

16-R-94

A Resolution

Authorizing the Grant of a
License to Ralph L. Dupuis
Allowing Concrete Steps to Remain
on the Public Sidewalks

WHEREAS, Ralph L. Dupuis ("Licensee") is the owner of the subject property at 1006-1010 Davis Street, Evanston, Illinois, legally described as follows:

Lots 1, 2, and 3 in the subdivision of the North 135.0 feet of Lot 2 in Block 62 in Evanston in the Southwest 1/4 of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, the subject property is improved with a structure containing Lemoi Ace Hardware Store on the ground floor and apartment dwelling units on the second floor;

WHEREAS, concrete steps leading to the apartments are located on the public sidewalk; and

WHEREAS, the concrete steps encroach approximately 1.2 feet on the public sidewalk; and

WHEREAS, the Site Plan Review and Appearance Committee has reviewed the plans designed for removal of the concrete steps and determined that allowing the existing concrete steps at each apartment tier's entryway to remain will allow the security doors to remain at about sidewalk level; and

WHEREAS, if the security doors are removed, the interior staircases will be exposed to the weather and represent an unsafe condition; and

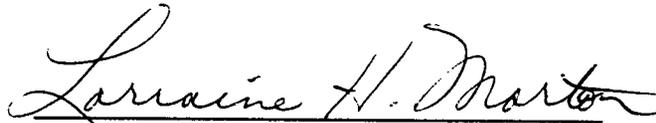
WHEREAS, the City Council of the City of Evanston finds and determines that the best interests of the City and its residents would be served by the grant of a license to allow the aforesaid steps to remain,

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

SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, a License Agreement in substantial conformity with that attached hereto as Exhibit 1 and made a part hereof, between the City, as Licensor, and Ralph L. Dupuis, as Licensee, providing for Licensee's retention of concrete steps on the public sidewalk abutting the premises at 1006-1010 Davis Street, Evanston, Illinois.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions in connection with said License Agreement as he may determine are in the best interests of the City.

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.



Mayor

ATTEST:

Kirsten Davis
City Clerk

Adopted: March 21, 1994

Revocable License Agreement

The CITY OF EVANSTON, an Illinois municipal corporation ("City"), for good and valuable consideration, receipt of which is acknowledged, does hereby grant to Ralph L. Dupuis ("Licensee"), a license to retain certain concrete steps on the public sidewalk abutting 1006-1010 Davis Street. Said steps are located as set forth in the plat of survey attached hereto and incorporated by reference as Exhibit A. The License is made by the City and accepted by the Licensee upon these terms and conditions, and Licensee agrees that should the Licensee at any time violate any of said terms or conditions, or use or attempt to use said property for any other or different purpose than that specified herein, then the City may, at its option, immediately revoke this License:

1. That the License is for the exclusive purpose of allowing retention of the aforesaid steps, described as follows:

See Exhibit A

2. That Licensee acquires no rights below the surface of the sidewalk by virtue of this License.

3. The public sidewalk which is the subject of this License is that area so designated on Exhibit A.

4. That the City is under no obligation hereby or hereunder to retain the sidewalk in question or to retain the sidewalk at its present grade, elevation, pitch, or any other condition.

5. That Licensee may repair or reconstruct the concrete steps, if a) all applicable permits and approvals are obtained, b) whether or not any permits or approvals are required, Licensee will notify the City Engineer in writing, before beginning any work, and c) will not enlarge the footprint of the steps.

6. As a material consideration to the City for entering into this License and without which the City would not enter into same, Licensee agrees to indemnify and save and hold harmless the City, its successors and assigns, from all liability for injuries to persons, deaths, or losses or damages to property resulting from the giving of this License or arising out of or caused by the construction, installation, maintenance, use, presence, or removal of the structures or objects by Licensee on the public right-of-way as specified on Exhibit A, and the use and occupation of the premises herein granted. The Licensee shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising from or incurred in connection with any of these provisions.

7. Prior to the signing of this License, Licensee will provide the City with adequate and satisfactory insurance coverage against all risk of harm or any injury to any party through a recognized surety. Said insurance will name the City as additional insured and will give the City thirty days' notice of cancellation. Licensee will keep said insurance in effect throughout the term of this License.

8. This License is not assignable or otherwise

transferable by Licensee.

