

11-11-94

74-R-94

A RESOLUTION

**Authorizing the City Manager to Negotiate Conditions
Evanston School District 202
Phase IV Sewer System Facilities Plan**

WHEREAS, the City of Evanston requires two perpetual easements and one temporary easement from Evanston School District 202 for Phase IV of the Sewer System Facilities Plan; and

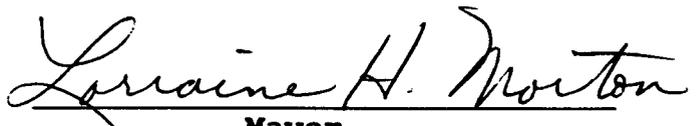
WHEREAS, such easements are in the best interest of the citizens of the City of Evanston.

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

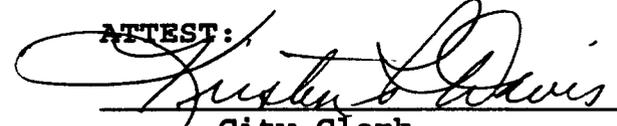
SECTION 1: That the City Manager of the City of Evanston is hereby authorized to sign the easement agreement marked as Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: That 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 3: 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 perpetual and temporary Easement Across Evanston School District #202 for Ingress and Egress, and construction and maintenance of one Relief Sewer in Evanston, Illinois.

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 1994, by and between EVANSTON SCHOOL DISTRICT #202, 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 two Perpetual Easements and one Temporary Easement for Phase IV of its Sewer System Facilities Plan for Evanston, Illinois as follows:

- A. Perpetual Easement for a 24" diameter sewer on the extension of Grove Street, East of the Dodge Avenue, as shown and described in Exhibit A. Grantee agrees and covenants that the pavements cuts and the adjoining surfaces used in the excavation and placement of this sewer line be restored to their original condition or better. All damage to this parking lot and Driver Education Range shall be repaired to the Grantor's**

satisfaction. All stripes, lines, and markings shall be restored at the completion of construction. The FM antenna used for Driver Training Education under the parking lot surface shall be replaced and placed in working order to the satisfaction of the Grantor. Grantee shall provide and maintain an entrance and exit to this parking lot and adjacent parking lot at all times during the construction and restoration period. All construction work and restoration on this easement site shall commence after July 15, 1996 and be completed prior to September 1, 1996, so that construction and restoration shall not interfere with Grantor's educational program.

- B. Perpetual Easement for a 42" diameter sewer on the South side of Church Street East of Dodge Avenue as shown and described in Exhibit B. Grantee agrees and covenants that the pavements cuts and the adjoining surfaces used in the excavation and placement of this sewer line be restored to their original condition or better. All damage to this parking lot shall be repaired to the Grantor's satisfaction. All stripes, lines, and markings shall be restored at the completion of construction. The same number, location, and size of all parking spaces shall remain the same after construction and restoration is completed. Grantee shall provide and maintain an entrance and exit to this parking lot at all times during the construction and restoration period.

C. Temporary Easement from June 1, 1996 to December 31, 1996 on the south side of Church Street West of Dodge Avenue as described in Exhibit C for a staging area for the installation of sewers under Church Street. Grantee agrees and covenants that all pavement, curb, and walkway cuts made during construction work shall be restored to the condition or better condition than before work began. Grantee agrees and covenants to use steel sheets to give lateral support to the recently renovated tennis court to prevent any surface or subsoil damage. Grantee shall remove only those trees necessary for construction. All possible means shall be employed to preserve removed trees for replanting. If any removed trees can not be preserved, they shall be replaced with new trees satisfactory to the Grantor. All trees and tree roots remaining in place shall be protected from construction damage. Any trees that are damaged beyond repair or die shall be replaced with new trees satisfactory to the Grantor. The athletic field shall be protected from all possible damage. All fences shall be replaced with like or better quality fencing if removed or breached. Temporary fencing shall be erected if permanent fencing is removed or breached. The student bus stop and campus entrance on Church Street shall remain open and be maintained and secured at all times during construction. All present entrances and exits to the campus and athletic facilities from Church Street shall be maintained and secured by Grantee.

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 and temporary 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", "B", and "C" respectively which are attached hereto and made a part hereof and for no other purpose whatsoever. The Improvements and Facilities consist of a 24", 30", 36", and 42" diameter storm and relief sewer pipes and theirs appurtenances.

1.03 The Grantee covenants and agrees in consideration of the grant of said easement (1) to pay to the Grantor a one-time easement fee of one and no/100 dollars (\$1.00), receipt of which is hereby acknowledged; (2) to exempt Grantor from the new tax on out-of-state purchases of natural gas beginning in fiscal year 1994-1995; and, (3) to exempt Grantor from other existing utilities taxes beginning in fiscal year 1995-1996.

