

ORDINANCE NO. 2018-01-003

**AN ORDINANCE GRANTING CONSENT TO ASSIGN
CERTAIN AGREEMENTS FOR USE OF RIGHTS-OF-WAY**

(Sale of Presence Covenant Medical Center to OSF)

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power, whether legislative or administrative, and perform any function pertaining to its government and affairs not otherwise expressly reserved to the State of Illinois by legislation; and

WHEREAS, the City and Provena Hospitals entered into an Agreement for Use of Right-of-Way dated January 11, 1999 involving Church Street which is a 60-foot dedicated right-of-way between the west right-of-way of Romine Street and the east right-of-way of Wright Street as approved by City Council as Ordinance No. 1999-01-002 (hereinafter, “ROW Agreement 1”) (see Exhibit A attached hereto and made a part hereof); and

WHEREAS, the City and Provena Hospitals entered into an Agreement for Use of Right-of-Way dated December 17, 2001 involving Romine Street which is a 66-foot dedicated right-of-way between the north right-of-way of University Avenue and the south right-of-way of Park Street as approved by City Council as Ordinance No. 2001-12-172 (hereinafter, “ROW Agreement 2”) (see Exhibit B attached hereto and made a part hereof); and

WHEREAS, the City and Provena Hospitals entered into an Agreement for Use of Right-of-Way dated December 17, 2001 involving Park Street which is an 82.5-foot dedicated right-of-way between the east right-of-way of Wright Street and the west right-of-way of Mathews Avenue as approved by City Council as Ordinance No. 2001-12-174 (hereinafter, “ROW Agreement 3”) (see Exhibit C attached hereto and made a part hereof); and

WHEREAS, since the City Council approval of the aforesaid right-of-way agreement, Provena Hospital became known as Presence Covenant Medical Center (“Presence”); and

WHEREAS, OSF HealthCare System (“OSF”) and Presence Covenant Medical Center have entered into an agreement whereby OSF will or already has acquired Presence’s assets located in the Urbana-Champaign area; and

WHEREAS, Section I of ROW Agreement 2 and Section I of ROW Agreement 3 both provide: “The license granted pursuant to this article may not be transferred without the express written consent of the City”; and

WHEREAS, no similar consent provision as appearing in Sections I of ROW Agreements 2 and 3 is contained in ROW Agreement 1; and

WHEREAS, Presence has, via letter dated December 18, 2017, notified the City that Presence anticipates a sale of certain of its assets and operations to OSF and which requests that the City consent to the assignment of by Presence to OSF of ROW Agreements 1, 2 and 3; and

WHEREAS, the City Council deems it appropriate to grant OSF's request for consent for the assignment from Presence to OSF of ROW Agreements 1, 2 and 3.

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

Section 1. The City Council shall and hereby grants consent to Presence to assign and transfer all of Presence's rights and remedies as set forth in ROW Agreements 1, 2 and 3 to OSF which consent shall become or be deemed effective upon the closing of OSF's acquisition of Presence's assets.

Section 2. The Mayor shall be and hereby is authorized to execute on behalf of the City of Urbana any and all documents, if any, necessary to effectuate the City Council's consent for the assignment and transfer of all of Presence's rights and remedies set forth in ROW Agreements 1, 2 and 3 to OSF.

Section 3. Nothing this Ordinance shall be deemed, construed or interpreted as amending, modifying or otherwise altering the underlying obligations provided for in the aforesaid ROW Agreements 1, 2 and 3.

PASSED BY THE CITY COUNCIL this ____ Day of _____, 2018.

AYES:

NAYS:

ABSTENTIONS:

Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this ____ Day of _____, 2018.

Diane Wolfe Marlin, Mayor

ORDINANCE NO. 1999-01-002

AN ORDINANCE APPROVING AN AGREEMENT FOR USE OF RIGHT-OF-WAY
(Provena Hospitals)

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, in the form of a copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.


PASSED by the City Council this 11th day of January, 1999

AYES: Hayes, Huth, Kearns, Patt, Taylor, Wyman

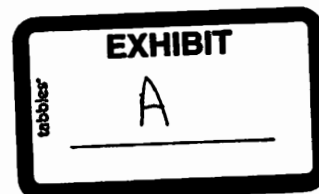
NAYS:

ABSTAINED:

APPROVED by the Mayor this 14th day of January, 1999

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

*Special Council meeting.



AGREEMENT FOR USE OF RIGHT-OF-WAY

THIS AGREEMENT, made and entered into this 11th day of January 1999, by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter "City"), and PROVENA HOSPITALS, a not-for-profit corporation duly created and established pursuant to the State of Illinois (hereinafter "Hospital"),

WITNESSETH:

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

A. Church Street is a 60-foot dedicated right-of-way between the west right-of-way of Romine Street and the east right-of-way of Wright Street.

B. The Hospital is herein granted by the City a limited right to construct and erect a drop-off canopy structure to be built in part upon such right-of-way. This limited right is wholly dependent upon the Hospital, its successors and assigns, fully and faithfully performing and complying with all the terms, conditions, and covenants contained within this Agreement. The Hospital expressly acknowledges and agrees that such limited right is immediately revocable at the option of the City in the event that the Hospital, 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 the use by the Hospital of the hereinabove described right-of-way shall at all times be subordinate to the City's use of said right-of-way.

C. The purpose of the herein permitted right to construct and erect upon such right-of-way shall be limited solely to the construction and maintenance of a drop-off canopy structure whose location is shown on Exhibits A and B, and use thereof, and for incidental uses directly related thereto. Upon cessation of such use, 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.

D. When so instructed by the Director of Public Works of the City of Urbana (hereinafter "Director"), the Hospital will cause the structure or any portion thereof to be dismantled and removed, as nearly as possible in conformance with the Director's request, within ten (10) days after receipt of written notice from the Director. The Hospital is solely and entirely responsible for any and all costs directly or indirectly related to such removal, including but not limited to removal of the foundation, physical structure, and within said drop-off canopy structure.

