

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF AN AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT
OF TRANSPORTATION FOR STREET IMPROVEMENTS**

(University Avenue, FAP 808, U.S. Route 45, Near the Intersections
of Mathews Avenue and Goodwin Avenue)

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

Section 1. That An Agreement Between the State of Illinois Department
of Transportation and the City of Urbana for Street Improvements to
University Avenue (FAP 808, U.S. Route 45) near the Intersections of Mathews
Avenue and Goodwin Avenue, in substantially the form of the 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 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 18th day of August,
2003 .


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

NAYS:

ABSTAINS:

APPROVED by the Mayor this 27th day of August,
2003 .

Phillip D. Clark
Phillip D. Clark, City Clerk
by Robert H. Burt
Deputy Clerk
Tod Satterthwaite
Tod Satterthwaite, Mayor



URBANA
(CHAMPAIGN)

FAP 808 (US Route 45)
Section (28Z)N-1
CITY Section 03-00384-00-TL
County Champaign
Job No. C-95-026-03
Agreement No. JN-503005
Contract No. 70291

AGREEMENT

This agreement entered into this _____ day of _____, A.D., 20____, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the City of Urbana, of Champaign County, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the CITY in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving University Avenue (FAP 808, US Route 45) near the intersections of Mathews Avenue and Goodwin Avenue, State Section (28Z)N-1, CITY Section 03-00384-00-TL, by widening University Avenue (US Route 45) pavement to provide half of a 12 foot bi-directional or dedicated left turn lane south of the existing centerline and two (2)-12 foot through traffic lanes in the eastbound direction between Mathews Avenue and Goodwin Avenue, one (1)-10 foot and variable width right turn lane with B6.12 curb and gutter for eastbound traffic at Mathews Avenue, one (1)-12 foot and variable width right turn lane for eastbound traffic at Goodwin Avenue, curb and gutter and a storm sewer system for highway drainage; and

WHEREAS, the CITY is desirous of improving the intersection of Mathews Avenue with University Avenue by Constructing one (1)-11 foot and variable width right turn lane for northbound traffic at Mathews Avenue; and

WHEREAS, the CITY is desirous of improving the intersection of Goodwin Avenue with University Avenue by Widening Goodwin Avenue pavement to provide one 11 foot through northbound traffic lane, one (1)-11 foot and variable width northbound left turn lane, one (1)-11 foot and variable width northbound right turn lane, one (1)-11 foot and variable width southbound right turn lane South of University Avenue; and

WHEREAS, the CITY is desirous of modernizing traffic signals at the University Avenue intersection with Goodwin Avenue; and

WHEREAS, the CITY is desirous in completing the aforementioned improvements by performing all other work necessary to complete the improvements in accordance with the approved plans and specifications; and

WHEREAS, the STATE is desirous of said improvement in that same will be of immediate benefit to the STATE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The CITY agrees to make the surveys, obtain all necessary rights-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The CITY agrees to pay for all right-of-way, construction and engineering costs subject to reimbursement by the STATE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated STATE reimbursement cost and cost proration for this improvement is as follows:

COST PRORATION – IMPROVEMENTS INVOLVING STATE PARTICIPATION ONLY

<u>Type of Work</u>	<u>STATE</u> <u>RESPONSIBILITY</u>		<u>CITY</u> <u>RESPONSIBILITY</u>		<u>TOTAL</u>
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	
University Avenue construction costs to develop through and turn lanes	\$ 123,900	100			\$ 123,900
Traffic Signal Modernization at Goodwin Avenue	\$ 50,000	50	\$ 50,000	50	\$ 100,000
Subtotal	\$ 173,900		\$ 50,000		\$ 223,900
P&C Engr. 15%	\$ 26,100		\$ 7,500		<u>\$ 33,600</u>
Total	\$ 200,000		\$ 57,500		\$ 257,500

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering.

