

11-07-96
11/13/96

69-R-96

RESOLUTION

Authorizing the City Manager to Enter into an Easement Agreement
with Focus Development, Inc. for a Subsurface Footing
Encroachment at 811 Chicago Avenue

WHEREAS, Focus Development, Inc. ("Focus") intends to erect an eight-story residential condominium building with underground parking at 811 Chicago Avenue; and

WHEREAS, the west wall, along the Chicago Avenue side of the subject site, has a zero setback for a portion of the west elevation; and

WHEREAS, the building will be supported by underground vertical load support, "footing"; and

WHEREAS, "spread footings" are a certain type of footing Focus deems appropriate given the soil conditions and building loads; and

WHEREAS, the spread footing along the said west wall will encroach by a maximum of four feet on certain portions of the public way abutting the subject site; and

WHEREAS, the City as grantor and Focus, as grantee, are desirous of entering into an easement agreement permitting the subsurface encroachment specified therein for a term of ninety-nine years,

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

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

SECTION II: 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.

Lorraine H. Morton
Mayor

ATTEST:

Kristen Davis
City Clerk

Adopted: November 25, 1996

Exhibit 1 to 69-R-96

Subsurface Footings Encroachment on the Public Way
Ninety-Nine Year Easement

This Easement Agreement is made and entered into this _____ day of _____, 199__, by and between the City of Evanston, Cook County, Illinois, an Illinois municipal corporation (hereinafter, "Grantor") and Focus Development, Inc., an Illinois corporation, (hereinafter "Grantee"):

WHEREAS, Grantee has acquired the property at 811 Chicago Avenue; and

WHEREAS, Grantee intends to build an eight-story residential condominium building with parking underground and on the first floor; and

WHEREAS, the weight of the proposed building is such that underground vertical load supports, "footing", are necessary to support the building; and

WHEREAS, footings distribute the weight of the building to a depth at which the density of the soil provides the needed bearing capacity; and

WHEREAS, footings are rectilinear objects of the type called "spread footings"; and

WHEREAS, one footing will be located so as to encroach on Grantor's public right-of-way to a maximum of four feet along the western property line of the 811 Chicago Avenue site; and

WHEREAS, Grantor and Grantee are desirous of entering into an easement agreement providing for the afore-described encroachment of the footing on the public right-of-way.

NOW, THEREFORE, in consideration of the foregoing recitals, the various covenants herein, and the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. Grantor hereby grants and conveys to Grantee, its successors, grantees, agents, and assigns, an easement on the real estate in question to install maintain, operate, replace, and remove the aforescribed footing as particularly described and located on the plat of survey dated September 24, 1996, prepared by the City of Evanston Engineering Division, attached hereto and made a part hereof as Exhibit A.

2. The easement is granted on property owned by Grantor, on the real estate legally described on the attached Exhibit A.

3. 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.

4. The grant of easement gives Grantee no surface or above-surface rights. Grantee may carry out such surface, above-surface, and subsurface work as may be necessary to effectuate the purpose of this easement.

5. Grantee will obtain all required permits at its own expense.

6. Grantee may occupy the public right-of-way to effectuate the purpose of this easement, provided that Grantee will schedule all work related to the footings in such a manner and at such times as to cause minimum disruption to the flow of traffic. Grantee shall not obstruct the public right-of-way without first having notified the City's Engineering Division as to the date and time during which said obstruction will exist and without first having obtained the City Engineer's consent to said closing, which consent shall not be unreasonably withheld.

7. Grantee will promptly, after footings placement is completed, restore the surface to its pre-placement condition, including any repaving which may be associated therewith. All such restoration is to be done at Grantee's sole expense and in compliance with all applicable legislation.

8. This easement is for a term of ninety-nine (99) years, unless terminated, renewed, or modified as provided for herein. At the termination of this easement, Grantee shall, at the City's option, be required to remove the encroachments at its own expense and restore the easement property and surface.

9. This Easement shall not be assigned without the express written consent of the Grantor authorized by its City Council.

10. Grantee, its successors, grantees, agents and assigns, by acceptance of this Easement, shall indemnify and save harmless the Grantor against any and all loss, damage, claims, injuries, deaths and cost or expenses caused by, arising out of, or alleged to arise out of this Easement, including but not limited to attorneys' fees.

11. The making, execution, and delivery of this Easement by Grantor have been induced by no representations, statements, warranties, or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, their officers, agents, representatives, and employees, relating to the subject matter hereof. This Easement may be amended or modified only by an instrument of equal

formality, signed by the duly authorized officers of the respective parties.

12. Grantee shall record this easement at its own expense within 60 days of passage of Resolution 69-R-96 by the City Council. Grantee shall, promptly after recordation, provide a copy of same to Grantor's City Engineer.

13. Any notices required or given hereunder shall be in writing and shall be delivered via return receipt mail, addressed to the parties as follows, unless otherwise indicated in the future.

If to Grantor: City Engineer
Evanston Civic Center
2100 Ridge Avenue
Evanston, IL 60201

with a copy to: Law Department
Evanston Civic Center
2100 Ridge Avenue
Evanston, IL 60201

If to Grantee:

Notice shall be deemed effective upon receipt.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement at Evanston, Illinois, on the date first above written.

Accepted by:

FOCUS DEVELOPMENT, INC.