E. In the event of an emergency, defined as imminent peril to person or property, or when the Hospital 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 Hospital consents and agrees that the City or its duly authorized agent may remove the drop-off canopy structure or any portion thereof, and charge all costs and expenses incurred in such

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
[Between the City of Urbana and Provena Hospitals]

removal and disposal to the Hospital. Should the Hospital fail in any way to make timely payment to the City for such costs and expenses, the Hospital agrees to pay, in addition to any amount so owed, reasonable attorneys' fees and court costs incurred in the collection of such amount.

F. The Hospital agrees that it shall indemnify, save and keep harmless the City, its officers, employees or agents, from any and all claims for damage to real and personal property, and injuries to or death suffered by persons by reason of the construction, maintenance, repair or use of the drop-off canopy structure by the Hospital, its successors, assigns, tenants, guests or agents thereof. Further, the Hospital agrees that it shall indemnify, save and keep harmless the City, its officers, employees or agents, from any and all claims resulting from the removal and disposal of all or a portion of said structure, or activities incident thereto, whether done by the City, its officers, employees or agents, or by the Hospital, its employees or agents.

G. The Hospital agrees that it will post at its own expense two (2) permanent signs affixed to the drop-off canopy structure in a conspicuous manner clearly visible to all that will notify any employee or agent of the City, or any other interested person, of the existence of this Agreement. The Hospital further covenants for itself, its successors and assigns, to execute yearly inspections and maintenance of said signs to insure that they remain conspicuous and legible. Such inspections and maintenance shall continue for the duration of this Agreement.

H. The Hospital agrees that it will reimburse the City \$1,100.00 for all expenses incurred in relocating the parking meters on the south side of Church Street between Wright Street and Romine Street to the north side of Church Street within the same block. Said reimbursement includes all labor, equipment and material expenses to perform such relocation by City forces. The Hospital agrees to reimburse the City within thirty (30) days of receipt of an invoice.

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, Illinois, the fee for such recording to be at the sole expense of the Hospital.

* * *

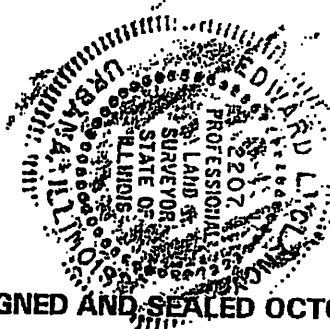
SURVEYOR'S REPORT

I, EDWARD L. CLANCY, ILLINOIS PROFESSIONAL LAND SURVEYOR 2207 AND VICE PRESIDENT OF BERNS, CLANCY AND ASSOCIATES, P.C., DO HEREBY STATE THAT AT THE REQUEST OF AND FOR THE EXCLUSIVE BENEFIT OF PROVENA COVENANT MEDICAL CENTER, I PREPARED THE FOLLOWING DESCRIPTION AND THE ACCOMPANYING PLAT OF A RIGHT-OF-WAY "ENCROACHMENT" EASEMENT TO BE GRANTED FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF VARIOUS IMPROVEMENTS, SAID "ENCROACHMENT" EASEMENT BEING OVER, UNDER, ACROSS AND THROUGH A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"ENCROACHMENT" EASEMENT:

AN "ENCROACHMENT" EASEMENT WITHIN A PART OF THE SOUTHERLY RIGHT-OF-WAY OF RELOCATED CHURCH STREET IN A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT AN IRON PIPE SURVEY MONUMENT FOUND AT THE NORTHWEST CORNER OF LOT 7 OF BLOCK 33 OF THE SEMINARY ADDITION TO THE CITY OF URBANA AS RECORDED IN DEED RECORD "Y", PAGE 208 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDER, SAID POINT ALSO BEING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF WRIGHT STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF RELOCATED CHURCH STREET; THENCE NORTH 89 DEGREES 44 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 7 BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RELOCATED CHURCH STREET, A DISTANCE OF 31.12 FEET TO AN IRON PIPE SURVEY MONUMENT FOUND; THENCE SOUTH 70 DEGREES 59 MINUTES 05 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RELOCATED CHURCH STREET, A DISTANCE OF 215.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET FOR THE POINT OF BEGINNING; THENCE NORTH 19 DEGREES 00 MINUTES 55 SECONDS EAST PERPENDICULAR TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CHURCH STREET, A DISTANCE OF 17.00 FEET TO A CHISELED "X" SURVEY MONUMENT SET; THENCE SOUTH 70 DEGREES 59 MINUTES 05 SECONDS EAST PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RELOCATED CHURCH STREET, A DISTANCE OF 120.00 FEET TO A CHISELED "X" SURVEY SET; THENCE SOUTH 19 DEGREES 00 MINUTES 55 SECONDS WEST PERPENDICULAR TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RELOCATED CHURCH STREET, A DISTANCE OF 17.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RELOCATED CHURCH STREET; THENCE NORTH 70 DEGREES 59 MINUTES 05 SECONDS WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RELOCATED CHURCH STREET, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING; SAID "ENCROACHMENT" EASEMENT CONTAINING 2,040 SQUARE FEET, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN URBANA, CHAMPAIGN COUNTY, ILLINOIS.



SIGNED AND SEALED OCTOBER 5, 1998

Edward L. Clancy

EDWARD L. CLANCY, P.E., L.S., VICE PRESIDENT
 BERNS, CLANCY AND ASSOCIATES, P.C.
 ILLINOIS PROFESSIONAL LAND SURVEYOR 2207
 URBANA, CHAMPAIGN COUNTY, ILLINOIS
 DATE OF LICENSE EXPIRATION: NOVEMBER 30, 1998 3631-1.SR (#1)

PLAT AND DESCRIPTION OF
 "ENCROACHMENT" EASEMENT WITHIN
 THE SOUTHERLY RIGHT-OF-WAY OF
 RELOCATED CHURCH STREET IN A PART
 OF THE SOUTHEAST QUARTER OF
 SECTION 7, TOWNSHIP 19 NORTH,
 RANGE 9 EAST OF THE THIRD
 PRINCIPAL MERIDIAN,
 CITY OF URBANA,
 CHAMPAIGN COUNTY, ILLINOIS