The STATE agrees upon final execution of this agreement, upon receipt of a contract obligation document, upon award of the contract for this improvement, and upon receipt of satisfactory invoices from the CITY for the same, to pay the CITY a lump sum from any funds allotted to the STATE, an amount equal to 95% of its obligation incurred under this agreement and will pay the CITY the remainder of the obligation in a lump sum upon completion of the project subject to the overall maximum reimbursement of \$200,000.

4. The CITY agrees to obtain and pay for the cost of acquiring the necessary right-of-way adjacent to existing STATE right-of-way in the Name of the STATE, in accordance with the following requirements:
 - A. Right-of-way shall be obtained using standard State forms which will be provided for that purpose in accordance with Land Acquisition Policies and Procedures of the STATE.
 - B. No award of a contract shall be made to cover construction of the project or any part thereof without first having been made a title approval by the Attorney General of Illinois on each individual parcel of right-of-way, the consideration for which exceeds \$10,000, included within such construction. A title approval shall be made by the STATE on each parcel of right-of-way acquired for the project where the consideration is \$10,000 or less. In the event acquisition of the right-of-way is by condemnation, then such action must be brought in the name of the State by the Attorney General and an Assistant Attorney General appointed by him.
 - C. Cost of the right-of-way shall include the purchase price thereof as well as the cost of negotiators, appraisals, title evidence, relocation assistance and payments, property management and such legal service as may be necessary to acquire said right-of-way. The acquiring agency, if participating in the cost of the right-of-way shall receive a credit for a proportionate amount of the proceeds of any sale or rental of improvements acquired within the right-of-way or as a direct result of the right-of-way acquisition.
 - D. All parties engaged in the acquisition of the right-of-way shall be approved in advance by the STATE.
 - E. The CITY shall provide a sufficient number of qualified reviewing appraisers approved by the STATE. The STATE shall approve the appraisal process in advance of negotiations for the purchase of said right-of-way.
 - F. Any phase of the STATE's Relocation Assistance Procedures to be performed by any qualified agency other than the STATE shall be covered by separate contractual agreement or agreements with the agency and are subject to prior approval of the Division Administrator of the Federal Highway Administration.
 - G. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure compliance with the STATE's Land Acquisition Policies and Procedures.

5. The CITY agrees to acquire in its name and at its own expense all additional right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the City's advertising for bids, the local agency shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been compiled with.
 - A. The CITY will advertise for bids for the construction of the proposed improvement after the local agency's certification as to compliance with Titles II and III requirements have been accepted by the STATE and subject to approval by the Division Administrator of the Federal Highway Administration.
 - B. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Titles II and III requirements of the aforesaid Act.
6. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit A", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
7. The CITY has adopted and will put into effect an appropriate ordinance, prior to the CITY's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit B".
8. Prior to the CITY advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

The CITY has adopted and will put into effect an appropriate ordinance, prior to the CITY's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit C".

9. The CITY shall maintain, for a minimum of 5 years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other State auditors and the CITY agrees to cooperate fully with an audit conducted by the Auditor General and other State Auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

