

2-R-93

A Resolution

Authorizing the Grant of a License
to Lauren Runzel at 2727 Elgin Road
for a Front-Yard Fence
on the Public Right-of-Way

WHEREAS, Lauren Runzel, ("Licensee"), is the owner of
the property at 2727 Elgin Road, Evanston, Illinois, legally
described as:

"LOT 25 AND THAT PART OF LOT 26 DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 26,
THENCE SOUTHEASTERLY ON THE NORTHERLY LINE OF SAID LOT 26,
11.28 FT. THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT ON
THE SOUTHERLY LINE OF SAID LOT 26, WHICH POINT IS 5 FT.
SOUTHEASTERLY AS MEASURED ON THE SOUTHERLY LINE OF SAID LOT
26, FROM THE SOUTHWESTERLY CORNER OF SAID LOT 26, THENCE
NORTHWESTERLY ON THE SOUTHERLY LINE OF SAID LOT 26 5 FEET TO
THE SOUTHWEST CORNER OF SAID LOT 26, THENCE NORTHERLY ON THE
WESTERLY LINE OF SAID LOT 26, TO THE POINT OF BEGINNING, ALL
IN ROBERTSON'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF
ALL OF LOTS 16 "A" AND 15 "B", LOTS 14 "C" (EXCEPT THE NORTH
170 FT. THEREOF) AND LOT 13 "D" (EXCEPT THE NORTH 170 FT.
THEREOF) IN HAPP'S SUBDIVISION, TOGETHER WITH THE NORTH
135.30 FT. OF LOT 1 IN RUGGLE'S SUBDIVISION OF LOTS 9 "G"
AND 10 "F" IN HAPP'S SUBDIVISION OF PART OF THE NORTHEAST
QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS, in the 2700 Block, Elgin Road is a State of
Illinois road and a City street. The State and City rights-of-
way are co-terminous.

WHEREAS, the right-of-way abutting the subject property
is depicted in the cross-hatched portion of Exhibit A, attached
hereto and made a part hereof; and

WHEREAS, the right-of-way is legally described as:

"THAT PART OF ELGIN ROAD, COMMENCING AT THE SOUTHWEST
CORNER OF LOT 25 IN ROBERTSON'S ADDITION TO EVANSTON, BEING
A SUBDIVISION OF ALL OF LOTS 16 'A' AND 15 'B', LOTS 14 'C'

(EXCEPT THE NORTH 170 FT. THEREOF) AND LOT 13'D" (EXCEPT THE NORTH 170 FT. THEREOF) IN HAPP'S SUBDIVISION, TOGETHER WITH THE NORTH 135.30 FT. OF LOT 1 IN RUGGLE'S SUBDIVISION OF LOTS 9'G" AND 10'F" IN HAPP'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 25, 59.30 FT. TO A POINT WHICH IS 5.0 FT. SOUTHEASTERLY AS MEASURED ON THE SOUTHERLY LINE OF SAID LOT 25, EXTENDED, FROM THE SOUTHEASTERLY CORNER OF LOT 25; THENCE SOUTHERLY TO A POINT WHICH IS 15.80 FT. SOUTH AND 1.10 FT. WEST OF THE LAST DESCRIBED POINT; THENCE NORTHWESTERLY TO A POINT WHICH IS 17.85 FT. SOUTH AND 1.40 FT. EAST OF THE POINT OF BEGINNING; THENCE NORTHERLY TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS."

WHEREAS, Licensee has a fence, shown on Exhibit A, located in the aforesaid right-of-way and in the required front yard of the subject property; and

WHEREAS, Licensee has obtained approval from the Illinois Department of Transportation to retain the aforesaid front yard fence in the right-of-way; and

WHEREAS, Licensee has obtained approval from the Evanston Zoning Board of Appeals ("ZBA") of a special use to permit alterations to, and retention of, those portions of the fence located in the required front yard, ZBA Case 92-36-SU (F), decided 12/1/92; and

WHEREAS, among the conditions attached to the ZBA's approval of Case 92-36-SU (F) was number five, that the applicant obtain a license from the City to retain that portion of the fence which is on the City's right-of way.

