

RESOLUTION NO. 8990-R26

**RESOLUTION APPROVING AN AGREEMENT  
WITH THE UNIVERSITY OF ILLINOIS REGARDING  
RIGHT OF WAY EASEMENT FOR WINDSOR ROAD IMPROVEMENT PROJECT**

WHEREAS, the City of Urbana, in conjunction with the City of Champaign, the County of Champaign and the University of Illinois has developed a coordinated plan to improve Windsor Road for the benefit of the entire community; and

WHEREAS, the University of Illinois, as part of their contribution to the Windsor Road project, has approved the attached agreement by action of the Board of Trustees on March 8, 1990 to grant a right-of-way easement to the City of Urbana; and

WHEREAS, through discussions and letters between the staff members of the City and the University a clearer understanding of the meaning and intent of paragraph 2 of the attached agreement was developed which should be memorialized in this adopting Resolution, which understanding is that although the grant of easement herein shall be the only contribution of the University of Illinois to the present project to improve Windsor Road payment by the University for any future improvements to Windsor Road to be paid for by contribution in part by abutting owners who are benefited thereby shall be governed by applicable state law.

NOW THEREFORE, BE IT RESOLVED that the Urbana City Council hereby approves the attached agreement entitled "Grant of Right-of-Way Easement Windsor Road" and hereby authorize the Mayor to signify the approval and acceptance of such by the City of Urbana, Illinois.

This Resolution is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 19th day of March, 1990.

PASSED by the Urbana City Council this 19th day of March, 1990.

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 22nd day of March, 1990.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
RESOLUTION NO. 8990-R26 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

March 21, 1990  
Date

GRANT OF RIGHT OF WAY EASEMENT

WINDSOR ROAD

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a public corporation of the State of Illinois, hereinafter referred to as "Grantor", pursuant to resolution adopted at the meeting of the Board of Trustees on March 8, 1990, hereby grants and conveys, to the City of Urbana, a local governmental unit of the State of Illinois, hereinafter referred to as "Grantee," subject, however, to the conditions and terms hereinafter stated to which by acceptance of this grant Grantee agrees to be bound, and to the extent Grantor has the present authority to give such permission and grant such right, hereby grants to Grantee, a right of way easement over and upon, and with the right to build a public roadway and to traverse, travel upon, cross and use for public road purposes, the strips of land bounded and described as follows; viz:

TRACT ONE

A part of the Northwest Quarter of Section 28, Township 19 North, Range 9 East, of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 28, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois; thence,  $S0^{\circ}-43'-23"E$ , an assumed bearing, along the East line of said Northwest Quarter, a distance of 20.00 feet, to the point of beginning;

thence, continuing  $S0^{\circ}-43'-23''E$ , along said East line, a distance of 480.00 feet; thence,  $S89^{\circ}-16'-37''W$ , a distance of 40.00 feet; thence,  $N0^{\circ}-43'-23''W$ , along a line parallel to and 40.00 feet Westerly of the East line of said Northwest Quarter, a distance of 425.10 feet; thence,  $N45^{\circ}-21'-38''W$ , a distance of 35.57 feet, to a point 50.00 feet South of the North line of said Northwest Quarter, thence,  $S89^{\circ}-38'-22''W$ , along a line 50.00 feet South of and parallel to the North line of said Northwest Quarter, a distance of 2583.63 feet, to the West line of said Northwest Quarter; thence,  $N0^{\circ}-36'-53''W$ , along said West line, a distance of 30.00 feet, to a point 20.00 feet South of the Northwest corner of said Northwest Quarter, said point also being on the existing South right-of-way line of Windsor Road; thence,  $N89^{\circ}-38'-22''E$ , along said existing right-of-way line, a distance of 2648.57 feet, to the point of beginning, said tract containing 2.24 acres (97777.37 S.F.), more or less, all situated in the County of Champaign and State of Illinois.