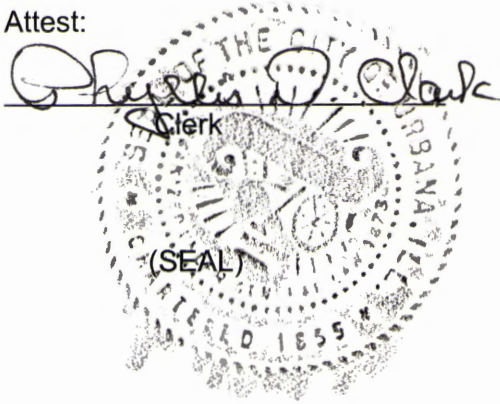
10. The CITY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.
11. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along University Avenue (US Route 45) without the consent of the STATE.
12. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
13. The CITY agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
14. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
15. Upon final field inspection of the improvement and so long as University Avenue is used as a State Highway, the STATE agrees to maintain or cause to be maintained the bi-directional turn lane, the four (4) through traffic lanes, two (2) lying on either side of the Bi-directional turn lane and the left-turn and right-turn lanes, each lane being 11 or 12 feet and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
16. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manholes and catch basins' frames, grates or lids, plus structural failures to a maximum length of 3.66 meters (12 feet) between adjacent manholes. The STATE shall share cost of the maintenance, except as aforescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.
17. The CITY agrees to provide the STATE with a copy of all traffic signal submittals for review and approval by the STATE. The STATE agrees to provide written approval of all traffic signal submittals relative to the STATE's financial and maintenance obligations described herein, prior to the CITY's installation for the aforescribed proposed improvement.
18. The CITY agrees to request and obtain STATE concurrence for Acceptance, Turn-on or Actuated Operation Inspection, and Final Inspection (thirty day on-site Acceptance) of all traffic signal submittals relative to the STATE's financial and maintenance obligations described herein.

19. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on November 7, 2001.
20. The CITY agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The STATE agrees to pay their proportionate share of this cost as billed by the local power company.
21. The CITY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CITY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy as deemed appropriate.
22. The STATE agrees to provide written approval of that portion of the plans and specifications relative to the STATE's financial and maintenance obligations described herein, prior to the CITY's advertising for the aforescribed proposed improvement.
23. The CITY agrees that in the event any work is performed by other than CITY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
24. UNDER PENALTIES OF PERJURY, the CITY certifies that 37-6000524 is their correct Federal Taxpayer Identification Number and they are doing business as a governmental entity.
25. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
26. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY of URBANA

Attest:



By: Tal Sattesthuante

TITLE: Mayor

Date: 8/27/03

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Director of Highways

Date: _____

EXHIBIT A

ORDINANCE NO. 8081-113

AN ORDINANCE REGULATING PARKING
ON UNIVERSITY AVENUE (FAP ROUTE 808) IN
THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

BE IT ORDAINED BY THE CITY OF URBANA, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, as follows:

Section 1: When signs are erected giving notice thereof, it shall be unlawful for any person to park any vehicle or to permit any vehicle to stand on the following named street in the City of Urbana:

Both sides of University Avenue from Wright Street to Cunningham Avenue-Vine Street in said City.

Section 2: The provisions of this Ordinance prohibiting parking shall not apply to emergency vehicles, while the driver thereof is engaged in the performance of emergency duties, nor shall provisions apply to persons actually engaged in repairing or otherwise improving the street under the authority of the Council of said City or under the authority of the State of Illinois.

Section 3: Any person, firm, or corporation convicted of violating this ordinance shall be fined not less than three dollars (\$ 3.00) nor more than two hundred dollars (\$200.00) for each offense.

Section 4: All ordinances or parts of ordinances in conflict with or inconsistent with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby repealed.

Section 5: This Ordinance shall be full force and effect from and after its passage, approval and publication, as provided by law.

PASSED this 18th day of May, 1981.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 18th day of May, 1981.

Jeffrey T. Mullend
Mayor

EXHIBIT B

ORDINANCE NO. 8081-114

AN ORDINANCE PROHIBITING THE DISCHARGE
OF SANITARY SEWAGE AND INDUSTRIAL
WASTES INTO ANY STORM SEWER
CONSTRUCTED AS A PART OF THE IMPROVEMENT
OF UNIVERSITY AVENUE (FAP ROUTE 808
STATE SECTION 28Z(W,RS-2)&(28Z,3R)TS

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

Section 1: That it shall be unlawful to discharge any sanitary sewage and/or industrial wastes into any storm sewer constructed and used as a part of the improvement of University Avenue (FAP Route 808, US Route 150, US Route 45) within the corporate limits of the City of Urbana.