WHEREAS, the City Counsel of the City of Evanston finds and determines that the best interests of the City and its residents would served by the grant of the aforesaid license;

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 Lauren Runzel, as Licensee, providing
for Licensee's retention of a front-yard fence in the public
right-of-way abutting the premises at 2727 Elgin Road, 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.

Paul W. Barr
Mayor

ATTEST:

Justin Davis
City Clerk

Adopted: January 25, 1993

LICENSE AGREEMENT

The City of Evanston, an Illinois municipal corporation, with its place of business at 2100 Ridge Avenue, Evanston, Illinois, ("the City"), and Lauren Runzel, ("Licensee") residing at 2727 Elgin Road, Evanston, Illinois, hereby enter into this License Agreement dated this _____ day of _____, 1993, and Agree:

RECITALS

1. Licensee is the owner of the property ("subject property") at 2727 Elgin Road, Evanston, Illinois, legally described as:

"LOT 25 AND THAT PART OF LOT 26 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 26, THENCE SOUTHEASTERLY ON THE NORTHERLY LINE OF SAID LOT 26, 11.28 FT. THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 26, WHICH POINT IS 5 FT. SOUTHEASTERLY AS MEASURED ON THE SOUTHERLY LINE OF SAID LOT 26, FROM THE SOUTHWESTERLY CORNER OF SAID LOT 26, THENCE NORTHWESTERLY ON THE SOUTHERLY LINE OF SAID LOT 26 5 FEET TO THE SOUTHWEST CORNER OF SAID LOT 26, THENCE NORTHERLY ON THE WESTERLY LINE OF SAID LOT 26, TO THE POINT OF BEGINNING, ALL IN ROBERTSON'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF ALL OF LOTS 16 "A" AND 15 "B", LOTS 14 "C" (EXCEPT THE NORTH 170 FT. THEREOF) AND LOT 13 "D" (EXCEPT THE NORTH 170 FT. THEREOF) IN HAPP'S SUBDIVISION, TOGETHER WITH THE NORTH 135.30 FT. OF LOT 1 IN RUGGLE'S SUBDIVISION OF LOTS 9 "G" AND 10 "F" IN HAPP'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2. In the 2700 Block, Elgin Road is a State of Illinois road and a City street. The State and City rights-of-way are co-terminous.

3. The right-of-way abutting the subject property is depicted in the cross-hatched portion of Exhibit A, attached hereto and made a part hereof.

4. The right-of-way is legally described as:

"THAT PART OF ELGIN ROAD, COMMENCING AT THE SOUTHWEST CORNER OF LOT 25 IN ROBERTSON'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF ALL OF LOTS 16 "A" AND 15 "B", LOTS 14 "C" (EXCEPT THE NORTH 170 FT. THEREOF) AND LOT 13 "D" (EXCEPT THE NORTH 170 FT. THEREOF) IN HAPP'S SUBDIVISION, TOGETHER WITH THE NORTH 135.30 FT. OF LOT 1 IN RUGGLE'S SUBDIVISION OF LOTS 9 "G" AND 10 "F" IN HAPP'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13,

EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 25, 59.30 FT. TO A POINT WHICH IS 5.0 FT. SOUTHEASTERLY AS MEASURED ON THE SOUTHERLY LINE OF SAID LOT 25, EXTENDED, FROM THE SOUTHEASTERLY CORNER OF LOT 25; THENCE SOUTHERLY TO A POINT WHICH IS 15.80 FT. SOUTH AND 1.10 FT. WEST OF THE LAST DESCRIBED POINT; THENCE NORTHWESTERLY TO A POINT WHICH IS 17.85 FT. SOUTH AND 1.40 FT. EAST OF THE POINT OF BEGINNING; THENCE NORTHERLY TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS."

5. Licensee has a fence, shown on Exhibit A, located in the aforesaid right-of-way and in the required front yard of the subject property.

6. Licensee has obtained approval from the Illinois Department of Transportation to retain the aforesaid front yard fence in the right-of-way.