TRACT TWO

A part of the Northwest Quarter of Section 29, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 29, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois; thence,  $S89^{\circ}-34'-15''W$ , an assumed bearing along the North line of said Northwest Quarter, a distance of 350.00 feet; thence,  $S00^{\circ}-25'-45''E$ , a distance of 50.00 feet, to

the point of beginning, said point also being on the existing South Right-of-Way line of Windsor Road; thence, N89°-34'-15"E, along said existing South Right-of-Way line of Windsor Road, a distance of 250.00 feet, to the Westerly Right-of-Way line of Race Street; thence, S34°-29'-35"E, along said Westerly Right-of-Way line of Race Street, a distance of 12.07 feet; thence, S89°-34'-15"W, along a line parallel to, and 10.00 feet South of said existing South Right-of-Way line of Windsor Road, a distance of 256.76 feet; thence N00°-25'-45"W, a distance of 10.00 feet to the point of beginning, said tract containing 0.058 acres (2533.66 S.F.), more or less, all situated in the County of Champaign and State of Illinois.

As shown on the Plats attached hereto and by such attachment and this reference made a part hereof;

TO HAVE AND TO HOLD the said easement and right of way for so long as these premises shall continue to be used as a public roadway; provided however, in the event the roadway shall be closed by action of the City Council or other authority having jurisdiction or otherwise restricted to use other than as provided herein the said easement and right of way shall cease and terminate and shall revert to the Grantor without the necessity of re-entry or demand.

AND it is understood and agreed by the parties hereto that this grant is made upon the following terms and conditions, namely:

1. Maintenance, cleaning and repair of said easement and right of way and the roadway constructed thereon, shall not be the responsibility of Grantor.

2. Grantor shall not be requested or be under any duty to assume or pay any capitol or construction costs, including, without limiting the foregoing, any costs for improvements contemplated herein, such as drainage lines or outlets, street lighting, curbs, gutters, etc., upon or along said easement and right of way.
3. Ingress and egress to and from, and use of the said easement and right of way shall be permitted the Grantor, its employees, students, licensees, lessees, and assigns for access to adjacent University property.
4. Grantor shall be permitted to make connections, reasonable in number and location, with the easement and right of way and the pavement constructed thereon for the purpose of extending sidewalks, streets and drives thereto; provided, however, that such connections and/or extensions shall be at the cost of Grantor and that the maintenance thereof shall be the responsibility of and at the expense of Grantor, and Grantor shall consult with Grantee as to the number of and location of such connections.
5. Grantee agrees, at its expense, to repair any and all injury or damage that may be caused to property of Grantor which may arise out of or be in any way connected with the conduct of construction or maintenance operations by Grantee or its contractors and to require such a commitment of any assignee of all or any part of the easement rights granted hereunder.

6. Grantee agrees, at its expense, in a manner acceptable to Grantor, to do the following: relocate or replace with new material all of Grantor's fencing which is affected by the said roadway construction, construct and extend Grantors driveways to make necessary connections, relocate Grantor's signing, in consideration of Grantor's loss of use and consequent removal by Grantor of its underground propane storage tank because of said road improvements Grantee will contribute toward the cost of removing said tank an amount of \$1,500, replace all windbreak trees which are affected by the roadway construction, relocate water service vaults as necessary, relocate the water hydrant which serves the Pomology Farm, in consideration of Grantor's loss of full use of its existing machine storage structure Grantee will contribute toward the cost of constructing a replacement storage structure, for large machinery, not to exceed \$8,000, relocate or replace two Sour Gum Trees near the intersection of Philo and Windsor, relocate or replace two Crab Apple Trees, place back in service all of Grantor's field tile which are affected by the said roadway construction.
7. Grantee agrees that Grantor shall not be responsible for construction or maintenance activities or any claims or liability for injury to person or property that may arise or result therefrom. Grantee agrees to require its contractors to indemnify and save Grantor harmless from any claims or liability.
8. A temporary construction easement for ingress and egress for the

purpose of constructing street improvements known as Windsor Road Improvements in the City of Urbana, Illinois is granted over, the strips of land bounded and described as follows; viz:

