

11-11-94

73-R-94

A RESOLUTION

Authorizing the City Manager to Execute
an Easement Agreement and Easement Letter with Evanston
School District No. 65

WHEREAS, the City of Evanston by Resolution 57-R-94 authorized the City Manager to execute an easement agreement and easement letter with School District 65 for Phase IV of the Sewer System Facilities Plan; and

WHEREAS, an alternative proposal for said easement has been considered by the City and Evanston School District 65; and

WHEREAS, such alternative proposal is in the best interest of all citizens of the City of Evanston.

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

SECTION 1: That the City Manager of the City of Evanston is hereby authorized to sign the easement agreement marked as Exhibit A attached hereto and incorporated herein by reference.

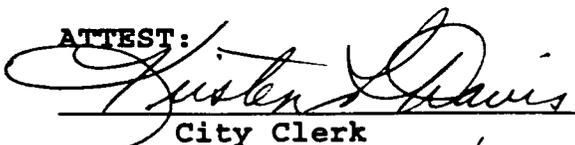
SECTION 2: That Resolution 57-R-94 is hereby repealed.

SECTION 3: That the City Manager is hereby authorized and directed to negotiate any additional conditions as are in the best interest of the City of Evanston.

SECTION 4: This Resolution shall be in full force and effect following its passage and approval in the manner required by law.


Mayor

ATTEST:


City Clerk

Adopted: November 21, 1994

Easement Agreement for two perpetual and three temporary Easements Across Evanston School District #65 for Ingress and Egress, and construction and maintenance of Relief Sewer in Evanston, Illinois.

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of February 1994, by and between **EVANSTON SCHOOL DISTRICT #65**, hereinafter called the "Grantor" and the **CITY OF EVANSTON**, a municipal corporation, organized and existing under the laws of the State of Illinois, hereinafter called the "Grantee".

WHEREAS, the Grantee desires one perpetual Easement and four temporary Easements of Phase IV of its sewer system facilities plan located East of North Shore Channel and South of McDaniel Avenue in Evanston Illinois, as follows:

- A. Perpetual Easement for Relief Sewers and Facilities as shown and described in Exhibit A, depicted as P.E.- B (PERMANENT EASEMENT - B, where Metropolitan Water Reclamation District of Greater Chicago permission for the area within existing perpetual Easements of P.E.-H and P.E.-J respectively, depicted in Exhibit B, is obtained).
- B. Perpetual Easement for Relief Sewers and Facilities as shown and described in Exhibit A, depicted as P.E.- E (PERMANENT EASEMENT - E, where Metropolitan Water Reclamation District of Greater Chicago permission for the area within existing perpetual Easement of P.E.-L,

depicted in Exhibit B, is obtained).

- C. Temporary Easement for construction of Relief Sewers and Facilities as shown and described in Exhibit A, depicted as T.E.- A (TEMPORARY EASEMENT - A).
- D. Temporary Easement for construction of Relief Sewers and Facilities as shown and described in Exhibit A, depicted as T.E.- C (TEMPORARY EASEMENT - C).
- E. Temporary Easement for construction of Relief Sewers and Facilities as shown and described in Exhibit A, depicted as T.E.- D (TEMPORARY EASEMENT - D).

WHEREAS, the Grantor is willing to grant to the Grantee the easements aforesaid, upon the conditions hereinafter set forth,

NOW, THEREFORE, for and in consideration of the representations, covenants, conditions, undertakings, and agreements herein made, the parties hereto agree as follows:

ARTICLE ONE

1.01 All of the foregoing recitals are incorporated by reference herein and made a part hereof, which constitute the factual basis for this transaction.

1.02 The Grantor hereby grants unto the Grantee a perpetual easement, right, privilege and authority to construct, reconstruct, repair, operate and maintain and remove its "Improvements and Facilities" and access thereto, on and under the easement premises legally described and depicted in Exhibit "A" which is attached hereto and made a part hereof and for no other purpose whatsoever. The Improvements and Facilities consist of a 108" and 48" diameter relief sewer pipes, air vent structure, junction structure #2, junction structure #1, overflow structure, junction box at MWRD collecting structure and ancillary construction.

