

**89-R-20**

**A RESOLUTION**

**Authorizing the City Manager to Grant an Easement for Steam Infrastructure Installation on Emerson Street**

**NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** The City Manager is hereby authorized and directed to sign an Easement Agreement (the “**Agreement**”) by and between the City and Northwestern University for the City to grant an easement for the installation of steam infrastructure below ground on Emerson Street, west of Sheridan Road and east of Orrington Avenue. The Agreement is attached hereto as Exhibit 1 and incorporated herein by reference.

**SECTION 2:** The City Manager is hereby authorized and directed to negotiate any additional conditions of said Agreement that he deems to be in the best interests of the City.

**SECTION 3:** This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.



\_\_\_\_\_  
Stephen H. Hagerty, Mayor

Attest:



\_\_\_\_\_  
Devon Reid, City Clerk

Approved as to form:



\_\_\_\_\_  
Kelley A. Gandurski, Corporation Counsel

Adopted: October 26, 2020

**EXHIBIT 1**

**EASEMENT AGREEMENT**

**GRANT OF NON-EXCLUSIVE PUBLIC  
UTILITY EASEMENT**

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In consideration of the payment of the easement fee in the amount of Twenty Thousand Six Hundred Forty Three and 00/100 Dollars (\$20,643) and other good and valuable consideration ("Easement Fee"), the receipt of which hereby is acknowledged, **THE CITY OF EVANSTON**, of the State of Illinois, County of Cook and its successors, assignees and transferees (all hereinafter referred to as "**Grantor**"), hereby grants to **NORTHWESTERN UNIVERSITY**, of the State of Illinois, County of Cook and its successors, assignees and transferees (all hereinafter referred to as "**Grantee**") a non-exclusive permanent easement for the period between November 1, 2020 through October 31, 2040 for a total of twenty (20) years ("Easement Term") for the purpose of the installation of utility conduits to accommodate steam infrastructure, and appurtenances in, over, upon, through, along, across and under the following described real estate, with an area of approximately 1,180 sq. ft. as described below:

A Public Utility Easement,

A 10.00 foot Utility Easement below ground level not to exceed a maximum depth of 15.00 feet (as measured from the existing centerline of Emerson Street) of that part of Emerson Street described as follows: Commencing at the Southwesterly corner of Emerson Street and Sheridan Road, being also the Northeast corner of Lot A in the Plat of Consolidation of Parts of Blocks 2, 5, 9 and 10 in the Village (now City) of Evanston Subdivision in fractional sections 7 and 18, Township 41 North, Range 14 East of the Third Principal Meridian, according to the Plat thereof recorded April 10, 1974 as Document No. 22680757; thence North 89°30'21" West on a assumed bearing along the Southerly line of said Emerson Street, being also the North line of said lot A for a distance of 87.05 feet to the point of beginning; thence continuing North 89°30'21" West a distance of 118.00 feet; thence North 00°29'39" East a distance of 10.00 feet; thence South 89°30'21" East a distance of 118.00 feet; thence South 00°29'39" West a distance of 10.00 feet to the point of beginning, in Cook County, Illinois, situated in the County of Cook, State of Illinois and at Emerson Street west of Sheridan Road and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "Premises." Attached as Exhibit A is the Plat of Easement depicting said Easement on the Premises and contains the legal description for said Easement.

Grantor hereby grants, conveys, warrants and dedicates to the Grantee, its agents, servants, employees, its successors and assigns, a non-exclusive public utilities easement to survey, construct, reconstruct, use, operate, maintain, test, inspect, repair, or alter the steam infrastructure, and related appurtenances and to inspect and make alterations to the above describe system, both only in consultation with the City of Evanston's Public Works Agency and any and all of parameters and restrictions on said use described, in, over, upon, thru, along, across and under the Premises together with related attachments, equipment and appurtenances thereto (collectively "Public Utilities") in upon, under, along and across the

Premises, with the right of access thereto, including all reasonable rights of ingress and egress across any adjoining lands of Grantor necessary for the exercise of the rights herein granted.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTOR:

By: \_\_\_\_\_  
Erika Storlie, City Manager  
CITY OF EVANSTON

ATTEST:

By: \_\_\_\_\_  
Devon Reid, City Clerk  
CITY OF EVANSTON

STATE OF ILLINOIS            )  
                                          ) ss.  
COUNTY OF COOK            )

I, \_\_\_\_\_, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Erika Storlie, City Manager of the City of Evanston who is personally know to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under by hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public

GRANTEE:

\_\_\_\_\_  
Northwestern University  
Facilities Management Operations

B : \_\_\_\_\_  
Signatur

STATE OF ILLINOIS        )  
                                          ) ss.  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that, Gary R. Wojtowicz, Facilities Management Operations who is personally know to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under by hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public

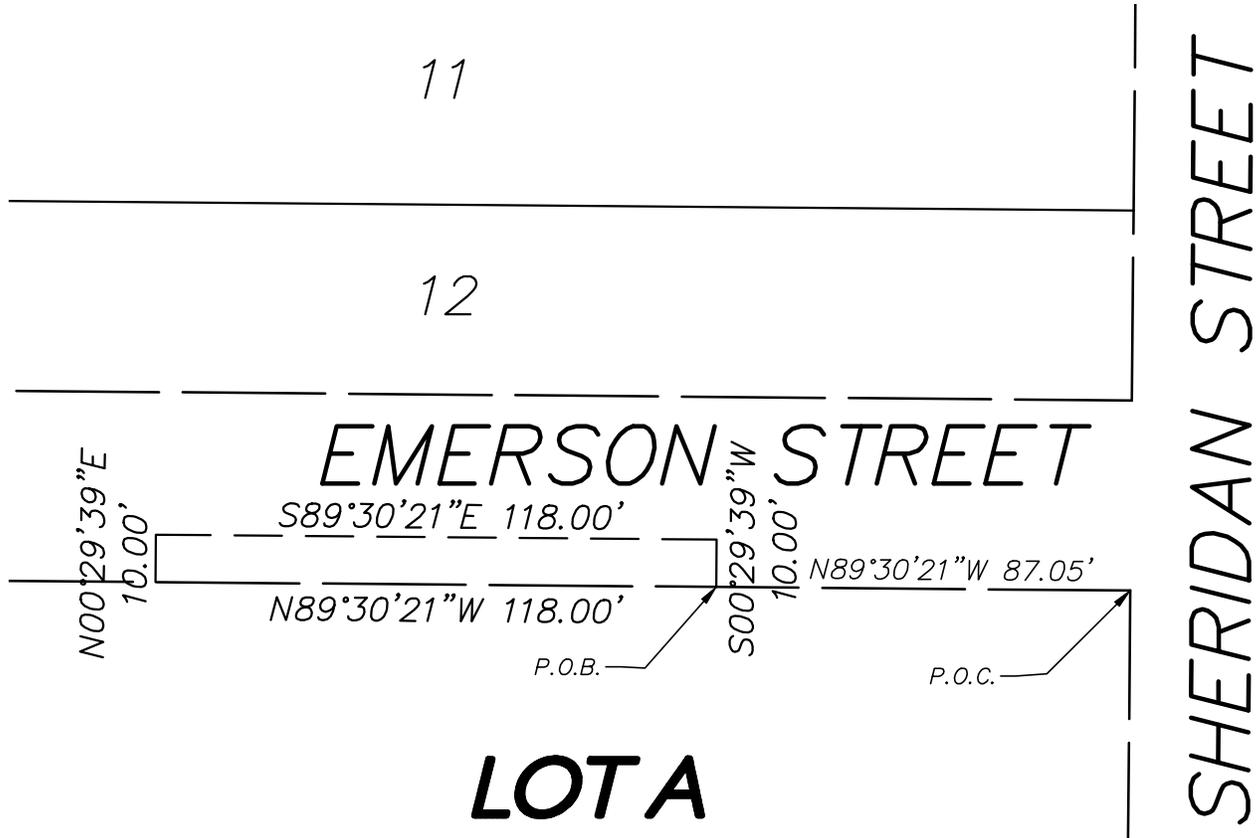
**EXHIBIT A**

**PLAT OF EASEMENT**

# PLAT OF EASEMENT OF

A 10.00 FOOT UTILITY EASEMENT BELOW GROUND LEVEL NOT TO EXCEED A MAXIMUM DEPTH OF 15.00 FEET (AS MEASURED FROM THE EXISTING CENTERLINE OF EMERSON STREET) OF THAT PART OF EMERSON STREET DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF EMERSON STREET AND SHERIDAN ROAD, BEING ALSO THE NORTHEAST CORNER OF LOT A IN THE PLAT OF CONSOLIDATION OF PARTS OF BLOCKS 2, 5, 9 AND 10 IN THE VILLAGE (NOW CITY) OF EVANSTON SUBDIVISION IN FRACTIONAL SECTIONS 7 AND 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1974 AS DOCUMENT NO. 22680757; THENCE NORTH 89°30'21" WEST ON AN ASSUMED BEARING ALONG THE SOUTHERLY LINE OF SAID EMERSON STREET, BEING ALSO THE NORTH LINE OF SAID LOT A FOR A DISTANCE OF 87.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°30'21" WEST A DISTANCE OF 118.00 FEET; THENCE NORTH 00°29'39" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°30'21" EAST A DISTANCE OF 118.00 FEET; THENCE SOUTH 00°29'39" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 1180 SQ. FT.