Section 2: Any person, firm or corporation convicted of violating this ordinance shall be fined not less than --- (\$ ---) nor more than two hundred dollars (\$200.00) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

Section 3: This ordinance shall be in full force and effect from and after its passage, publication and approval as provided by law.

PASSED this 18th day of May, 1981.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 18th day of May, 1981.

Jeffrey T. Mallory
Mayor

E X H I B I T C

ORDINANCE NO. 8081-115

AN ORDINANCE REGULATING ENCROACHMENT
ON PUBLIC RIGHT OF WAY IN THE CITY OF URBANA,
CHAMPAIGN COUNTY, ILLINOIS

WHEREAS, the City of Urbana hereinafter referred to as the CITY, and the State of Illinois, acting by and through its Department of Transportation hereinafter referred to as the STATE have entered into an agreement relative to the improvement of University Avenue (FAP Route 808, US Route 150, US Route 45) from Wright Street easterly approximately 1.10 miles to Race Street (State Section 28Z(W,RS02)& (28Z,3R)TS, and

WHEREAS, in order to facilitate said improvement, it is necessary for the CITY to adopt an ordinance regulating encroachments on the right of way for said improvement in accordance with the following definitions:

Roadway Right of Way is defined as those areas existing or acquired by dedication or by fee simply for highway purposes; also, the areas acquired by temporary easement during the time of easement is in effect;

Project Right of Way is defined as those areas within the project right of way lines established jointly by the CITY and STATE, which will be free of encroachments except as hereinafter defined;

Encroachment is defined as any building, fence, sign or any other structure or object of any kind (with the exception of utilities and public road signs), which is placed, located or maintained in, on, under or over any portion of the project right of way or the roadway right of way where no project right of way line has been established;

Permissible Encroachment is defined as any existing awning, marquee, advertising sign or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is a sidewalk extending to the building line and which does not impair the free and safe flow of traffic on the highway; the permissive retention of overhanging signs is not to be construed as being applicable to those signs supported from poles constructed outside the project right of way line and not confined by adjacent buildings;

Construction Easement Area is defined as that area lying between the project right of way limits and the platted street limits within which the CITY, by concurrence in the establishment of the project right of way lines, will permit the STATE to enter to perform all necessary construction operations;

and,

WHEREAS, representatives of the CITY and the STATE, have by visual inspection, cooperatively established project right of way lines and have mutually determined the disposition of encroachments.

NOW, THEREFORE, BE IT ORDAINED, by the City of Urbana, Champaign County, Illinois:

Section 1: It shall be unlawful for any person, firm or corporation to erect or cause to be erected, to retain or cause to be retained, any ENCROACHMENT (herein above defined), within the limits of the project right of way or roadway right of way where no project right of way lines have been established.

Section 2: This ordinance is intended to and shall be in addition to all other ordinances, rules and regulations concerning encroachments and shall not be construed as repealing or rescinding any other ordinance or part of any ordinances unless in direct conflict therewith.

Section 3: Any person, firm or corporation convicted of violating this ordinance shall be fined not less than three dollars (\$ 3.00) nor more than two hundred dollars (\$ 200.00) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

Section 4: This ordinance shall be in full force and effect from and after its passage, publication and approval as provided by law.

PASSED this 18th day of May, 1981.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 18th day of May, 1981.

Jeffrey J. Mallon
Mayor



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

2

August 26, 2011

Phyllis D. Clark
City Clerk
400 South Vine
Urbana, IL 61801

CITY OF URBANA
RECEIVED
AUG 30 2011
CITY CLERKS OFFICE

Subject: City of Urbana
Section 05-00416-00-BT
Project TE-00D5(087)
Job No. C-95-312-09

Dear Ms. Clark:

The attached joint agreement for the subject section was executed by the department on August 24, 2011.