DATE
100598

SCALE
-

SHEET
2 OF 2

JOB
3631-1

PROVENA COVENANT MEDICAL CENTER



BERNS, CLANCY AND ASSOCIATES, P.C.
 ENGINEERS • SURVEYORS • PLANNERS
 408 EAST MAIN STREET 28 WEST NORTH STREET
 POST OFFICE BOX 765 301 THORNTON BUILDING
 URBANA, IL 61803-0765 DANVILLE, IL 61832-5729
 PHONE: 217/384-1144 PHONE: 217/431-1144
 FAX: 217/384-3355 FAX: 217/431-2929
 EMAIL: bca@shout.net EMAIL: boadanv@pdnt.com

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
[Between the City of Urbana and Provena Hospitals]

CITY OF URBANA, ILLINOIS

By: Tod Satterthwaite
Tod Satterthwaite, Mayor

ATTEST:

Phyllis Clark
Phyllis Clark, City Clerk

* * *

PROVENA HOSPITALS

By: Doreen Friedman
President

ATTEST:

Jane Proszynski
Secretary

* * *

Prepared by and please return recorded copy to:

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

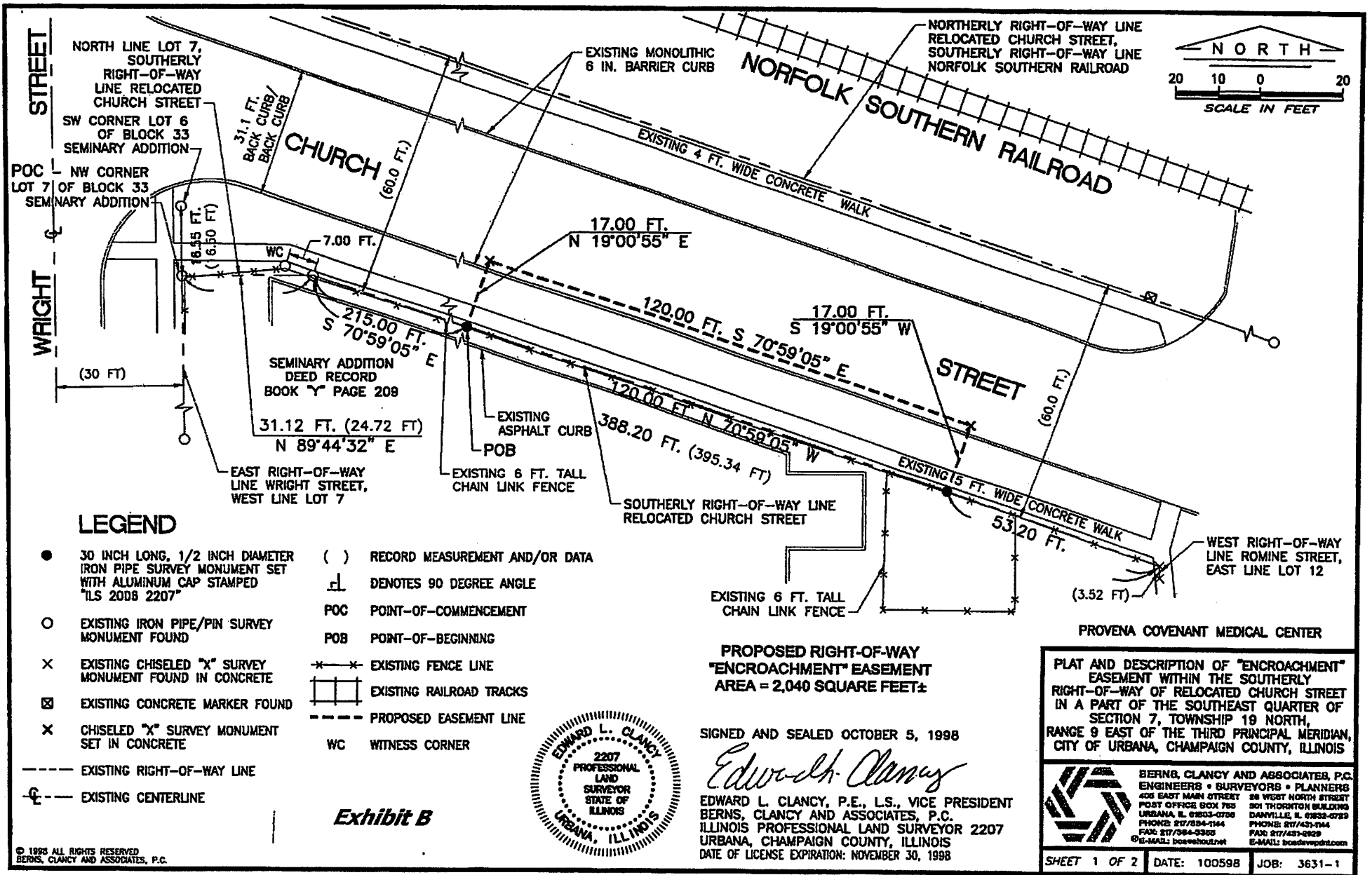
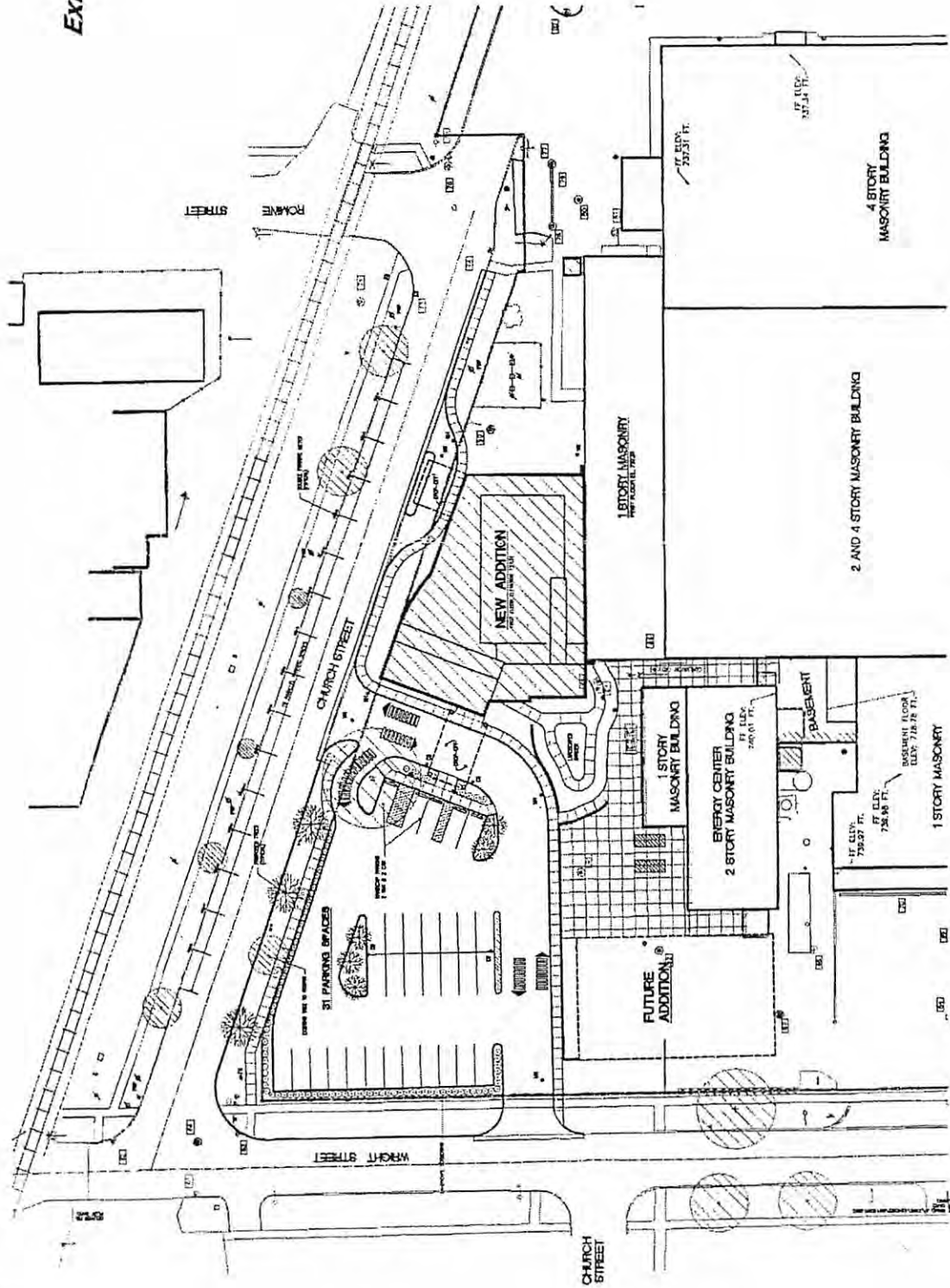


