

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF AN AGREEMENT WITH GABRIEL OMO-OSAGIE**

(Pedestrian Bridge)

NOW, THEREFORE, 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 between the City
of Urbana, Illinois and Gabriel Omo-Osagie, 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 19th day of September,
2005.

AYES: Barnes, Bowersox, Chynoweth, Lewis, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

by [Signature] Deputy Clerk

APPROVED by the Mayor this 30th day of September,
2005.

Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

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2006R31967

RECORDED ON
11/17/2006 09:02:56AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 25.00
RHSPS Fee:
REV FEE:
PAGES 4
PIAT ACT: 0
PIAT PAGE:

AGREEMENT FOR USE OF RIGHT-OF-WAY
[123 West Main Street]
Urbana, IL 61801

Agreement Between: City of Urbana and Gabriel Omo-Osagie

Date of Agreement: October 31, 2005

Reference Ordinance #: 2005-08-125

AGREEMENT FOR USE OF RIGHT-OF-WAY

[123 West Main Street]

THIS AGREEMENT, made and entered into this 26 day of October, 2005, by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter "City"), and Gabriel Omo-Osagie (hereinafter "Owner"),

WITNESSETH:

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

A. That Gabriel Omo-Osagie owns the pedestrian foot bridge which is the subject of this Agreement, which bridge is an appurtenance to the building owned by him and commonly known as 123 West Main Street, Urbana. The City of Urbana hereby Quit Claims any interest that it may have in the pedestrian bridge to Gabriel Omo-Osagie. The City of Urbana will execute a recordable Quit Claim Deed transferring any interest in the pedestrian bridge to Gabriel Omo-Osagie.

B. Fish Alley is a 12-foot dedicated right-of-way between the west right-of-way of Crane Alley and east right-of-way of Race Street.

C. The Owner is herein granted by the City a limited right to occupy the right-of-way for the purposes of maintaining a pedestrian bridge structure between the City of Urbana Parking Deck and the structure located at 123 West Main Street within said right-of-way. This limited right is wholly dependent upon the Owner, its successors and assigns, fully and faithfully performing and complying with all the terms, conditions, and covenants contained within this Agreement. The Owner expressly acknowledges and agrees that such limited right is immediately revocable at the option of the City in the event that the Owner, 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 Owner of the hereinabove described right-of-way shall at all times be subordinate to the City's use of said right-of-way.

D. The purpose of the herein permitted right to occupy such right-of-way shall be limited solely to the purposes described above, which are 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.

E. After the City of Urbana removes and replaces the current pedestrian bridge and turns over the new bridge in good condition to the Owner, Owner will maintain the pedestrian bridge in such condition that it complies with safety codes. If ever the Director determines that the footbridge requires maintenance to comply with safety codes, the Director will inform the Owner that the Owner must undertake such maintenance or improvement. If ever the Director determines that public safety requires the removal of the footbridge and that it cannot be reasonably repaired (or that the Owner refuses to repair the bridge), the Owner will cause the

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
Between the *City of Urbana* and *Gabriel Omo-Osagie*
[123 West Main Street]

pedestrian bridge to be removed upon the demand of the Director that the bridge be removed. The Owner will comply with removal instructions as nearly as possible within thirty (30) days after receipt of written notice from the Director that the bridge must be removed for reasons of public safety. The Owner is solely and entirely responsible for any and all costs directly or indirectly related to such removal and restoration in kind of the right-of-way.

F. In the event of an emergency, defined as imminent peril to person or property, or when the Owner 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 Owner consents and agrees that the City or its duly authorized agent may remove the pedestrian bridge structure, or any portion thereof, and charge all costs and expenses incurred in such removal, disposal, and restoration to the Owner. Should the Owner fail in any way to make timely payment to the City for such costs and expenses, the Owner agrees to pay, in addition to any amount so owed, reasonable attorneys' fees and court costs incurred in the collection of such amount.

G. The Owner 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 maintenance of the pedestrian bridge structure, 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 Owner 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.

H. The Owner acknowledges that after the current pedestrian bridge is removed and replaced by the City of Urbana and delivered to the Owner in good condition, the Owner shall be fully responsible and bear all costs associated with any and all maintenance, inspections, replacement or repair of the pedestrian bridge structure. The Owner agrees to have the pedestrian bridge structure inspected by a qualified bridge inspector at intervals no greater than every two (2) years and provide the City with a copy of said inspection report.

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.

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
Between the *City of Urbana* and *Gabriel Omo-Osagie*
[123 West Main Street]

In witness to their Agreement, the Parties have executed this document this _____
day of _____, 2005.