Sincerely,

Darrell W. Lewis, P. E.
Acting Engineer of Local Roads and Streets

Attachment

cc: William Gray, Municipal Engineer
Joseph E. Crowe, District 5 Attn: David Speiche
Joanne Woodworth Attn: Project Control
Jeff South
Mike Renner, Acting Attn: Nancy Finn

2003-08-080

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Urbana, City of	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 05-00416-00-BT	Fund Type STE	ITEP Number 502009		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-312-09	TE-00D5(087)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name High Cross Road Route FAP 808 Length 0.63 mile
 Termini Windsor Road north for 3,340 feet (Po' Boys entrance)

Current Jurisdiction State of Illinois / City of Urbana Existing Structure No _____

Project Description

Construction of bike trail along west side of Route 130

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	558,000	(*)		()	142,000	(Bal)	700,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 558,000		\$		\$ 142,000		\$ 700,000

*80% STE funds NTE \$558,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map Number 2 State/City Intergovernmental Agreement

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Laurel Lunt Prussing

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

Laurel Lunt Prussing 3/17/11
(Signature) Date

The above signature certifies the agency's TIN number is 376000524 conducting business as a Governmental Entity.

DUNS Number _____

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois

Department of Transportation

Ann L. Schneider 8/24/11
Ann L. Schneider, Acting Secretary of Transportation Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed 8/22/11
Christine M. Reed, Director of Highways/Chief Engineer Date

Ellen J. Schanzle-Haskins 8-22-11
Ellen J. Schanzle-Haskins, Chief Counsel Date

Matthew R. Hughes 8/24/11
Matthew R. Hughes, Director of Finance and Administration Date

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
CITY OF URBANA
AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

This Agreement is entered into by and between City of Urbana, a public body, corporate and politic of the State of Illinois with principal offices at 706 South Glover Ave., Urbana, IL 61801, hereinafter "Local Highway Authority," and the Illinois Department of Transportation a public body, corporate and politic of the State of Illinois, with principal offices at Springfield, Illinois, hereinafter "Department."

WHEREAS, the General Assembly has found there is an urgent need for safe bikeways for the use of both children and adults for transportation, healthy exercise and recreation (605 ILCS 30/1 et seq.);

WHEREAS, the Local Highway Authority has a desire to provide for bikeways;

WHEREAS, the Department is willing to provide suitable access to Department highway right of way for the purpose of the Local Highway Authority's construction and maintenance of bikeways upon the Department's highway right of way;

WHEREAS, the Intergovernmental Cooperation Act and the Constitution of the State of Illinois permits the State of Illinois and governmental agencies to cooperate together in the performance of their responsibilities by contract and other agreements (5 ILCS 220/1 et seq.);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the above name parties do hereby enter into this Agreement as follows:

1. LOCAL HIGHWAY AUTHORITY RESPONSIBILITIES

The Local Highway Authority will construct and maintain bikeway(s) on the Department's right of way, more fully described in the attached Exhibit A, and as approved by the Department. The Local Highway Authority shall submit all plans to the Department and must seek and receive the appropriate approval from the Department for all aspects of the proposed bikeway(s). The Local Highway Authority shall be responsible for all costs associated with the bikeway including but not limited to associated drainage work, engineering, construction, insurance and maintenance of the bikeway.

To ensure the safety of the motoring public the Local Highway Authority shall maintain the existing access of the adjoining properties to all state and local roads.

The Local Highway Authority shall maintain, inspect and replace , if necessary, any bridges, pavement, or structures located on the right of way. The Local Highway Authority shall submit all plans to the Department and must seek and receive the

appropriate approval from the Department for the maintenance and replacement of any structures and/or bridges.

2. DEPARTMENT RESPONSIBILITIES

The Department will cooperate with the Local Highway Authority in the identification of appropriate right of way for the use of bikeways. The Department will assist the Local Highway Authority with application and approval of the proposed bikeway(s).

3. COMPENSATION

Neither the Department nor the Local Highway Authority will receive any compensation from the other for the access to the Department's highway right of way.