The CITY OF EVANSTON expressly reserves the right to revoke this Licensee upon thirty (30) days' written notice if it is determined in the best interest of the City to do so. In such event, Licensee shall have no recourse against the City, and, if directed by the City, Licensee shall promptly remove the steps and promptly restore to its original condition, in compliance with applicable regulations, any City-owned area exposed by removal of the steps.

IN WITNESS WHEREOF, this License is executed this ____ day of _____, 1994.

By: _____
Ralph L. Dupuis

Attest: _____
Kirsten F. Davis

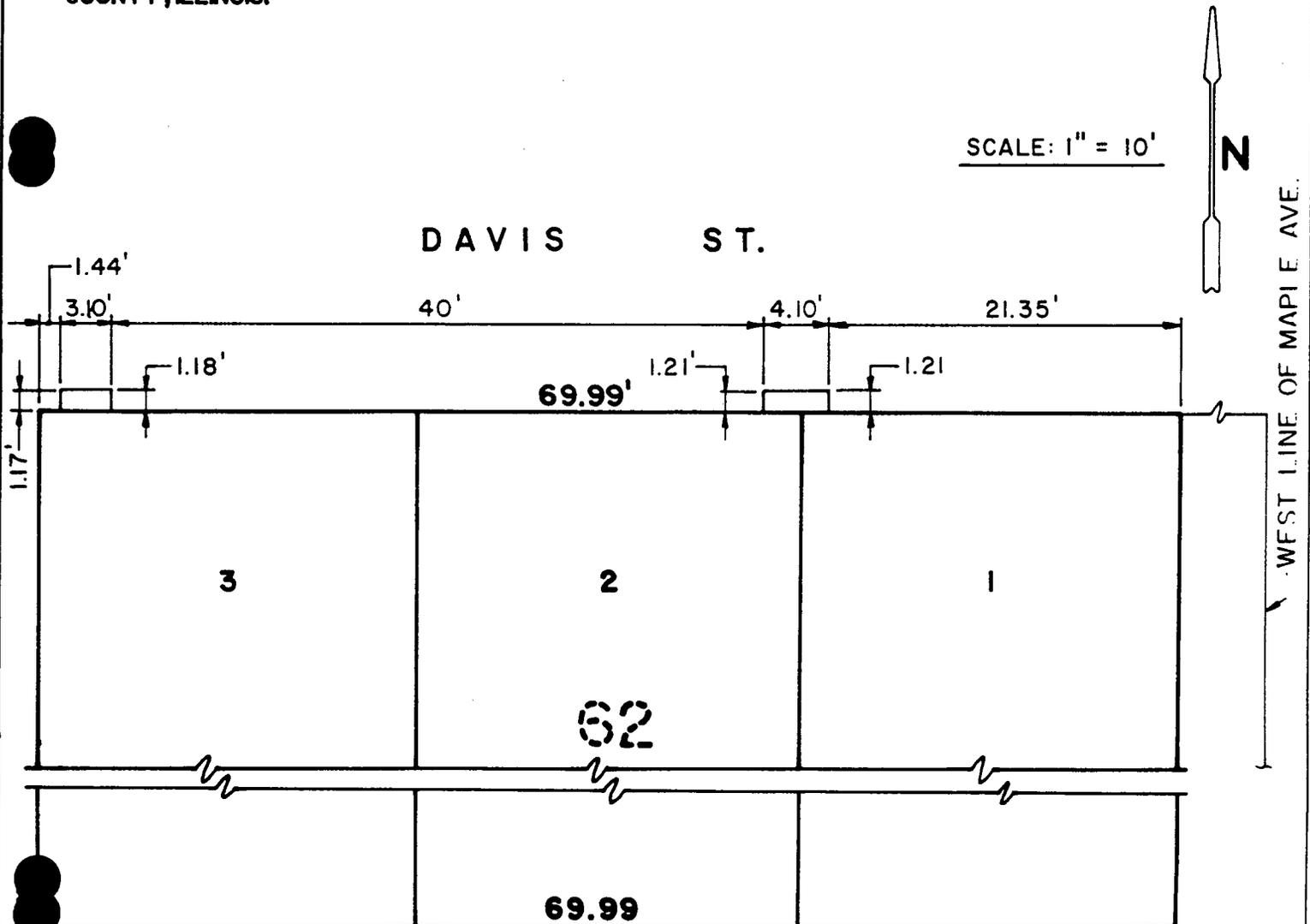
By: _____
Eric Anderson, City Manager
City of Evanston