TRACT THREE

A part of the Northwest Quarter of Section 28, Township 19 North, Range 9 East, of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 28, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign, County, Illinois; thence,  $S0^{\circ}-43'-23''E$ , along the East line of said Northwest Quarter, a distance of 50.00 feet; thence,  $S89^{\circ}-38'-22''W$ , along a line 50.00 feet South of and parallel to the North line of said Northwest Quarter, a distance of 98.55 feet, to the point of beginning, said point also being on the proposed South right-of-way easement line; thence,  $S0^{\circ}-23'-43''E$ , a distance of 10.00 feet, to a point 60.00 feet South of the North line of said Northwest Quarter; thence,  $89^{\circ}-38'-22''W$ , a distance of 100.00 feet, to a point 60.00 feet South of the North line of said Northwest Quarter; thence,  $N0^{\circ}-23'-43''W$ , a distance of 10.00 feet, said point also being on said proposed South line of right-of-way easement; thence,  $N89^{\circ}-38'-22''E$ , along said proposed South line of right-of-way easement, a distance of 100.00 feet to the point of beginning, said tract containing 0.02 acres (1000.00 S.F.) more or less, all situated in the County of Champaign and State of Illinois.



TRACT FOUR

A part of the Northwest Quarter of Section 28, Township 19 North, Range 9 East, of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 28, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign, County, Illinois; thence,  $S0^{\circ}-43'-23''E$ , along the east line of said Northwest Quarter, a distance of 50.00 feet; thence,  $S89^{\circ}-38'-22''W$ , along a line 50.00 feet South of and parallel to the North line of said Northwest Quarter, a distance of 1,297.55 feet, to the point of beginning, said point also being on the proposed South right-of-way easement line; thence,  $S0^{\circ}-23'-43''E$ , a distance of 10.00 feet, to a point 60.00 feet South of the North line of said Northwest Quarter; thence,  $S89^{\circ}-38'-22''W$ , a distance of 40.00 feet, to a point 60.00 feet South of the North line of said Northwest Quarter; thence,  $N0^{\circ}-23'-43''W$ , a distance of 10.00 feet, said point also being on said proposed South line of right-of-way easement; thence,  $N89^{\circ}-38'-22''E$ , along said proposed South line of right-of-way easement, a distance of 40.00 feet to the point of beginning, said tract containing 0.009 acres (400.00 S.F.), more or less, all situated in the County of Champaign and State of Illinois.

TRACT FIVE

A part of the Northwest Quarter of Section 29, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 29, Township 19 North, Range 9 East, of the Third Principal Meridian, Champaign, County, Illinois; thence,  $S0^{\circ}-25'-45''E$ , along the East line of said Northwest Quarter, a distance of 50.00 feet; thence,  $S89^{\circ}-34'-15''W$ , along a line 50.00 feet South of and parallel to the North line of said Northwest Quarter, a distance of 350.00 feet, to the point of beginning, said point also being on the existing South right-of-way line of Windsor Road; thence,  $S0^{\circ}-25'-45''E$ , a distance of 10.00 feet, to a point 60.00 feet South of the North line of said Northwest Quarter; thence,  $N88^{\circ}-08'-19''W$  a distance of 250.20 feet, said point also being on said existing South right-of-way line; thence,  $N89^{\circ}-34'-15''E$ , a distance of 250.00 feet, along said existing South right-of-way line to the point of beginning, said tract containing 0.03 acres (1250 S.F.) more or less, all situated in the County of Champaign and State of Illinois.

As shown on the Plats attached hereto and by such attachment and this reference made a part hereof;

The temporary construction easement shall terminate upon completion of the right-of-way work adjacent thereto or on November 30, 1991, whichever comes first.

The Grantee, in consideration of this grant does promise, covenant and agree with the Grantors that the surface of the temporary construction easement area shall be restored to its original condition prior to completion of the adjacent right-of-way construction. All existing appurtenances shall be protected by

the Grantee during construction. The Grantee shall restore all dislocation of surface and satisfy all damages or injuries sustained by such surface or adjacent property of the Grantors, resulting from activities conducted by the Grantee, its agents or employees.

9. The rights and easement granted under the terms of this Grant of Right of Way Easement are only to the extent Grantor has the present right and capacity to grant the same, and it shall be the responsibility of Grantee to secure any additional grants and authorizations that may be necessary or required for its purposes.
  