1.03 The Grantee covenants and agrees in consideration of the grant of said easement to pay to the Grantor a one-time easement fee of one and no/100 dollars (\$1.00), receipt of which is hereby acknowledged.

1.04 The Grantee and the Grantor hereby covenant and agree to take all reasonable care not to disrupt each other's work and operations or create significant additional costs for each other.

1.05 The Grantee hereby covenants and agrees to exempt the Grantor from the new tax on out-of-state purchases of natural gas beginning in fiscal year 1994-1995.

1.06 The Grantee hereby covenants and agrees to exempt the Grantor from other existing utilities taxes beginning in fiscal year 1995-1996.

1.07 The Grantee hereby covenants and agrees to resurface the existing paved play area to the southwest of the Martin Luther King Laboratory School building and the parking area to the northwest of the School building with a two-inch (nominal) bituminous concrete surface course.

1.08 The Grantee covenants and agrees to reconstruct the paved tennis/basketball area and bicycle parking area to the northwest of the Martin Luther King Laboratory School building. The reconstructed pavement shall consist of an eight-inch (nominal) thick granular base course and a two-inch (nominal) bituminous concrete surface course. The Grantee shall also provide appropriate courtline markings for the tennis/basketball area as designated by the Grantor. The Grantee shall reinstall the existing fencing around the tennis/basketball court and bicycle parking areas following completion of construction.

1.09 The Grantee covenants and agrees to replace any trees shrubs or other landscaping within the easements described in Exhibit "A" or elsewhere on the Grantor's property which are destroyed or irreparably damaged by construction operations. Replacement trees, shrubs and landscaping shall be like species and size. The maximum trunk diameter for replacement trees shall be six (6) inches. The diameters of existing and replacement trees shall be calculated by measuring the circumference of the trees two feet above the natural ground surface or root ball, as applicable, and dividing that circumference by 3.14.

ARTICLE TWO

2.01 Grantee shall construct, install, operate, maintain and remove the "Improvements and Facilities", in a good and workmanlike manner at its sole cost, risk and expense.

ARTICLE THREE

3.01 The Grantor expressly retains its interest in and rights to the use and occupation of the easement premises subject to the easement rights herein granted, and subject to the Grantee's right, on reasonable advance notice to Grantor, to reasonable means of access to said relief sewer and appurtenances for the construction, reconstruction, repair, relocation, maintenance or removal of same.

3.02 The Grantee shall defend, indemnify, keep and save harmless the Grantor, its trustees, officers, employees and agents and Grantee's beneficiary and its parent, subsidiary and affiliated companies and the officers, employees, and agents of each of them against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs or expenses (including reasonable attorneys fees) which may in any wise accrue, directly or indirectly as a result of negligence or omission of Grantee or its employees, or Grantee's contractors or subcontractors or their employees, in consequence of the granting of this easement.

ARTICLE FOUR

4.01 The Grantee covenants and agrees that it will reimburse the Grantor, make all necessary repairs (including replacement of subsurface and surface, to conditions existing as of the date hereof) at its sole cost and expense and otherwise keep and save harmless the Grantor from any loss, cost or expense suffered to the property of the Grantor by way of damage to or destruction thereof, caused by any act or omission of the Grantee, Grantee's agents, employees, contractors or sub-contractors, or their employees.

ARTICLE FIVE

5.01 The easement herein granted shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE SIX

6.01 The Grantee, prior to entering upon said premises and using the same for the purposes for which this easement is granted, shall at Grantee's sole cost and expense obtain all permits, consents and licenses which may be required under any and all statutes, laws, ordinances and regulations of the United States of America, the State of Illinois, the County, and the City in which the subject property is located.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be executed in triplicate by their duly authorized officers, duly attested and their corporate seals to be hereunto affixed.