7. Licensee has obtained approval from the Evanston Zoning Board of Appeals ("ZBA") of a special use to permit alterations to, and retention of, those portions of the fence located in the required front yard, ZBA Case 92-36-SU(F), decided December 1, 1992.

8. Among the conditions attached to the ZBA's approval of case 92-36-SU(F) was number five, that the applicant obtain approval from the City to retain that portion of the fence which is on the City's right-of-way.

Conditions, Restrictions, and Limitations

Now, Therefore, in consideration of the above recitals sum of one dollar (\$1.00) receipt of which is hereby acknowledged, along with other good and valuable consideration, permission is hereby given by the City to Licensee to retain the fence located in the required front yard and on the right-of-way at 2727 Elgin Road, Evanston, Illinois, and shown on Exhibit A, subject to the following conditions, restrictions, and limitations:

1) The License shall commence on the date first above written and shall thereafter continue for fifteen (15) years, unless sooner terminated as provided herein.

2) The City and Licensee agree that their relationship is strictly that of Licensor and Licensee; that this instrument is not a lease and does not create any interest in the Licensee in the right-of-way herein described; that the Licensee shall not be deemed to be the employee, agent, or tenant of the Licensor for any purpose whatever; and that no act of the City or Licensee will create any interest in the right-of-way in the Licensee.

3a) The License hereby granted is personal to the Licensee and shall not be assigned or sub-licensed without the written consent of Licensor. Any attempted assignment or sub-license by Licensee shall automatically terminate this license. Except as herein prohibited, this agreement shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

3b) In the event Licensee desires to sell or otherwise convey the subject property, Licensee's transferee(s) may apply to the City for a License in his/her/their own right.

4) The License extends only to the surface of the aforescribed right-of-way and so much of the sub-surface as is necessary to support the fence as it now exists or is lawfully modified hereafter.

5. Licensee shall use the premises for no purpose other than that stated herein. The License is given subject to any use now or hereafter to be made by the City, including, but not limited to the right to enter upon the right-of-way to erect, install, and/or maintain the public way and any utilities. Any public use hereafter made which is inconsistent with the License granted herein automatically terminates said License. The Licensor and any other person(s) having permission from the City to enter onto the right-of-way herein described may do so for any purpose consistent with the status as right-of-way and for any purpose that is not inconsistent with the License herein granted.

6. Other than as expressly granted herein, Licensee shall not use the right-of-way in any manner inconsistent with its use and purpose as right-of-way or inconsistent with all applicable legislation.

7. Any and all work done to or on said fence shall be done in a manner consistent with all applicable legislation and regulations, with all appropriate permits and approvals obtained.

8. The Licensee shall indemnify and save and hold harmless the licensor and/or other persons and corporations interested in the right-of-way as owner or lessee or otherwise from all loss, cost, damage and expense because of injury to or death of any person or persons, including Licensee, or damage to any property, including Licensee's, resulting from the giving of this License or arising out of or caused by the construction, maintenance, repair, use, presence, operation, or removal of the fence or use of the right-of-way herein granted, or resulting from the maintenance of the Licensor's right-of-way on or near the premises and the operation thereover of vehicles, whether or not it is alleged or determined that any such loss, cost, damage or expense mentioned herein, was caused by a direct violation of

this agreement by either party hereto, or through negligent acts or omissions of the Licensee, or her/his/their employees or agents, if any, or of the Licensor or its employees; the Licensee shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection with any of these provisions; and if any judgement shall be rendered against the Licensor in connection with any of these provisions, the Licensee shall, at her/his/their own expense, satisfy and discharge the same.

9. Any and all notices given hereunder shall be given in writing to the City and Licensee at their above addresses. Notices to the City shall be sent to the attention of the City Engineer and to the Law Department. Notice shall be effective upon delivery in person or upon receipt.

LICENSEE:

LICENSOR:

CITY OF EVANSTON

Lauren Runzel

By: _____
Eric Anderson
City Manager

Witness: _____

Attest: _____
Kirsten F. Davis
City Clerk

Witness: _____