10. This agreement shall be binding upon the parties hereto and their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective corporate names and behalf by their respective duly authorized officers, all as and of the \_\_\_\_\_ day of \_\_\_\_\_, 1990.

CITY OF URBANA

By \_\_\_\_\_ Date

Title: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_ Date

Title: \_\_\_\_\_

THIS INSTRUMENT prepared by:

Earl L. Palmberg  
Attorney at Law  
258 Administration Building  
506 South Wright Street  
Urbana, Illinois 61801  
Tel. (217) 333-0561

THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS

By \_\_\_\_\_  
Craig Bazzani/Comptroller

ATTEST:

By \_\_\_\_\_  
Secretary

APPROVED:

By \_\_\_\_\_  
Director of Operations  
and Maintenance

By \_\_\_\_\_  
Vice Chancellor for  
Administrative Affairs

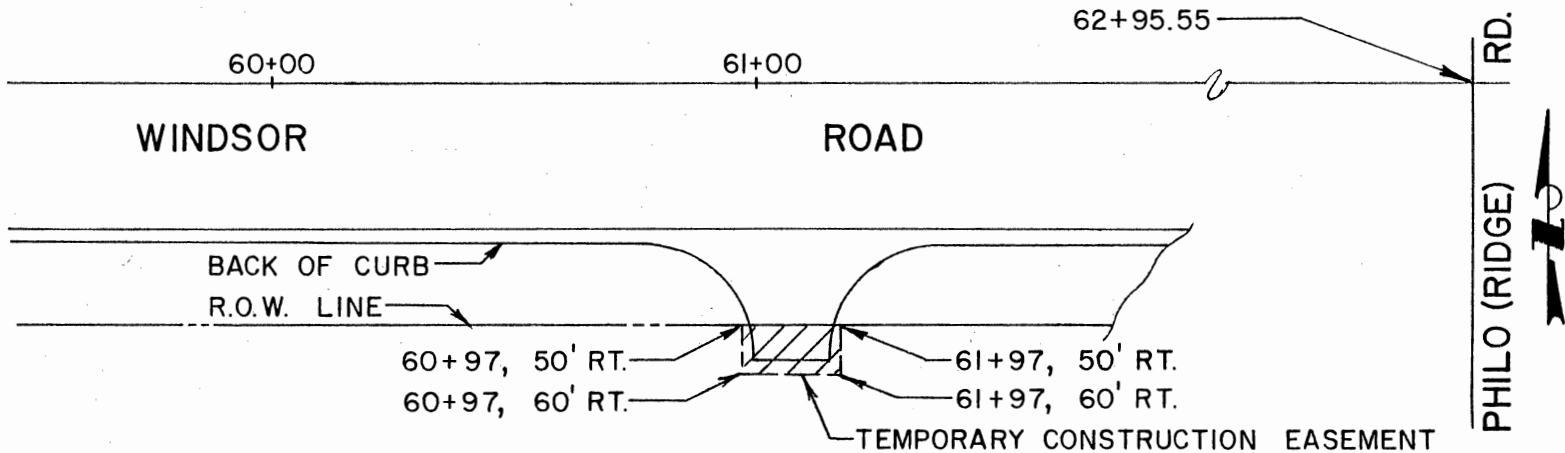
By \_\_\_\_\_  
Director of Capital  
Programs

\_\_\_\_\_  
For Legal Counsel

JHT:CDB

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

We, the Grantors, as named herein, for and in consideration of the benefits resulting from the construction of the public roadway, herein referred to, do by these presents grant, convey, and dedicate to the CITY OF URBANA, a Municipal Corporation in the County of Champaign, State of Illinois, a temporary construction easement and Right-of-Way and access for ingress and egress for the purpose of constructing a street improvement known as Windsor Road Improvements in the City of Urbana, Illinois, as shown by the plans and specifications prepared and approved by the City of Urbana Engineering Department.



The right, easement and privilege granted herein shall terminate upon completion of the said work.