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. Grantee shall repair all surface disturbance to buildings, lawns, driveways, and other surface improvements no later than sixty (60) days after any construction work. Grantee shall secure all work sites to prevent entry by unauthorized personnel. Grantee shall adhere to all covenants and agreements contained in the description of the easement above identified as "A", "B" and "C".

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 officers, trustees, employees, and or agents and/or Grantee's contractors, subcontractors, suppliers or their officers, agents and/or employees, in consequence of the granting of this easement. Grantee agrees to promptly remove and hold harmless Grantor Against any possible liens attaching to Grantor's property or funds.

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, officers, employees, contractors or subcontractors, or their employees. All contractors of the Grantee shall be required to have performance or completion bonds. Grantee's contractors shall name Grantor as an additional insured on all certificates of insurance for liability, workers compensation, and all other required insurance.

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. Grantee shall be responsible for all federal, state, and local compliance with all building codes and environmental statutes, rules, and regulations.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Exhibits, 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 #202

By: Gene W. Seligson

Its: Board Secretary 10/24/94

ATTEST:

John DeClark

Its: Director of Operations & Purchasing

PLAT OF EASEMENT

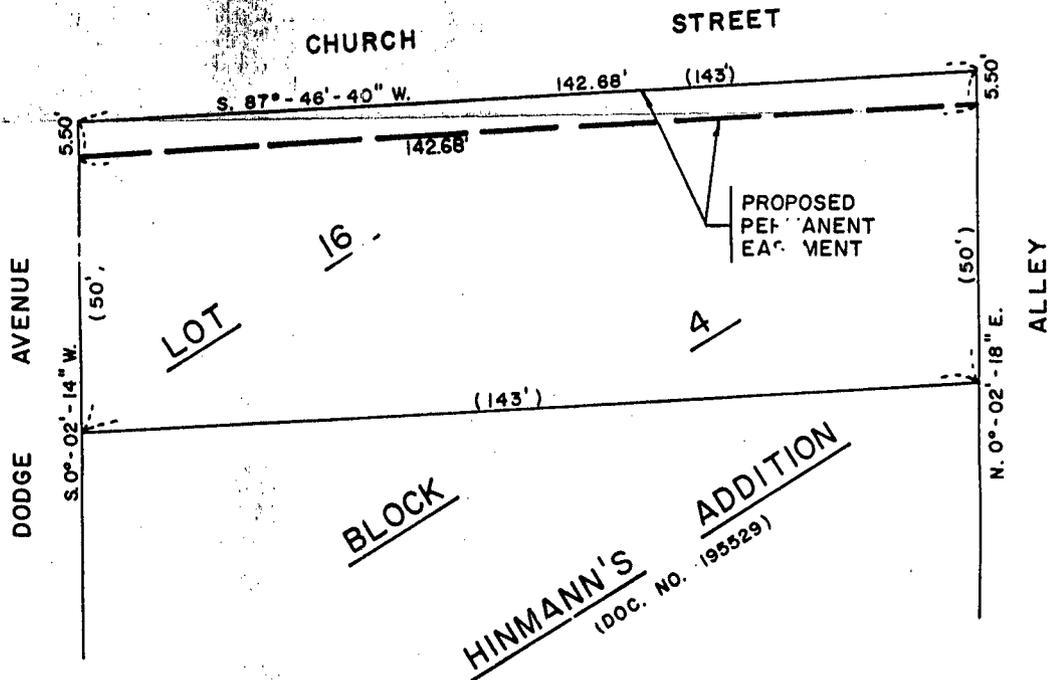
OF PROPERTY DESCRIBED AS FOLLOWS:

The North 5.50 feet of Lot 16 in Block 4 in Hinmann's Addition to Evanston, being a subdivision in the Southeast Quarter of Section 13, Township 41 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois.

Said parcel contains 0.018 acre, more or less.



SCALE: 1" = 20'



I, Dale A. Terry, Professional Illinois Land Surveyor, do hereby certify that this Easement Plat was prepared under my direction and is true and correct to the best of my knowledge and belief.

Dimensions are given in feet and decimals thereof unless indicated otherwise.

Dated this 17th day of MAY, A.D., 1994.

