



**CITY OF URBANA, ILLINOIS  
DEPARTMENT OF PUBLIC WORKS**

***ENGINEERING***

**MEMORANDUM**

**TO:** Bruce Walden, Chief Administrative Officer

**FROM:** Joseph L. Smith, P.E., Senior Civil Engineer  
William R. Gray, P.E., Director of Public Works

**DATE:** December 8, 2004

**RE:** License Agreement Between the University of Illinois and the City of Urbana at the Intersection of Springfield Avenue and Goodwin Avenue

**INTRODUCTION**

The Illinois Department of Transportation and the City of Urbana have earlier agreed to construct a bike path facility from the University of Illinois Campus to Bradley Avenue. The path is to be located on Goodwin Avenue from Springfield Avenue to Bradley Avenue. The work shall primarily consist of constructing a ten-foot wide path along the east side of the right-of-way. The construction plans for this improvement have been completed and R.O.W. acquisition plats have been drawn. One of the parcels needed to accommodate the proposed bike path is located on University-owned land at the northeast corner of Springfield Avenue and Goodwin Avenue. In order for the University to provide use of this land to the city for the bike path, a license agreement between the University and the City is required.

**ISSUES AND DISCUSSION**

The attached City-University of Illinois "GRANT OF RIGHT OF WAY LICENSE at the Northeast Corner of Springfield and Goodwin, Urbana" requires an ordinance be passed by the City Council. It is as follows:

1. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A GRANT OF RIGHT OF WAY LICENSE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS.

This ordinance authorizes the Mayor to execute and deliver the agreement on behalf of the City of Urbana. Attached to this memo is a reduced copy of the Permanent Easement Plat showing the location of the subject property. Staff has reviewed the proposed improvements and finds the plan and location satisfactory.

**FISCAL IMPACTS**

There will be no additional fiscal impacts to the City outside of the already committed funds for the construction of the bike path.

**RECOMMENDATION**

It is recommended that the City Council approve the ordinance as outlined herein.

Prepared by:

\_\_\_\_\_

Joseph L. Smith, P.E.  
Senior Civil Engineer

\_\_\_\_\_

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A GRANT OF RIGHT OF WAY LICENSE  
WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
(Northeast Corner of Springfield and Goodwin, Urbana)

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

Section 1. That A Grant of Right of Way License between the City of  
Urbana and the Board of Trustees of the University of Illinois, in  
substantially the form of the copy of said License 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 License as so authorized and approved for and on behalf of  
the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_,  
2004.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Tod Satterthwaite, Mayor

Grantor: The Board of Trustees of The  
University of Illinois

**RECORDER'S USE**

Grantee: City of Urbana  
Location: Northeast quadrant of Springfield  
Avenue and Goodwin Avenue Intersection  
Legal Description: see below description

**GRANT OF RIGHT OF WAY LICENSE**

**Northeast Corner of Springfield and Goodwin, Urbana**

This Agreement ("Agreement") by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter "CITY"), and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body politic and corporate of the State of Illinois (hereinafter "UNIVERSITY"; CITY and UNIVERSITY collectively the "Parties"), made and entered into in consideration of the mutual promises contained in this Agreement, and in a spirit of cooperation and goodwill pursuant to the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., which authorizes public agencies to cooperate in the performance of their powers, privileges, and authority by contract:

WITNESSETH:

UNIVERSITY, hereby grants and-conveys to the CITY subject to the conditions and terms hereinafter stated, to which by acceptance of this Agreement CITY agrees to be bound, and to the extent UNIVERSITY has the present authority to give such permission and grant such right, hereby grants to CITY, a right-of-way over and upon, and with the right to improve the intersection with improvements consisting of a bicycle path way ("Improvements"), the parcel of land bounded and described as follows, namely:

Legal Description

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPLE MERIDIAN, IN THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, THE BOUNDARIES OF WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION. OF THE EAST RIGHT-OF-WAY LINE OF GOODWIN AVENUE WITH THE NORTH RIGHT-OF-WAY LINE OF SPRINGFIELD AVENUE; THENCE NORTH 00°55'25" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF GOODWIN AVENUE A DISTANCE OF 45.30 FEET; THENCE SOUTH 11°32'22" EAST A DISTANCE OF 46.14 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SPRINGFIELD AVENUE; THENCE SOUTH 89°24'10" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 8.50 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.004 ACRES (193 SQUARE FEET), MORE OR LESS.