CITY OF EVANSTON

By: _____

ATTEST:

Clerk

EVANSTON SCHOOL DISTRICT #65

By: *Manuel J. Hall*

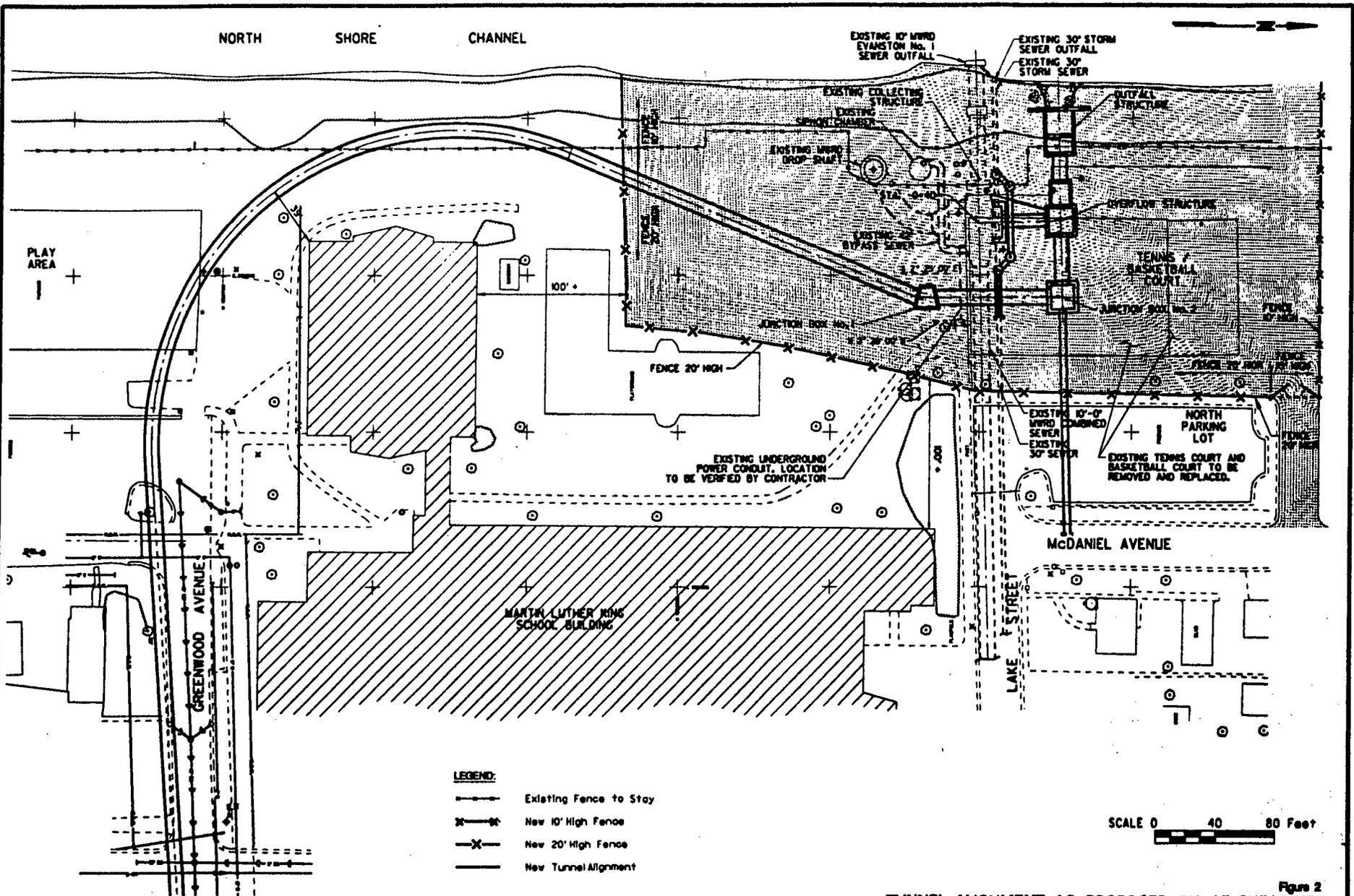
Its: President of the Board of Education

ATTEST:

Patricia A. Markham

Its: Secretary of the Board of Education

NORTH SHORE CHANNEL



LEGEND:

- Existing Fence to Stay
- New 10' High Fence
- X — New 20' High Fence
- New Tunnel Alignment

SCALE 0 40 80 Feet

Fig. 2
TUNNEL ALIGNMENT AS PROPOSED BY J.F. SHEA INC.
CITY OF EVANSTON
Evanston, Illinois