EXHIBIT "A"

(FOR PROPERTY COMMONLY AS 1006 - 1010 DAVIS STREET)

WEST STAIRS: COMMENCING AT THE NORTHWEST CORNER OF LOT 3 OF LOTS 1, 2 AND 3 IN THE SUBDIVISION OF THE NORTH 135.00 FEET OF LOT 2 IN BLOCK 62, IN EVANSTON IN THE SOUTHWEST 1/4 OF SECTION 18, THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF DAVIS STREET FOR A DISTANCE OF 1.44 FEET TO THE POINT OF BEGINNING, THENCE NORTHERLY A DISTANCE OF 1.17 FEET, THENCE EASTERLY PARALLEL TO SOUTH LINE OF DAVIS STREET FOR A DISTANCE OF 3.10 FEET, THENCE SOUTHERLY A DISTANCE OF 1.18 FEET TO A POINT ON SOUTH LINE OF DAVIS STREET, THENCE WESTERLY ALONG THE SOUTH LINE OF DAVIS STREET TO THE POINT OF BEGINNING, ALL IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

EAST STAIRS: COMMENCING AT THE NORTHWEST CORNER OF LOT 3 OF LOTS 1, 2 AND 3 IN THE SUBDIVISION OF THE NORTH 135.00 FEET OF LOT 2 IN BLOCK 62, IN EVANSTON IN THE SOUTHWEST 1/4 OF SECTION 18, THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF DAVIS STREET FOR A DISTANCE OF 44.54 FEET TO THE POINT OF BEGINNING, THENCE NORTHERLY A DISTANCE OF 1.21 FEET, THENCE EASTERLY PARALLEL TO SOUTH LINE OF DAVIS STREET FOR A DISTANCE OF 4.10 FEET THENCE SOUTHERLY A DISTANCE OF 1.21 FEET TO A POINT ON SOUTH LINE OF DAVIS STREET, THENCE WESTERLY ALONG THE SOUTH LINE OF DAVIS STREET TO THE POINT OF BEGINNING, ALL IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



CITY OF EVANSTON
ENGINEERING DIV.
FEBRUARY 25, 1994





Revocable License Agreement

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1. That the License is for the exclusive purpose of allowing retention of the aforesaid steps, described as follows:

See Exhibit A

2. That Licensee acquires no rights below the surface of the sidewalk by virtue of this License.

3. The public sidewalk which is the subject of this License is that area so designated on Exhibit A.

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5. That Licensee may repair or reconstruct the concrete steps, if a) all applicable





permits and approvals are obtained, b) whether or not any permits or approvals are required, Licensee will notify the City Engineer in writing, before beginning any work, and c) will not enlarge the footprint of the steps.

6. As a material consideration to the City for entering into this License and without which the City would not enter into same, Licensee agrees to indemnify and save and hold harmless the City, its successors and assigns, from all liability for injuries to persons, deaths, or losses or damages to property resulting from the giving of this License or arising out of or caused by the construction, installation, maintenance, use, presence, or removal of the structures or objects by Licensee on the public right-of-way as specified on Exhibit A, and the use and occupation of the premises herein granted. The Licensee shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising from or incurred in connection with any of these provisions.



7. Prior to the signing of this License, Licensee will provide the City with adequate and satisfactory insurance coverage against all risk of harm or any injury to any party through a recognized surety. Said insurance will name the City as additional insured and will give the City thirty days' notice of cancellation. Licensee will keep said insurance in effect throughout the term of this License.

8. This License is not assignable or otherwise transferable by Licensee.

The CITY OF EVANSTON expressly reserves the right to revoke this Licensee upon thirty (30) days' written notice if it is determined in the best interest of the City to do so. In such event, Licensee shall have no recourse against the City, and, if directed by the City, Licensee shall promptly remove the steps and promptly restore to its original condition, in



compliance with applicable regulations, any City-owned area exposed by removal of the steps.

IN WITNESS WHEREOF, this License is executed this 12th day of June, 1996.