4. INSURANCE

Both parties to this Agreement are self-insured as it regards liabilities that may arise out of the performance of this Agreement. If the Local Highway Authority is no longer self insured the Local Highway Authority shall notify the Department and shall maintain minimum insurance of \$2,000,000.00

During the construction and maintenance of the bikeway the Local Highway Authority, its contractors and subcontractors shall obtain and keep in force all required insurance coverages as provided by insurance companies acceptable to the Department as required by the Standard Specifications for Road and Bridge Construction Article 107.27(as amended).

5. INDEMNIFICATION

The Local Highway Authority agrees to hold harmless and indemnify the Department and its officials, employees, assign, agents, contractors, subcontractors and volunteers, from any and all losses, expenses, damages (including loss of use), suits, demands and claims of any kind, known or unknown, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the bikeway's presence on the Department's right of way, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Department and its officials, employees and agents in connection therewith.

The Local Highway Authority agrees to hold harmless the Department, its employees, assigns, agents, contractors, and subcontractors from any claims, losses, damages, and injuries caused by the maintenance of or improvements to the Department's highway facilities located on or adjacent to the Local Highway Authority's bikeway.

6. TERM

This Agreement shall become effective on execution by the parties.

7. TERMINATION

A. Either party may terminate this Agreement for breach, including but not limited to failure to meet insurance requirements. Notice to the other party of breach must

be in writing. If the breach is not remedied within thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the other party.

- B. The Local Highway Authority shall at its expense remove all improvements and structures to the Department's right of way within thirty (30) days of the date of termination of this Agreement.
- C. Should the Department determine that any portion of the highway right of way is required for highway operating purposes the Local Highway Authority shall vacate that portion of the right of way within thirty (30) days of receipt of notice to vacate.

8. NOTICES

All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight carrier service to the persons listed below. A notice shall be deemed to have been given when received by the Department at: Illinois Department of Transportation, Deputy Director of Highways, Joseph E. Crowe, 13473 IL Hwy 133 West, Paris, Illinois 61944 and Public Works Director, 706 South Glover Ave., Urbana, Illinois 61801 or to such other address or addresses as wither party may from time to time designate to the other by written notice.

9. General Provisions

- A. The Local Highway Authority agrees to comply with all applicable federal and State nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. The Local Highway Authority and the Department shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, handicap unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era.
- B. The Local Highway Authority agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority.
- C. Neither party shall use the name of the other in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of the other.
- D. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
- E. Information provided by either party to the other shall be treated as confidential, to the extent permitted by law.
- F. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

- G. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- All commitments by the Local Highway Authority under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the Local Highway Authority.
- H. In the event of any litigation arising in connection with this Agreement, the Local Highway Authority and the Department agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.
- I. This Agreement may not be assigned by either party without the prior written consent of the other party.
- J. This Agreement, attachments, and incorporated references shall constitute the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement. No modification, extension, or waiver of this Agreement or any provision thereof shall be binding upon either the Department or the Local Highway Authority unless reduced to writing and duly executed by both parties.
- K. The Local Highway Authority accepts the Department's right of way "as is". The Department makes no warranties as to the condition and suitability of the right of way.
- L. The Local Highway Authority shall not enter into any leases, utility agreements, or issue any permits or otherwise allow the installation or construction of utilities upon or under the right of way without express written permission of the Department.
- M. The Department reserves the right to enter upon, view, inspect, and interrupt the bikeways activities within the Local Highway Authority's bikeways area for the purposes of making highway improvement and highway maintenance. The Department shall give the Local Highway Authority one (1) day notice of the Department's intent to enter upon the area except when necessary in cases of an emergency. Upon completion of any work in the Local Highway Authority's area the Department, at its expense, shall be responsible for restoring the area to a condition similar to or equal to that existing before the commencement of the work.
- N. This Agreement shall provide the Local Highway Authority with a permitted use for the Local Highway Authority to operate a bikeway over the Department's right of way and shall not act as a transfer of the Department's interest in the right of way.