Exhibit A



SITE PLAN
SCALE 1"=50'

ORDINANCE NO. 2001-12-172

AN ORDINANCE APPROVING AN AGREEMENT FOR USE OF RIGHT-OF-WAY
(Romine Street Between University Avenue and Park Street)

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

Section 1. That an Agreement Between the City of Urbana, Illinois and Provena Hospitals for Use of Right-of-Way, in substantially the form of said Agreement attached hereto, 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.

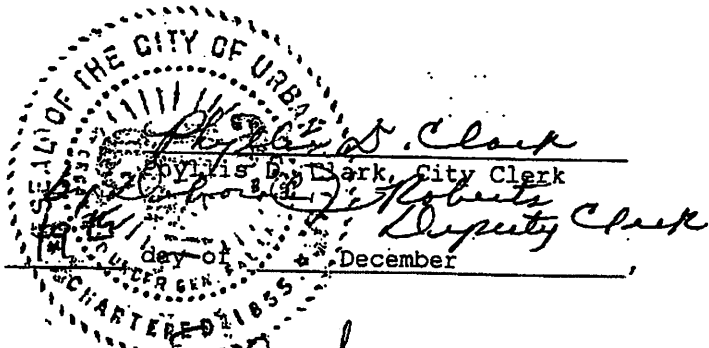
PASSED by the City Council this 17th day of December, 2001.

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

NAYS:

ABSTAINS:

APPROVED by the Mayor this _____ day of _____ December, 2001.



Tod Satterthwaite
Tod Satterthwaite, Mayor

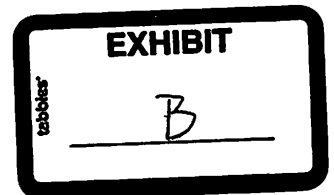


EXHIBIT E

(12/12/01)

AGREEMENT FOR USE OF RIGHT-OF-WAY**[Romine Street Between University Avenue and Park Street]**

THIS AGREEMENT, made and entered into this 17 day of December, 2001, by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter "City"), Provena Hospitals, a not-for-profit corporation duly created and established pursuant to the State of Illinois (hereinafter "Hospital"), and Fox Development Corporation, an Illinois corporation (hereinafter "Fox"),

WITNESSETH:

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

A. Romine Street is a 66-foot dedicated right-of-way between the north right-of-way of University Avenue and the south right-of-way of Park Street.

B. The Hospital and Fox are herein granted by the City a limited right to install a canopy for the Medical Office Building #1 over the Romine Street right-of-way. This limited right is wholly dependent upon the Hospital and Fox, its successors and assigns, fully and faithfully performing and complying with all the terms, conditions, and covenants contained within this Agreement. The Hospital and Fox expressly acknowledge and agree that such limited right is immediately revocable at the option of the City in the event that the Hospital and Fox, their successors or assigns, fail to perform or comply with any term, condition or covenant set forth within this Agreement. Further, it is expressly understood and agreed that the license herein granted is, and shall be at all times, subordinate to the City's or the Public's use of the Public Property for purposes normally associated with public right-of-way; accordingly, if necessary to accommodate repair or construction of City utilities or improvements to the right-of-way, the Hospital and Fox shall, at their sole cost, be obligated to relocate any portion of the canopy installed in the public right-of-way, pursuant to this Agreement, if directed in writing to do so by the City Engineer, or, as otherwise agreed to by the City, the Hospital, and Fox. For example, if it would be less expensive for the Hospital and Fox to pay increased incremental costs of the City to locate or relocate City utilities in a different location, the City, the Hospital, and Fox shall consider such alternatives in good faith.