The said real estate also known as the Northeast Corner of Springfield and Goodwin Avenues, Urbana and also being shown on Exhibits 1 attached hereto and by such attachment and this reference made a part hereof;

TO **HAVE** AND TO **HOLD** the said right-of-way for so long as these premises shall continue to be used as bicycle pathway improvements, provided, however, in the event the Improvements shall be removed or otherwise restricted to use other than as provided herein the said right-of-way shall cease and terminate and shall revert to the UNIVERSITY 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:

Maintenance, cleaning and repair of said right-of-way and Improvements constructed thereon shall not be the responsibility of UNIVERSITY.

2. UNIVERSITY shall not be requested or be under any duty to assume or pay any capital or construction costs, including, without limiting the foregoing, any costs for future improvements, such as street lighting, curbs, gutters, etc. upon or along said right-of-way.
3. Ingress and egress to and from, and use of said right-of-way shall be permitted by the UNIVERSITY, its employees, students, licensees, lessees, and assigns.
4. CITY agrees, at its expense, to repair any and all injury or damage that may be caused to property of UNIVERSITY which may arise out of or be in any way connected with the conduct of construction or maintenance operations by CITY or its contractors and to require such a commitment of any assignee of all or part of the rights granted hereunder.
5. The alignment, cross-section, crossing locations, and other roadway design considerations have been reviewed by the UNIVERSITY and are by means of the acceptance of these conditions, so approved.
6. CITY agrees that UNIVERSITY 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.
7. The rights granted under the terms of this Grant of Right-of-Way are only to the extent UNIVERSITY has the present right and capacity to grant the same, and it shall be the responsibility of CITY to secure any additional grants and authorizations that may be necessary or required for its purposes.
8. This agreement shall be binding upon the parties hereto and their successors or assigns.
9. Liability and Indemnification.
  - a) To the extent permitted by law, the CITY agrees to protect, indemnify, hold and save harmless and defend the UNIVERSITY, its officers and employees, against any and all losses, claims, demands, costs, causes, expenses and fees, including reasonable attorney's fees and the reasonable value of any services rendered by any employee of the UNIVERSITY, incurred by reason of any suit or any other claim or demand for injury *or* damages arising in favor of any person, including the CITY or any contractors, agents or employees of the CITY, on account of or in connection with any-breach or other violation by the CITY of any of the obligations or other terms and conditions imposed upon or assumed by the CITY pursuant to this Agreement or by reason of or in connection with any loss, injury, personal injury or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the rights granted to the CITY under this Agreement, whether or not such loss, damage, injury or liability is contributed to by the condition of the Public Ways or other property, improvement of facilities thereon, whether latent or patent, or from any other cause whatsoever, except if the condition of the Public Way is the sole cause of such loss or damage (which condition has not been caused by the CITY), and except the sole negligence or willful and wanton conduct of the UNIVERSITY or any of its officers, employees, agents or contractors. The UNIVERSITY shall provide written notice of any claim or suit to the CITY pertaining to the license granted by the Agreement, and shall provide such other information and cooperation in accordance with the terms of the liability insurance plan of the CITY,
  - b) The CITY agrees to provide to the UNIVERSITY, upon execution of this Agreement, a certificate of such coverage under the liability insurance plan of the CITY insuring the UNIVERSITY as a "Contracting Party" with coverage having a maximum limitation of \$1,000,000.00. If such liability insurance plan shall ever be modified or replaced by the CITY, the CITY agrees to provide the UNIVERSITY, at the CITY's own expense, coverage under any such modified or replaced plan as is equivalent to that provided in such existing liability insurance plan.
  - c) The CITY will require that the UNIVERSITY be indemnified and held harmless by any general contractor employed for work on the property covered by this Agreement. Further, the CITY will require that a certification of insurance, naming the UNIVERSITY as an additional insured, shall be furnished to the UNIVERSITY by any such contractor.

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 \_\_\_\_\_, 2004.

UNIVERSITY: THE BOARD OF TRUSTEES OF  
THE UNIVERSITY OF ILLINOIS

CITY: City of Urbana

**FEIN:**

By: \_\_\_\_\_  
Comptroller

By:

Attest:  
Secretary

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

APPROVED AS TO FORM:

Attest: \_\_\_\_\_

\_\_\_\_\_  
Office of University Counsel

Title:

APPROVED:

\_\_\_\_\_  
Executive Director Facilities & Services

\_\_\_\_\_  
Office Real Estate Planning and Services

Parcel: 91-21-07-479-008  
 OWNER: UNIVERSITY OF ILLINOIS  
 EXISTING TRACT AREA: 39726 SQ. FT.  
 REQUIRED EASEMENT AREA: 193 SQ. FT.  
 REMAINING TRACT AREA: 39533 SQ. FT.