1" = 40'



STATE OF ILLINOIS)  
COUNTY OF COOK) S.S.

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF EVANSTON,  
COOK COUNTY, ILLINOIS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

BY: \_\_\_\_\_ CITY CLERK, EVANSTON, ILLINOIS

STATE OF ILLINOIS)  
COUNTY OF LAKE) S.S.

GEWALT HAMILTON ASSOCIATES, INC., DO HEREBY CERTIFY THAT WE HAVE PREPARED THIS  
PLAT OF EASEMENT FROM EXISTING PLATS AND PLANS FOR THE PURPOSE OF GRANTING  
THE UTILITY EASEMENT AS SHOWN HEREON.

I HEREBY AUTHORIZE A REPRESENTATIVE FOR THE CITY OF EVANSTON TO RECORD THIS  
PLAT WITH THE COOK COUNTY RECORDERS OFFICE.

GEWALT HAMILTON ASSOCIATES, INC. DATED THIS 25TH. DAY OF AUGUST, 2020.

*Edward A. Hedge*

EDWARD A. HEDGE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3026  
MY LICENSE EXPIRES NOVEMBER 30, 2020



**GHA GEWALT HAMILTON ASSOCIATES, INC.**

625 Forest Edge Drive ■ Vernon Hills, IL. 60061  
TEL 847.478.9700 ■ FAX 847.478.9701

**NORTHWESTERN  
EMERSON STREET**

FILE: 4550.106\_ESMT.dwg

DRAWN BY: EAH

GHA PROJECT #

DATE: 8-25-20

4550.106

CHECKED BY:

SCALE: 1" = 40'

Easement Calculaton for NU requested easement  
15-Oct-20  
Dave Stoneback

<b>Emerson St easement</b>			
<b>year</b>	<b>rate/SF</b>	<b>SF</b>	<b>Cost</b>
2020	0.720	1180	\$ 849.60
2021	0.734	1180	\$ 866.59
2022	0.749	1180	\$ 883.92
2023	0.764	1180	\$ 901.60
2024	0.779	1180	\$ 919.63
2025	0.795	1180	\$ 938.03
2026	0.811	1180	\$ 956.79
2027	0.827	1180	\$ 975.92
2028	0.844	1180	\$ 995.44
2029	0.860	1180	\$ 1,015.35
2030	0.878	1180	\$ 1,035.66
2031	0.895	1180	\$ 1,056.37
2032	0.913	1180	\$ 1,077.50
2033	0.931	1180	\$ 1,099.05
2034	0.950	1180	\$ 1,121.03
2035	0.969	1180	\$ 1,143.45
2036	0.988	1180	\$ 1,166.32
2037	1.008	1180	\$ 1,189.65
2038	1.028	1180	\$ 1,213.44
2039	1.049	1180	\$ 1,237.71
		total cost	\$ 20,643.00
		avg annual cost	\$ 1,032.15