C. The construction and installation of said canopy or any change thereof including extension, widening, reduction or removal of the canopy shall be subject to the issuance of a permit by the Director of Public Works of the City of Urbana (hereinafter "Director"). The canopy shall not be built until a permit is issued by the Director. Each application for a permit shall be accompanied by prints, plans and maps showing the proposed location of the canopy to be installed. In the event of an emergency which the Hospital and Fox believe poses a threat of immediate harm to the public or to any of the Hospital's and Fox's facilities, the Hospital and Fox shall be permitted access to the public way to ameliorate the threatened harm without the

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
Between the City of Urbana, Provena Hospitals, and Fox Development Corporation
[Romne Street Between University Avenue and Park Street]

benefit of a permit, provided however the Hospital and Fox shall advise the City of the emergency at its earliest opportunity and seek a proper permit within a reasonable period of time thereafter.

D. The purpose of the herein permitted right to construct upon such right-of-way shall be limited solely to the installation and maintenance of a canopy in said right-of-way, which is shown on Exhibit A, and use thereof, and for incidental uses directly related thereto. Upon cessation of such use as determined by the Director, 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. When so instructed by the Director, the Hospital and Fox will cause the canopy to be removed as nearly as possible in conformance with the Director's request, within thirty {30} days after receipt of written notice to the Hospital's and Fox's corporate officers from the Director or his/her designee. The Hospital and Fox are 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 Hospital and Fox have inadequately complied with an order of the Director pursuant to Paragraph {E} above, or at any other time the Director or other responsible City official in good faith deems the procedures of Paragraph {E} impracticable under the circumstances present, the Hospital and Fox consent and agree that the City or its duly authorized agent may remove the canopy, or any portion thereof, and charge all costs and expenses incurred in such removal, disposal, and restoration to the Hospital and Fox. Should the Hospital and Fox fail in any way to make timely payment to the City for such costs and expenses, the Hospital and Fox agree to pay, in addition to any amount so owed, reasonable attorneys' fees and court costs incurred in the collection of such amount.

G. The Hospital and Fox shall, at the Hospital's and Fox's expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising from any and all lawsuits or claims of any nature which may in any way be made against the City or any of its officers, employees or agents in connection with this Agreement or in any way relating to the construction or occupancy of the canopy which is the subject of this Agreement. To the fullest extent allowed by law, the Hospital and Fox shall also indemnify, keep and save harmless the City, its officials, employees and agents, against any and all loss, damages, claims, lawsuits, liabilities, judgments, settlements and costs and expenses including attorney's fees and court costs which may in any way accrue against the City or any of its officials, employees, or agents as a result of this Agreement whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Hospital and Fox, or the employees of the Hospital and Fox, or agents of the Hospital and Fox, or the City or its employees or any combination of the foregoing, excepting only that clause by the sole negligence or willful and wanton misconduct of the City, its officers, or its employees.

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
Between the City of Urbana, Provena Hospitals, and Fox Development Corporation
[Romine Street Between University Avenue and Park Street]

H. The Hospital and Fox acknowledge that it shall be fully responsible and bear all costs associated with any and all maintenance or repair of the canopy.

I. The license granted pursuant to this article may not be transferred without the express written consent of the City.

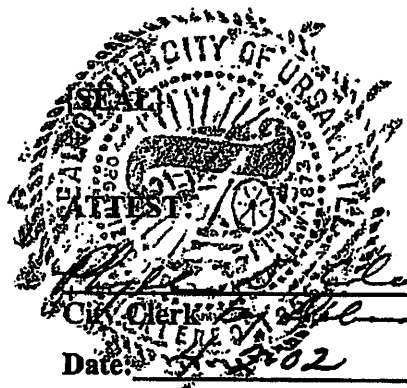
J. No license granted under this authority shall convey any right, title, or interest in rights-of-way but shall be deemed a license only to use and occupy the right-of-way for the limited purposes and term stated on the grant. No license granted under this authority shall be construed as any warranty of title.

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

* * *

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
Between the City of Urbana, Provena Hospitals, and Fox Development Corporation
[Romine Street Between University Avenue and Park Street]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.



CITY OF URBANA, CHAMPAIGN COUNTY,
ILLINOIS

By: *Carl Sattler*
Mayor

[Signature]
City Clerk
Date: 5-17-02
[Signature]
Deputy Clerk

PROVENA HOSPITALS
~~PROVENA PROPERTIES, INC.~~, an Illinois not-for-profit
corporation

{SEAL}

By: *[Signature]*
Its: _____

ATTEST:

Judith Pecora
Assistant Secretary
Date: 5-17-02

FOX DEVELOPMENT CORPORATION, an
Illinois corporation

{SEAL}

BY: *Peter J. F.*
Its: _____

ATTEST:

[Signature]
Secretary
Date: _____

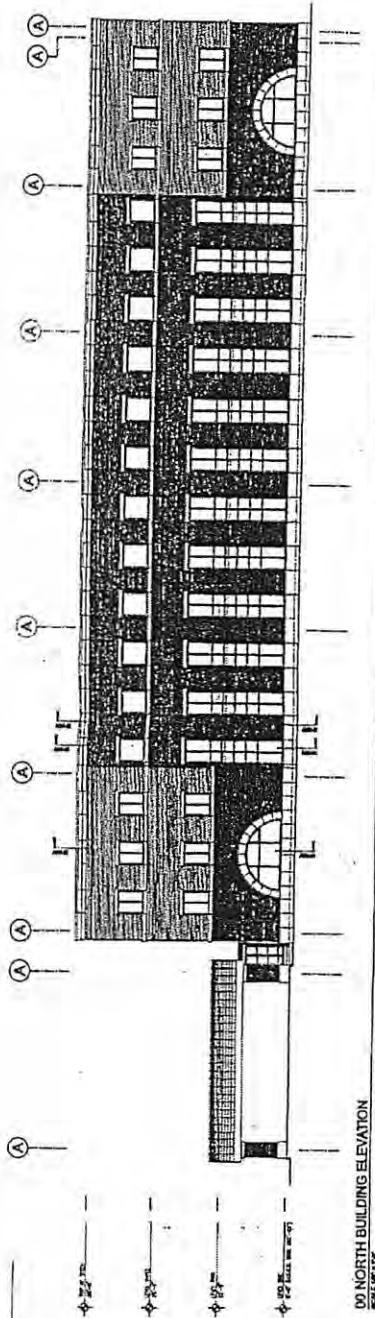
AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
Between the City of Urbana, Provena Hospitals, and Fox Development Corporation
[Romine Street Between University Avenue and Park Street]