Approval and Effective Date

This agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

Local Highway Authority

By:

Date:

3/17/11

Illinois Department of Transportation

By:

Regional Engineer

Date:

03/31/11



* 2 0 0 8 R 2 9 3 2 1 3 *

2008R29321

RECORDED ON
11/26/2008 08:17:43AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 25.00
RHSPS Fee:
REV FEE:
PAGES 3
PLAT ACT: 0
PLAT PAGE:

2003-08-080

STATE OF ILLINOIS
COUNTY OF CHAMPAIGN
CITY OF URBANA

DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES

THIS INDENTURE WITNESSETH, that the Grantor(s), SUNNYBROOK ON OLD STATE ROAD, LLC, for and in consideration of the benefits resulting from the construction and maintenance of the public roadway herein referred to, and other good and valuable consideration, does by these presents, hereby grant, convey and dedicate to The City of Urbana, Illinois, a municipal corporation, for the purpose of a public right of way for Public road purposes, a tract of land situated in the County of Champaign and State of Illinois, and described as follows:

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14 IN TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS WITH SAID PART BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 89 DEGREES 29 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14 A DISTANCE OF 1,331.70 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREE 41 MINUTES 27 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 42.37 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF WASHINGTON STREET; THENCE SOUTH 89 DEGREES 23 MINUTES 54 SECONDS WEST ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 823.75 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES 53 SECONDS WEST ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 72.38 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 54 SECONDS WEST ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 382.21 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF F.A. 808 (ILLINOIS ROUTE 130-HIGH CROSS ROAD); THENCE NORTH 37 DEGREES 43 MINUTES 42 SECONDS EAST ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE A DISTANCE OF 2.55 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF WASHINGTON STREET; THENCE NORTH 85 DEGREES 35 MINUTES 03 SECONDS EAST ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 150.33 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 54 SECONDS WEST ALONG THE WESTERLY EXTENSION OF THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF WASHINGTON STREET A DISTANCE OF 180.03 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF F.A. 808 (ILLINOIS ROUTE 130-HIGH CROSS ROAD); THENCE SOUTH 00 DEGREE 32 MINUTES 10 SECONDS EAST ALONG SAID NORTHERLY EXTENSION A DISTANCE OF 60.38 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF F.A. 808 (ILLINOIS ROUTE 130-HIGH CROSS ROAD); THENCE SOUTH 89 DEGREES 27 MINUTES 50 SECONDS WEST A DISTANCE OF 24.85 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00 DEGREE 39 MINUTES 17 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 94.95 FEET TO THE POINT OF BEGINNING CONTAINING 58,946 SQUARE FEET MORE OR LESS OR 1.353 ACRES MORE OR LESS OF WHICH 46,093 SQUARE FEET MORE OR LESS OR 1.058 ACRES IS EXISTING RIGHT OF WAY.

Said tract being also shown by a plat prepared by Crawford, Murphy & Tilly Inc. hereto attached and considered a part hereof.

And the Grantor(s) and Grantee further, as a part of this dedication, agree that any City officials having authority as to public roadways, and its representatives, engineers, agents, contractors and employees are hereby authorized to enter into and take full and complete possession of the said tract;

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 21st day of November 2008.

Sunnybrook on Old State Road, LLC

George M Pennell
George M. Pennell its Managing Member



STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George M. Pennell, personally known to me, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of November, 2008.

Carly L Weaver
Notary Public

Accepted for the City of Urbana by:

William R. Gray
William R. Gray, P.E.
Public Works Director/City Engineer

(G)

Prepared By:
Crawford, Murphy & Tilly, Inc.
2750 W. Washington Street
Springfield, Illinois 62702

Return To: Bill Gray
Public Works Director
706 South Glover Avenue
Urbana, Illinois 61802