The Grantee, in consideration of this conveyance, does promise, covenant and agree with the Grantors that the surface of said real estate shall be restored to its original condition prior to completion of the construction. All existing appurtenances shall be protected by the Grantee during construction. The Grantee shall restore all dislocation of surface and satisfy all damages or injuries sustained by such surface or adjacent property of the Grantors, resulting from any fault on the part of the Grantee, its agents or employees, in the construction of said improvement.

OWNER: Board of Trustees of the University of Illinois

NAME AND ADDRESS:

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

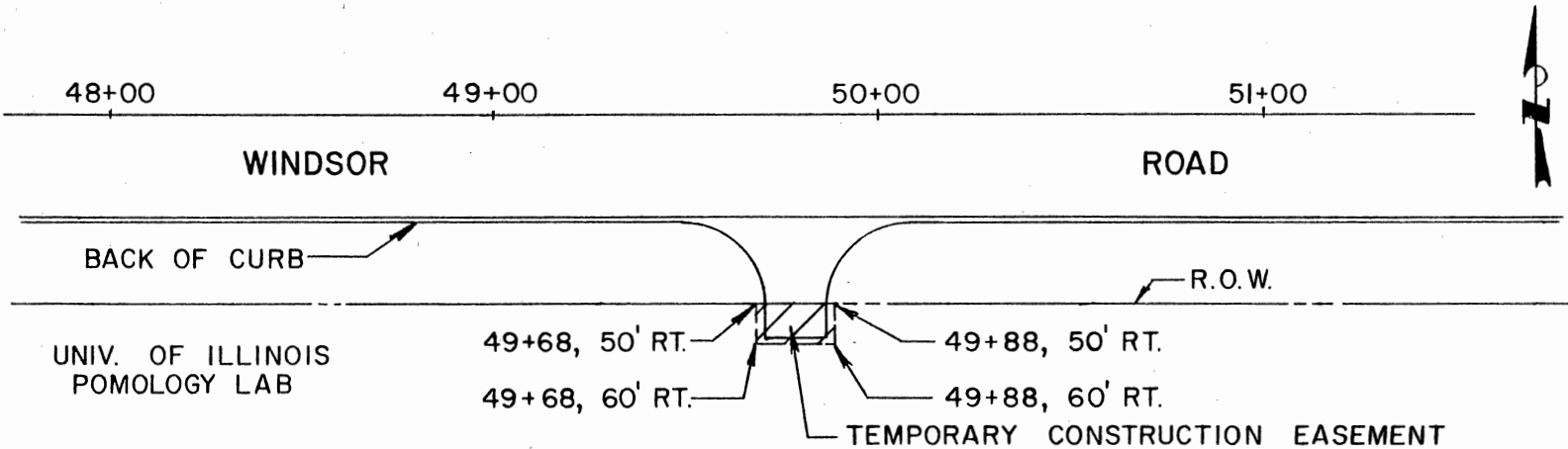
WITNESS:

IN WITNESS WHEREOF, the Grantor has set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1990 A.D.

\_\_\_\_\_ (SEAL)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

We, the Grantors, as named herein, for and in consideration of the benefits resulting from the construction of the public roadway, herein referred to, do by these presents grant, convey, and dedicate to the CITY OF URBANA, a Municipal Corporation in the County of Champaign, State of Illinois, a temporary construction easement and Right-of-Way and access for ingress and egress for the purpose of constructing a street improvement known as Windsor Road Improvements in the City of Urbana, Illinois, as shown by the plans and specifications prepared and approved by the City of Urbana Engineering Department.



The right, easement and privilege granted herein shall terminate upon completion of the said work.

The Grantee, in consideration of this conveyance, does promise, covenant and agree with the Grantors that the surface of said real estate shall be restored to its original condition prior to completion of the construction. All existing appurtenances shall be protected by the Grantee during construction. The Grantee shall restore all dislocation of surface and satisfy all damages or injuries sustained by such surface or adjacent property of the Grantors, resulting from any fault on the part of the Grantee, its agents or employees, in the construction of said improvement.