Prepared by and please return recorded copy to:

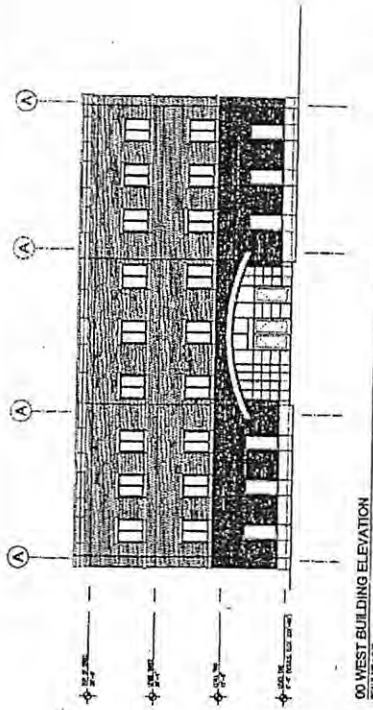
Jack Waaler, City Attorney
City of Urbana, Illinois
400 South Vine Street
Urbana, Illinois 61801



16 Member OLVING
 PRELIMINARY DRAWING
 FOR CONSTRUCTION



00 NORTH BUILDING ELEVATION
 SCALE 1/8" = 1'-0"



00 WEST BUILDING ELEVATION
 SCALE 1/8" = 1'-0"

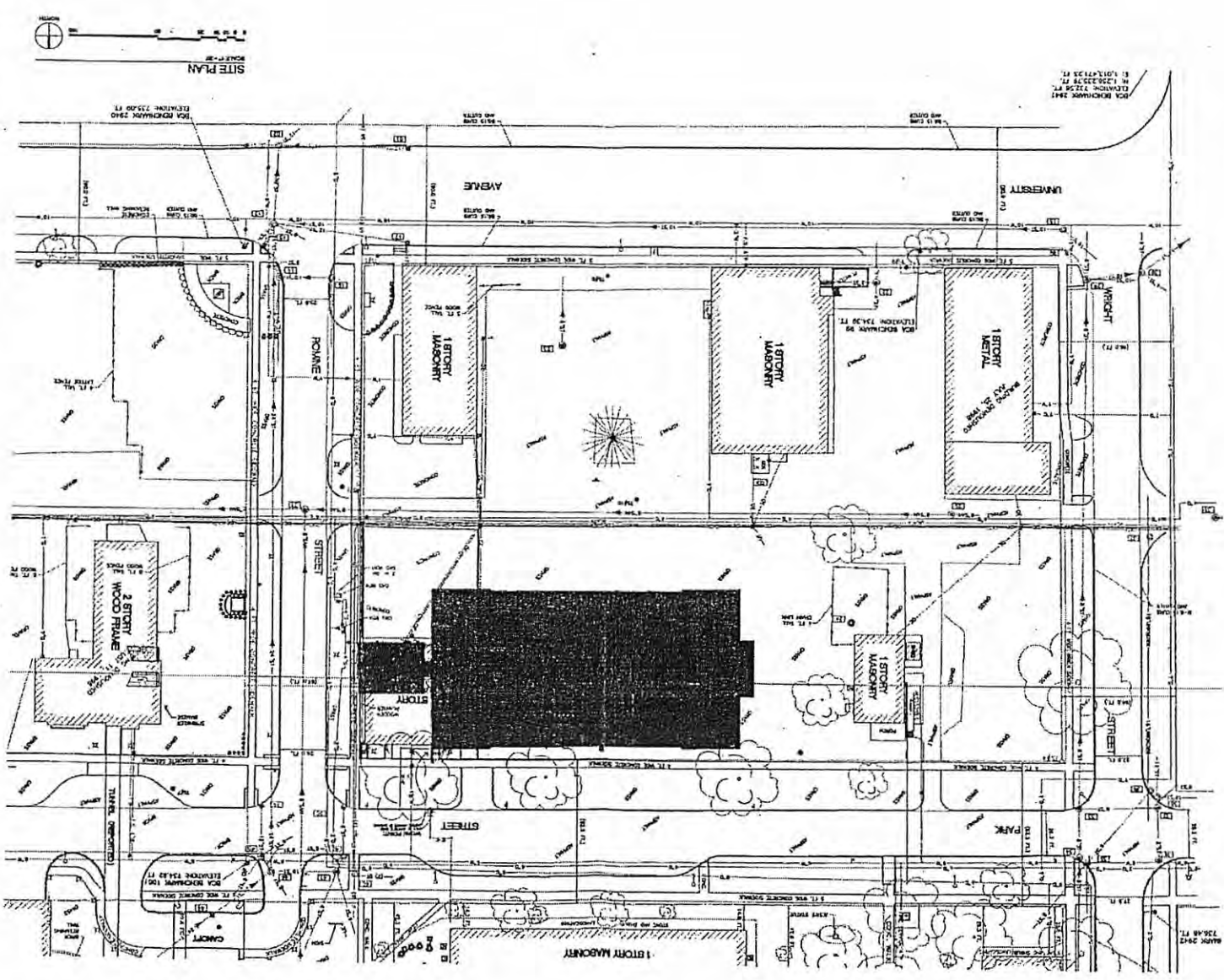


SOUTH & WEST BUILDING ELEVATION	
DATE	11/15/2011
BY	ARCHITECT
CHECKED BY	ARCHITECT
SCALE	AS SHOWN
PROJECT	PROVENA CONVENT MEDICAL CENTER
NO.	A201