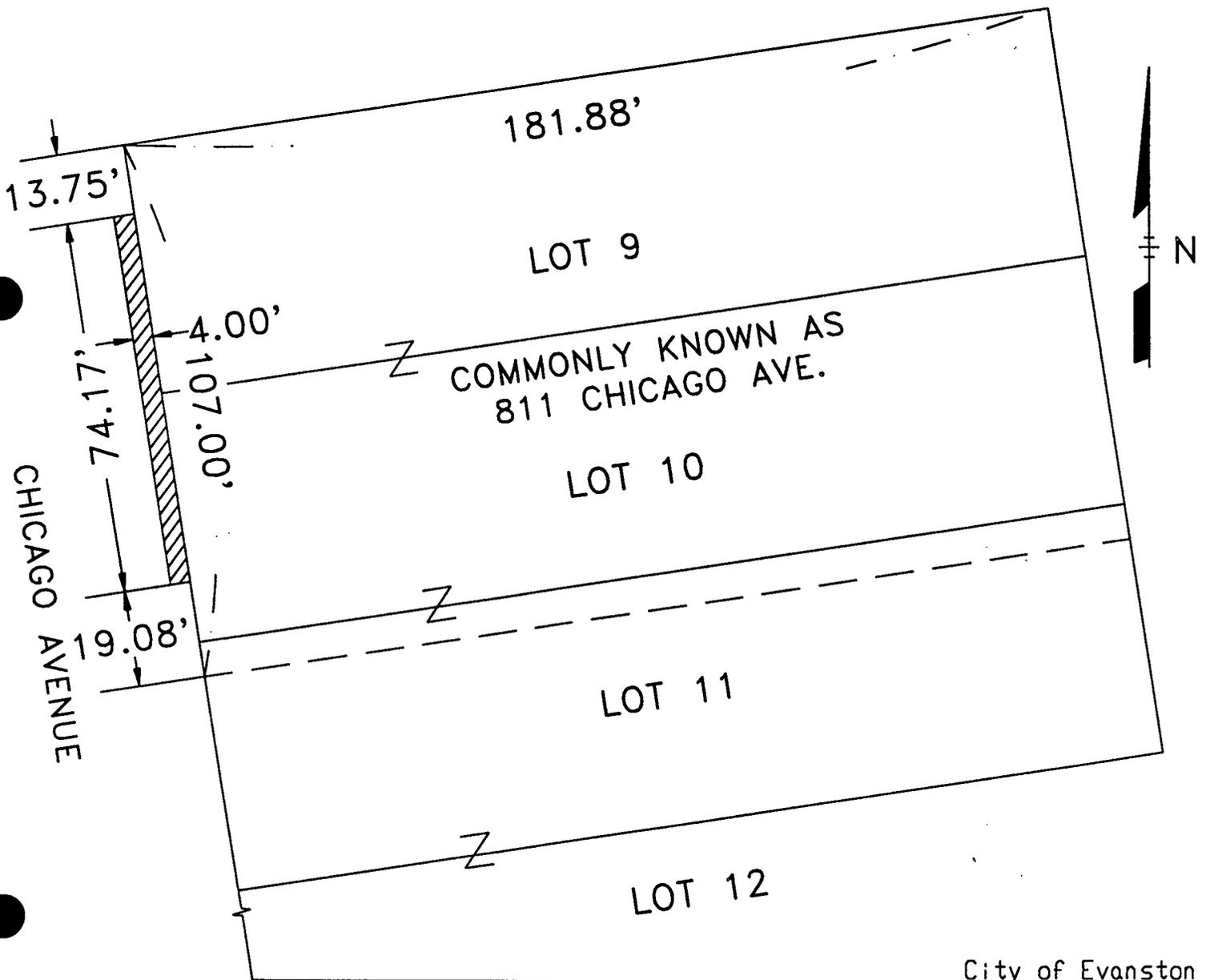
CITY OF EVANSTON, COOK COUNTY,
ILLINOIS

By: _____
Typed Name:
Title: _____

By: _____
Typed Name: Roger Crum
City Manager

EXHIBIT "A"
EASEMENT AGREEMENT

THAT PART OF CHICAGO AVENUE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 9 IN BLOCK 11 IN WHITE'S ADDITION TO EVANSTON, THENCE SOUTHEASTERLY ALONG SAID LOT 9, (WHICH IS ALSO THE EASTERLY LINE OF CHICAGO AVENUE) A DISTANCE OF 13.75 FEET TO THE POINT OF BEGINNING, THENCE WESTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE A DISTANCE OF 4.0 FEET, THENCE SOUTHERLY PARALLEL TO THE EASTERLY LINE OF SAID CHICAGO AVENUE A DISTANCE OF 74.17 FEET, THENCE EASTERLY AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSE TO THE INTERSECTING POINT ON THE EASTERLY LINE OF CHICAGO AVENUE, THENCE NORTHERLY ALONG THE EAST LINE OF CHICAGO AVENUE TO THE POINT OF BEGINNING, LYING BELOW A HORIZONTAL PLANE OF ELEVATION +14.6 FEET E.C.D. AND LYING ABOVE A HORIZONTAL PLANE OF ELEVATION +11.0 FEET E.C.D. (E.C.D.= EVANSTON CITY DATUM), ALL IN THE SOUTHEAST QUARTER SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



City of Evanston
Engineering Div.
Sept. 24, 1996
Scale 1"=30'