OWNER: Board of Trustees of the University of Illinois

NAME AND ADDRESS:

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

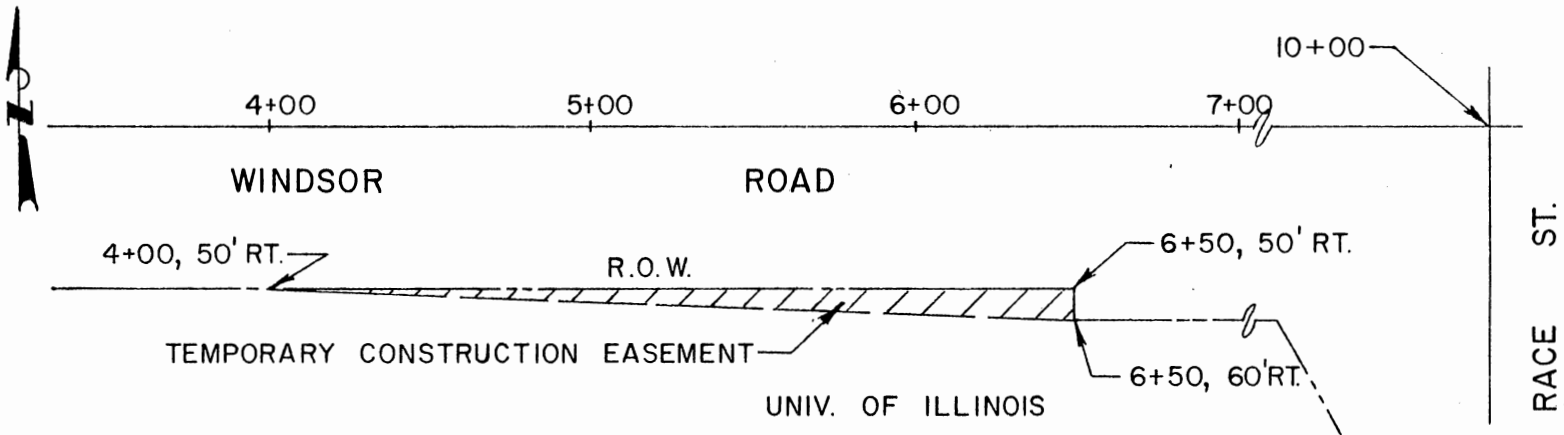
WITNESS:

IN WITNESS WHEREOF, the Grantor has set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1990 A.D.

\_\_\_\_\_ (SEAL)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

We, the Grantors, as named herein, for and in consideration of the benefits resulting from the construction of the public roadway, herein referred to, do by these presents grant, convey, and dedicate to the CITY OF URBANA, a Municipal Corporation in the County of Champaign, State of Illinois, a temporary construction easement and Right-of-Way and access for ingress and egress for the purpose of constructing a street improvement known as Windsor Road Improvements in the City of Urbana, Illinois, as shown by the plans and specifications prepared and approved by the City of Urbana Engineering Department.



The right, easement and privilege granted herein shall terminate upon completion of the said work.

The Grantee, in consideration of this conveyance, does promise, covenant and agree with the Grantors that the surface of said real estate shall be restored to its original condition prior to completion of the construction. All existing appurtenances shall be protected by the Grantee during construction. The Grantee shall restore all dislocation of surface and satisfy all damages or injuries sustained by such surface or adjacent property of the Grantors, resulting from any fault on the part of the Grantee, its agents or employees, in the construction of said improvement.

OWNER: Board of Trustees of the University of Illinois

NAME AND ADDRESS:

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

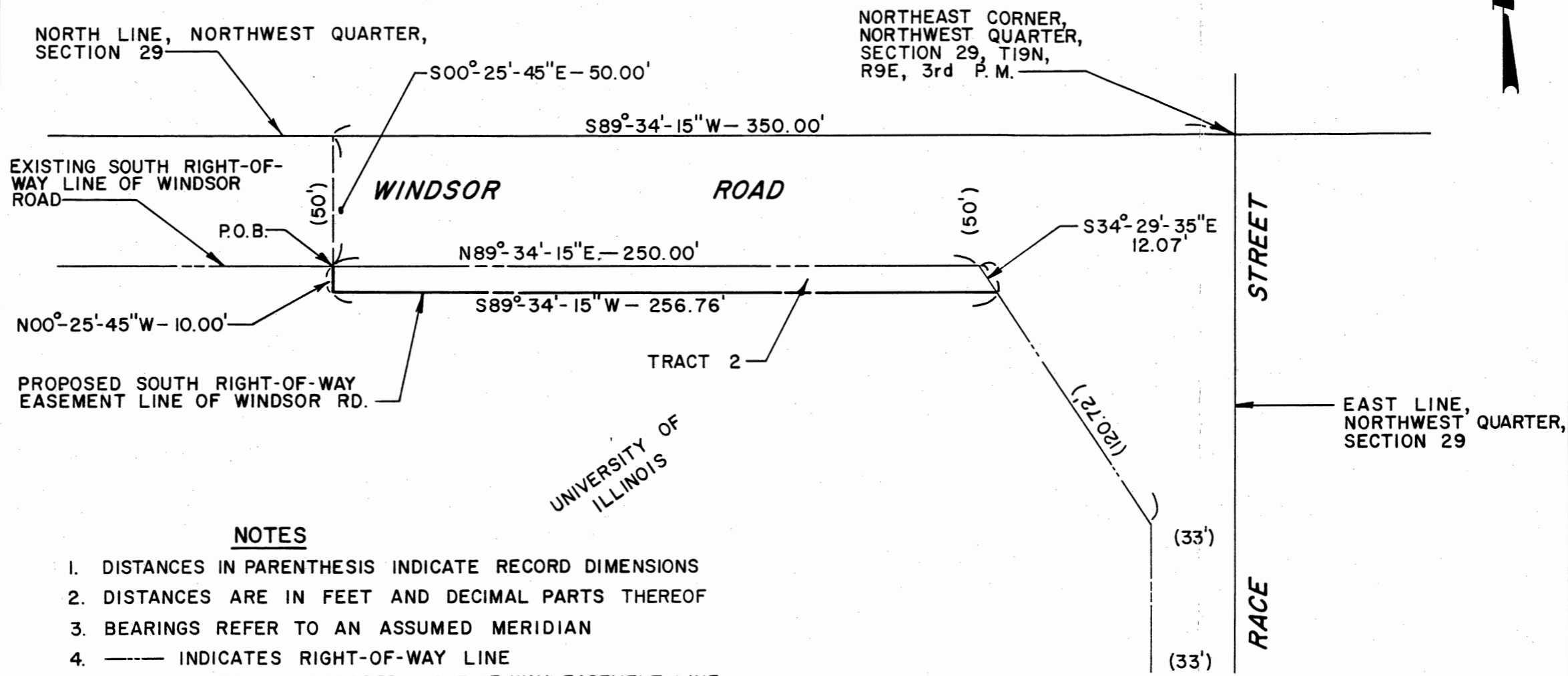
WITNESS:

IN WITNESS WHEREOF, the Grantor has set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1990 A.D.

\_\_\_\_\_ (SEAL)



DATE					
BY					
COMPUTED					
CHECKED					
INKED					
INK CHECKED					
R. O. W. PLAT					
NOTE BOOK					
NO.					



**NOTES**

1. DISTANCES IN PARENTHESIS INDICATE RECORD DIMENSIONS
2. DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF
3. BEARINGS REFER TO AN ASSUMED MERIDIAN
4. ----- INDICATES RIGHT-OF-WAY LINE
5. - - - - - INDICATES PROPOSED RIGHT-OF-WAY EASEMENT LINE

SIGNED AND SEALED THIS 19th DAY OF MARCH, 1990

*Benjamin W. Fisher*  
BENJAMIN W. FISHER  
ILLINOIS REGISTERED LAND SURVEYOR #2682

SECTION 29, TOWNSHIP 19, NORTH RANGE 9 E, 3rd PRINCIPAL MERIDIAN  
CHAMPAIGN COUNTY

**R.O.W. EASEMENT PLAT**

ROUTE \_\_\_\_\_ CONSTRUCTION SECTION \_\_\_\_\_  
SCALE: 1" = 50' FEBRUARY 19, 1990 JOB NO. \_\_\_\_\_