19 November 01
 PRELIMINARY DRAWING
 NOT FOR CONSTRUCTION

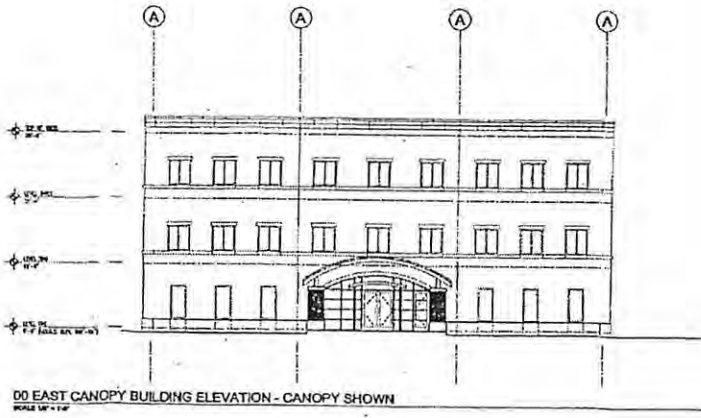
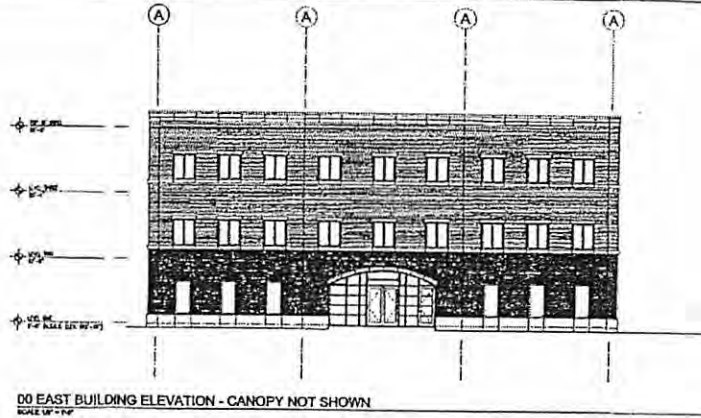
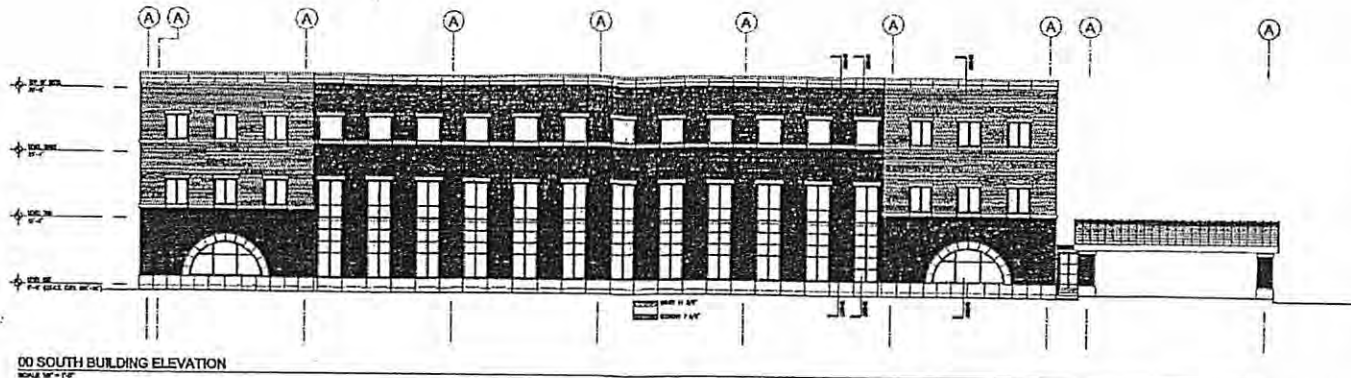
PROVENA
 CONSULTING KENOSHA, WISCONSIN

BS&A
 DESIGN
 ARCHITECTS, ENGINEERS, INTERIORS DESIGNERS
 1000 WEST WISCONSIN STREET, SUITE 200
 KENOSHA, WISCONSIN 53140



BUILDING LOCATION PLAN
 SCALE: 1" = 20' - 0" (1/8" = 10' - 0")
 DATE: 11/19/01
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]

SITE PLAN
 SCALE: 1" = 20' - 0" (1/8" = 10' - 0")
 DATE: 11/19/01
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]



BSA
DESIGN
ARCHITECTURE, ENGINEERING, INTERIOR DESIGN
AND A DIVISION OF PERKINS+WILL
100 North
West Superior Street, Suite 200
Chicago, Illinois 60610
TEL: 312.420.1000 FAX: 312.420.1001
WWW.BSADESIGN.COM

18 November 01
PRELIMINARY DRAWING
NOT
FOR CONSTRUCTION

PROVENA
COVINGTON MEDICAL CENTER

**NORTH & EAST
BUILDING
ELEVATION**

SCALE: 1/4" = 1'-0" (1/8" = 1'-0")

DATE: 11/18/01

DESIGNER: JH

DRAWN: JH

APPROVED: JH

FILE NAME: 01111801

A200

AN ORDINANCE APPROVING AN AGREEMENT FOR USE OF RIGHT-OF-WAY

(Park Street Between Wright Street and Mathews Avenue)

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

Section 1. That an Agreement Between the City of Urbana, Illinois and Provena Hospitals for Use of Right-of-Way, in substantially the form of said Agreement attached hereto, 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.

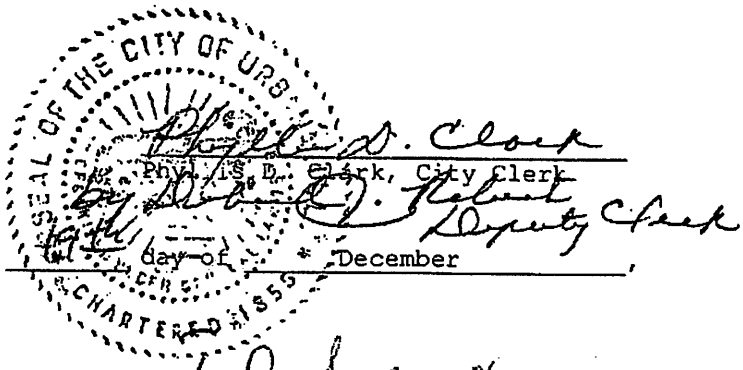
PASSED by the City Council this 17th day of December, 2001.