CITY OF URBANA

By: *Samuel Scott Purvis*
Mayor

OWNER

By: *G. Omo-Osagie*
Gabriel Omo-Osagie

ATTEST

By: *Shelly D. Clark*
City Clerk

APPROVED

By: *Jack Waaler*
Legal Counsel

Prepared by and please return recorded copy to:

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

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* 2 0 0 6 R 3 1 9 6 6 3 *

2006R31966

RECORDED ON
11/17/2006 09:02:55AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 25.00
RHSPS Fee:
REV FEE:
PAGES 3
PIAT ACT: 0
PIAT PAGE:

**AGREEMENT BETWEEN
THE CITY OF URBANA, ILLINOIS AND GABRIEL OMO-OSAGIE
OWNERSHIP/REPAIRS OF PEDESTRIAN BRIDGE
CONNECTING CITY PARKING DECK & 123 W. MAIN STREET URBANA, IL**

Agreement Between: City of Urbana and Gabriel Omo-Osagie

Date of Agreement: October 31, 2005

AN AGREEMENT BETWEEN THE CITY OF URBANA, ILLINOIS
AND GABRIEL OMO-OSAGIE

WHEREAS, it appears that pursuant to an agreement between the City and the former owners of 123 West Main Street, Urbana, dated the 1st day of June, 1983, the pedestrian bridge structure between the City parking deck and 123 West Main Street, Urbana, was built and paid for by a prior owner of 123 West Main Street with the permission of by the City of Urbana; and

WHEREAS, other than the agreement referred to above, it appears that no records have been found which clarify the ownership and responsibility for the maintenance of such structure; and

WHEREAS, State law prohibits altering a public facility so that it is made less accessible; and

WHEREAS, at the request of the City, Desman Associates have inspected the structure to determine what repairs are needed to make it structurally sound and safe, and the said Desman Associates have reported that the structure will require replacement and the low bid is sixty thousand dollars (\$60,000); and

WHEREAS, the cost to demolish is estimated at \$25,000; and

WHEREAS, the parties have agreed to certain matters to address the structural integrity of the said structure, and to clarify responsibility for future maintenance of the structure, and perform periodic inspections, and desire to reduce their agreement to writing.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN Gabriel Omo-Osagie and the City of Urbana as follows:

1. Gabriel Omo-Osagie represents that he is the owner of the premises commonly known as 123 West Main Street, Urbana.
2. That the City will contract for the repairs indicated as needed in "the Desman Associates Report", dated May 3, 2005, to be accomplished by June 1, 2006. The City of

Urbana will be solely responsible for the cost of the demolition and reconstruction of the pedestrian bridge. The City will not assess Gabriel Omo-Osagie for any part of the cost of such demolition and replacement.

3. That upon completion of the work called for in such contract and acceptance of the work by the City, the City shall record the attached License Agreement. The said License Agreement will be accepted by Gabriel Omo-Osagie and executed by him simultaneously with this Agreement.

4. That the Owner confirms that he is a participant in the City's Redevelopment Incentive Program and is proposing to invest \$220,000 towards improvements to the building at 119/123/125 West Main Street as a part of this program, with monitoring of performance to be conducted by the program administrator and participating bank under the established terms and conditions of the program.

CITY OF URBANA, ILLINOIS

GABRIEL OMO-OSAGIE

By: *Paul Junt Pruzin*
Mayor

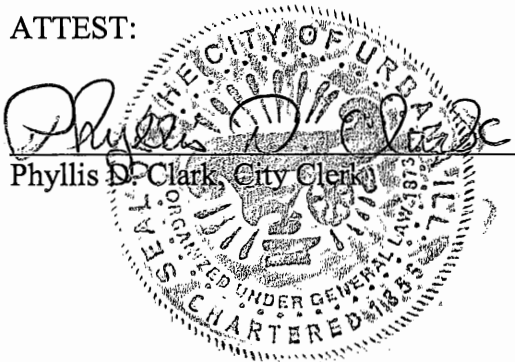
G.O. Osagie

Date: October 31, 2005

Date: Oct 26th 2005

ATTEST:

Phyllis D. Clark
Phyllis D. Clark, City Clerk



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* 2 0 0 7 R 1 4 3 1 7 3 *

2007R14317

RECORDED ON
06/07/2007 09:03:10AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 25.00
RHSPS Fee:
REV FEE:
PAGES 3
PIAT ACT: 0
PIAT PAGE:

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, that the Grantor, CITY OF URBANA, ILLINOIS, an Illinois municipal corporation, duly organized and existing under and by virtue of the laws of the State of Illinois, pursuant to the Agreement (relating to pedestrian bridge over Right-of-Way) approved in Ordinance No. 2005-08-125, and for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEYS AND QUIT CLAIMS to Gabriel Omo-Osagie, all interest in the following:

 Pedestrian bridge structure which spans the twelve (12) foot wide public alley and connects the structure commonly known as 123 West Main, Urbana, Illinois, to the public parking deck immediately South thereof; the bridge structure is an appurtenance to the building situated on the following described parcel, to wit:

Tract 1:
The East Half of Lot 1 of a Subdivision of Lot 41 of the Original Town of Urbana, as per plat recorded in Deed Record 26 at page 102, in Champaign County, Illinois;
Also, The West Half of Lot 1 of a Subdivision of Lot 41 of the Original Town of Urbana, except the West 6 inches thereof, as per plat recorded in Deed Record 26 at page 102, in Champaign County, Illinois;
Also, The West 16 feet and 1 inch of Lot 41 or Lot 2 and a part of Lot 1 of a Subdivision of Lot 41 in the Original Town of Urbana, as per plat recorded in Deed Record 26 at page 102, in Champaign County, Illinois.

Tract 2:
Lot 1 of a Subdivision made by the Assessor of Lot 43 of the Original Town of Urbana, as per plat recorded in Book "A" at page 44, being 16 feet 9 inches off the East side of Lot 43 of the Original Town of Urbana, in Champaign County, Illinois.

Being as conveyed by a Trustee's Deed, dated October 5, 1999, and recorded October 8, 1999 as Document Number 1999R30024 in the Office of the Recorder of Deeds, Champaign County, Illinois,

commonly known as 123 W. Main, Urbana, Illinois. PIN: 92-21-17-206-005 & 92-21-17-206-006

This Quit Claim Deed is given pursuant to the agreement for the use of Right-of-Way relating to the same pedestrian bridge approved in Ordinance No. 2005-08-125, which authorizes the continued placement of the pedestrian bridge under the conditions therein set forth.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by Tod Satterthwaite, its Mayor, and attested by Phyllis D. Clark, its City Clerk, this 1st day of June, 2007.

CITY OF URBANA, ILLINOIS,

By: Laurel Prussing
Laurel Prussing, Mayor

ATTEST:

Phyllis D. Clark
Phyllis D. Clark, City Clerk

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Laurel Prussing, personally known to me to be the Mayor of the City of Urbana, Illinois, the GRANTOR, and Phyllis Clark, personally known to me to be the City Clerk of the City of Urbana, Illinois, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as Mayor and City Clerk, they signed and delivered the said instrument as Mayor and City Clerk of said corporation, and caused the corporate seal of the corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of June, 2007.



Deborah J. Roberts
Notary Public

Exempt under provisions of Paragraphs (e), Real Estate Transfer Act (35 ILCS 200/31-45).

Date: June 5 2007

Signature: Jack Waaler
Seller Representative

Deed Prepared by:

Jack Waaler, Special Counsel
City of Urbana
400 S. Vine Street
Urbana, IL 61801
(217) 384-2464

Send Tax Bill To:

Gabriel Omo Osagie
Gabe's Place
509 S. 4th ST
Champaign, IL 61820

After Recording, Return to: (b)

Jack Waaler, Special Counsel
City of Urbana
400 S. Vine Street
Urbana, IL 61801
(217) 384-2464



Public Works Department
706 South Glover Avenue
Urbana, IL 61802
(217)384-2342
FAX (217)384-2400

June 15, 2007

Mr. Gabriel Omo-Osagie
123 West Main Street
Urbana, Illinois 61802

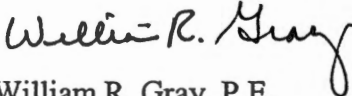
Re: Pedestrian Foot Bridge
123 W. Main

Dear Mr. Omo-Osagie:

This letter is to inform you that the work performed on the pedestrian foot bridge connecting the City of Urbana Parking Deck to the property located at 123 West Main Street has been completed and thus, under the agreement, the City has no further obligation respecting maintenance and repair and from this date, you as owner, are responsible for maintenance and repair. The "Agreement for Use of Right-of-Way [123 West Main Street]" (see attached) signed by the City of Urbana and you on October 31, 2005 stated that a Quit Claim Deed would be executed and recorded at the completion of the work on the pedestrian foot bridge. A copy of the recorded Quit Claim Deed is also attached.

The "Agreement for Use of Right-of-Way [123 West Main Street]" shall have full force and effect.

Sincerely,


William R. Gray, P.E.
Public Works Director

Attachments