LEGAL DESCRIPTION

PART OF THE SE 1/4, SE 1/4, SEC 7, T 19 N, R 9 E, 3RD P.M.

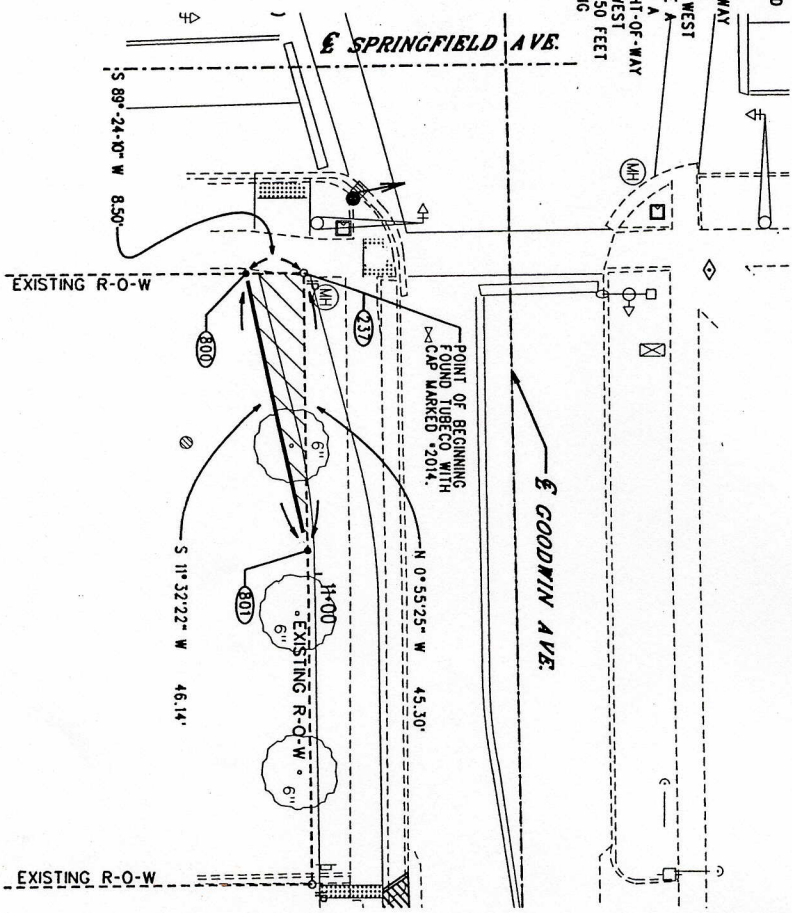
CITY OF URBANA

PERMANENT EASEMENT PLAT  
 GOODWIN AVENUE BIKE PATH  
 FEDERAL PROJECT NO. TE-0005(76)  
 L.A. SECTION 99-00352-00-BT

Exhibit 1

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPLE MERIDIAN, IN THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, THE BOUNDARIES OF WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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* COORDINATES		
PT.#	NORTH	EAST
2371	1255038.718	1014870.253
8011	1255084.012	1014869.523
8001	1255038.807	1014878.753

\* COORDINATES ARE GROUND COORDINATES BASED ON THE REPORTED COORDINATE OF HORIZONTAL CONTROL MONUMENT #1, AND THE CANAL CENTER MONUMENT #2, AND MONUMENT #1 TO MONUMENT #2 OF THE CITY OF URBANA HORIZONTAL CONTROL SYSTEM

SURVEYOR'S CERTIFICATE  
 STATE OF ILLINOIS )  
 ) S.S.  
 COUNTY OF CHAMPAIGN )

I, RANDALL D EVANS, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2978, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, I FURTHER CERTIFY THAT THE ADJACENT PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AS MADE IN THE FIELD.  
 SIGNED AND SEALED THIS 23TH DAY OF AUGUST, 2004

*Randall D. Evans*  
 RANDALL D EVANS, I.P.L.S. NO. 2978  
 340 NORTH NEL STREET  
 CHAMPAIGN, ILLINOIS



PREPARED BY AND RETURN TO SOEGEMAN & ASSOCIATES, INC.

DATE OF SURVEY: 08/16/04  
 Soegeman and Associates, Inc.  
 340 NORTH NEL STREET  
 CHAMPAIGN, ILLINOIS 62521-3922  
 ENGINEERING / SURVEYING / MANAGEMENT