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

NAYS:

ABSTAINS:

APPROVED by the Mayor this _____ day of _____, December, 2001.



Tod Satterthwaite
Tod Satterthwaite, Mayor

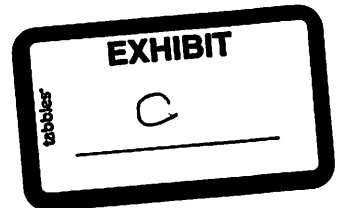


EXHIBIT D

(12/12/01)

AGREEMENT FOR USE OF RIGHT-OF-WAY**[Park Street Between Wright Street and Mathews Avenue]**

THIS AGREEMENT, made and entered into this 17 day of December, 2001, by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter "City"), and Provena Hospitals, a not-for-profit corporation duly created and established pursuant to the State of Illinois (hereinafter "Hospital"),

WITNESSETH:

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

- A. Park Street is an 82.5 foot dedicated right-of-way between the east right-of-way of Wright Street and the west right-of-way of Mathews Avenue.
- B. The Hospital is herein granted by the City a limited right to install two skywalks at least seventeen {17} feet above the existing centerline elevation of Park Street over such right-of-way. This limited right is wholly dependent upon the Hospital, its successors and assigns, fully and faithfully performing and complying with all the terms, conditions, and covenants contained within this Agreement. The Hospital expressly acknowledges and agrees that such limited right is immediately revocable at the option of the City in the event that the Hospital, 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 and agreed that the license herein granted is, and shall be at all times, subordinate to the City's or the Public's use of the Public Property for purposes normally associated with public right-of-way; accordingly, if necessary to accommodate repair or construction of City utilities or improvements to the right-of-way, the Hospital shall, at its sole cost, be obligated to relocate any portion of the skywalks installed in the public right-of-way, pursuant to this Agreement, if directed in writing to do so by the City Engineer, or, as otherwise agreed to by the City and the Hospital. For example, if it would be less expensive for the Hospital to pay increased incremental costs of the City to locate or relocate City utilities in a different location, the City and the Hospital shall consider such alternatives in good faith.
- C. The construction and installation of said skywalks or any change thereof including extension, widening, reduction or removal of any one of the skywalks shall be subject to the issuance of a permit by the Director of Public Works of the City of Urbana (hereinafter "Director"). The skywalks shall not be built until a permit is issued by the Director. Each application for a permit shall be accompanied by prints, plans and maps showing the proposed location of the skywalks to be installed. In the event of an emergency which the Hospital believes poses a threat of immediate harm to the public or to any of the Hospital's facilities, the Hospital shall be permitted access to the public way to ameliorate the threatened harm without

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
Between the City of Urbana and Provena Hospitals
[Park Street Between Wright Street and Mathews Avenue]

the benefit of a permit, provided however the Hospital shall advise the City of the emergency at its earliest opportunity and seek a proper permit within a reasonable period of time thereafter.

D. The purpose of the herein permitted right to construct upon such right-of-way shall be limited solely to the installation and maintenance of two skywalks in said right-of-way, which is shown on Exhibit A, and use thereof, and for incidental uses directly related thereto. Upon cessation of such use as determined by the Director, 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. When so instructed by the Director, the Hospital will cause any one or both of the skywalks to be removed as nearly as possible in conformance with the Director's request, within thirty {30} days after receipt of written notice to the Hospital's corporate officer from the Director or his/her designee. The Hospital 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 Hospital has inadequately complied with an order of the Director pursuant to Paragraph {E} above, or at any other time the Director or other responsible City official in good faith deems the procedures of Paragraph {E} impracticable under the circumstances present, the Hospital consents and agrees that the City or its duly authorized agent may remove any one or both of the skywalks, or any portion thereof, and charge all costs and expenses incurred in such removal, disposal, and restoration to the Hospital. Should the Hospital fail in any way to make timely payment to the City for such costs and expenses, the Hospital 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 Hospital shall, at the Hospital's expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising from any and all lawsuits or claims of any nature which may in any way be made against the City or any of its officers, employees or agents in connection with this Agreement or in any way relating to the construction or occupancy of the skywalks which is the subject of this Agreement. To the fullest extent allowed by law, the Hospital shall also indemnify, keep and save harmless the City, its officials, employees and agents, against any and all loss, damages, claims, lawsuits, liabilities, judgments, settlements and costs and expenses including attorney's fees and court costs which may in any way accrue against the City or any of its officials, employees, or agents as a result of this Agreement whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Hospital or the employees of the Hospital or agents of the Hospital, or the City or its employees or any combination of the foregoing, excepting only that clause by the sole negligence or willful and wanton misconduct of the City, its officers, or its employees.

H. The Hospital acknowledges that it shall be fully responsible and bear all costs associated with any and all maintenance or repair of the skywalks.

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
Between the *City of Urbana* and *Provena Hospitals*
[Park Street Between Wright Street and Mathews Avenue]

I. The license granted pursuant to this article may not be transferred without the express written consent of the City.

J. No license granted under this authority shall convey any right, title, or interest in rights-of-way but shall be deemed a license only to use and occupy the right-of-way for the limited purposes and term stated on the grant. No license granted under this authority shall be construed as any warranty of title.

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

* * *

AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
Between the City of Urbana and Provena Hospitals
[Park Street Between Wright Street and Mathews Avenue]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

CITY OF URBANA, CHAMPAIGN COUNTY,
ILLINOIS

{SEAL}

By: Tal Satterthwaite
Mayor

ATTEST:

Phyllis D. Clark
City Clerk

Date: _____

PROVENA HOSPITALS
~~PROVENA PROPERTIES, INC.~~, an Illinois not-for-profit
corporation

{SEAL}

By: [Signature]
Its: System One President

ATTEST:

[Signature]
Assistant Secretary

Date: 5-17-02

Prepared by and please return recorded copy to:

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