By: *Ralph L. Dupuis*
Ralph L. Dupuis

Attest: *Kirsten F. Davis*
Kirsten F. Davis
City Clerk

By: *Judith Aiello*
Judith Aiello, Interim City Manager
City of Evanston



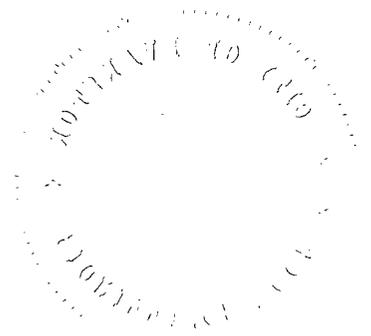
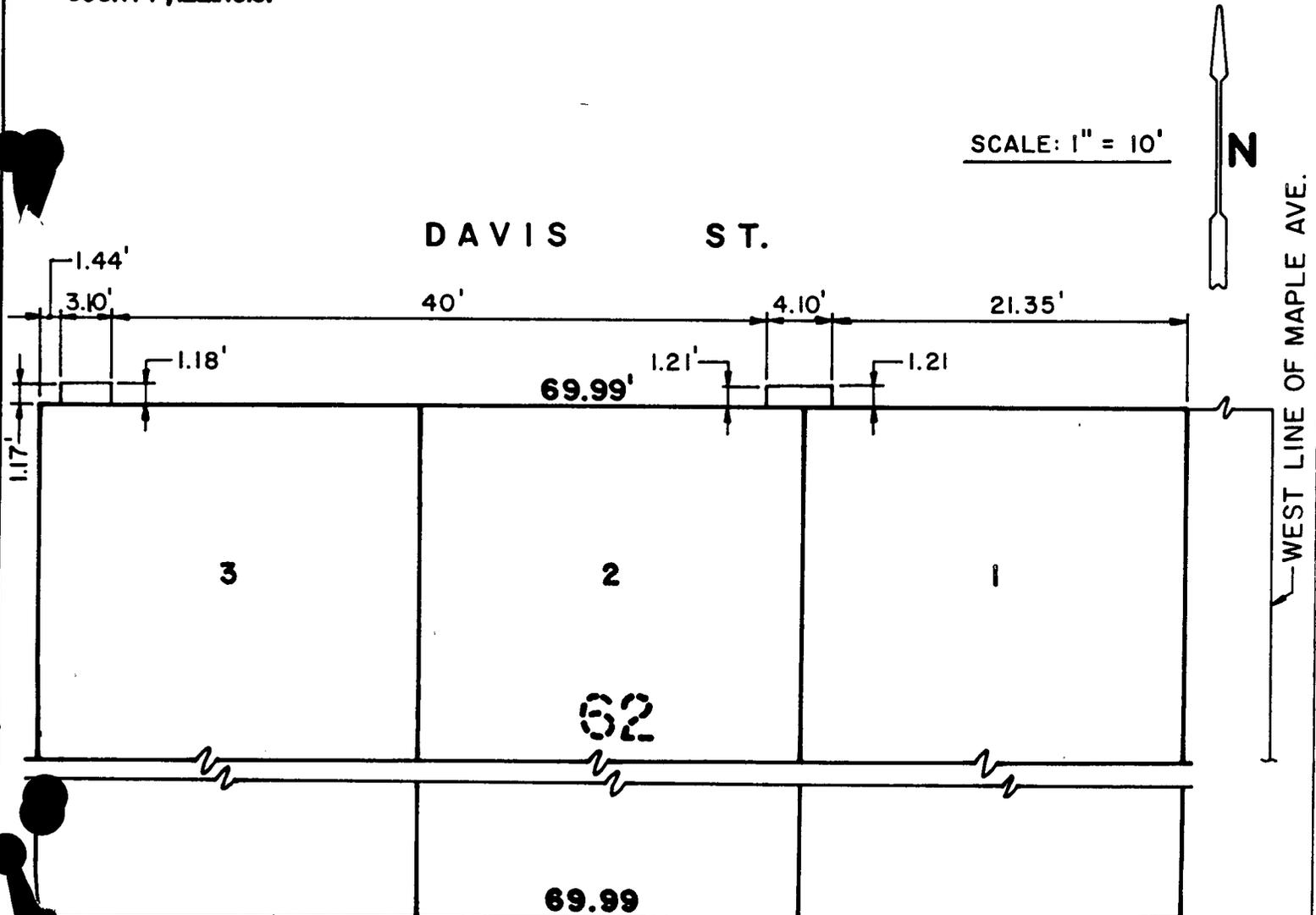


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