Dale A. Terry
Dale A. Terry — Professional
Illinois Land Surveyor No. 2533



(50') INDICATES RECORD DATA

PREPARED BY:
HAMPTON, LENZINI AND RENWICK, INC.
380 SHEPARD DRIVE
ELGIN, ILLINOIS 60123-7010
(708) 697-6700
ACCOUNT NO. 2-02-0189 (f)

PLAT OF EASEMENT

OF PROPERTY DESCRIBED AS FOLLOWS:

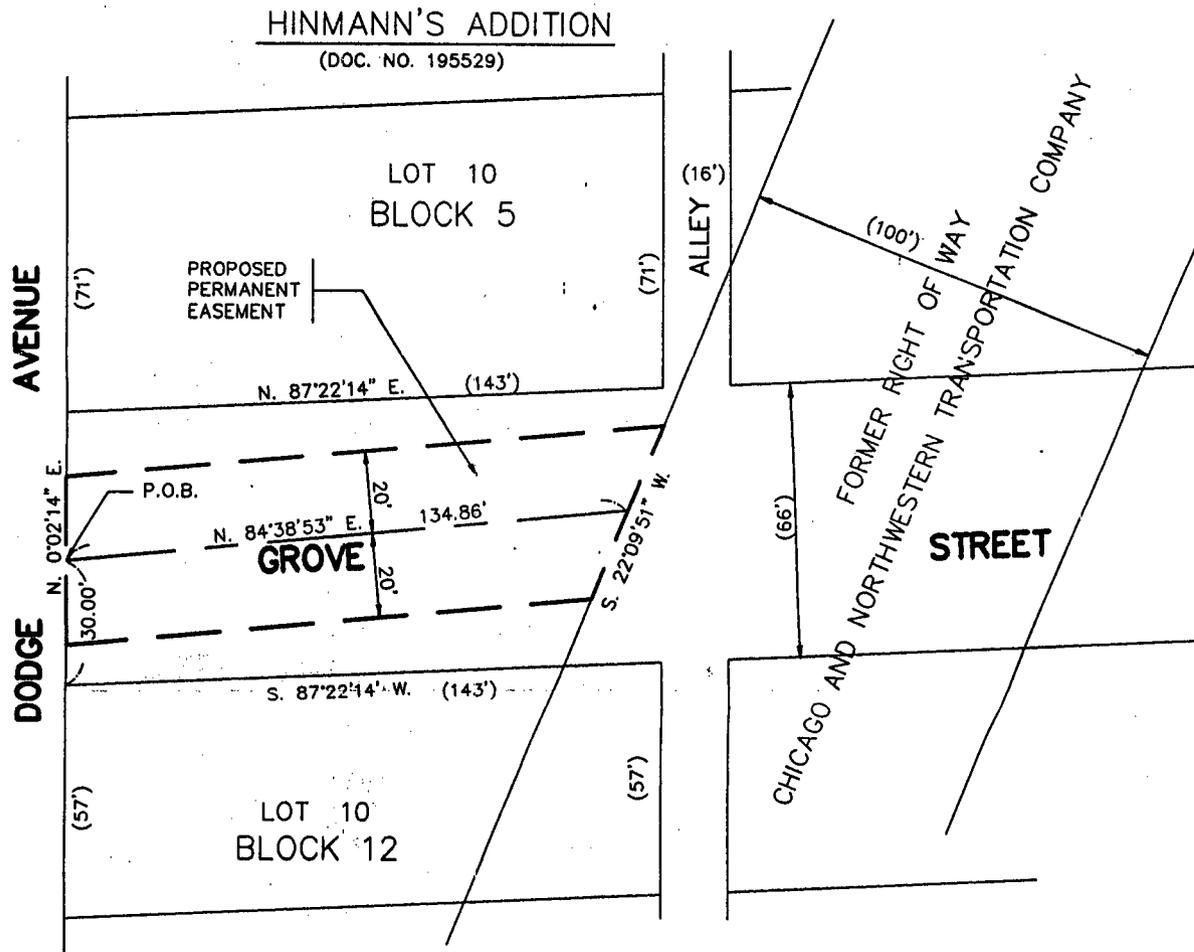
That part of vacated Grove Street adjoining Blocks 5 and 12 in Hinmann's Addition to Evanston, being a subdivision in the southeast quarter of Section 13, Township 41 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

A strip of land 40.00 feet wide lying 20.00 feet on each side of the following described center line; Commencing at the northwest corner of Lot 10 in said Block 12; thence northerly 30.00 feet on an assumed bearing of N. 0°02'14" E. along the northerly extension of the west line of said Lot 10 to the Point of Beginning; thence N. 84°38'53" E., 134.86 feet to the former right of way of the Chicago and Northwestern Transportation Company and the termination of said center line and 40.00 foot strip of land.



Said parcel contains 0.124 acre, more or less.

SCALE: 1" = 30'



I, Dale A. Terry, Professional Illinois Land Surveyor, do hereby certify that this Easement Plat was prepared under my direction and is true and correct to the best of my knowledge and belief.

Dimensions are given in feet and decimals thereof unless indicated otherwise.

Dated this 27th day of June, A.D., 1994

(66') INDICATES RECORD DATA

Dale A. Terry
Dale A. Terry - Professional
Illinois Land Surveyor No. 2533

PREPARED BY:
HAMPTON, LENZINI AND RENWICK, INC.
380 SHEPARD DRIVE
ELGIN, ILLINOIS 60123-7010
(708) 697-6700
ACCOUNT NO. 2-02-0189(x)

