

14-R-93

A Resolution

Authorizing the City Manager to Enter  
into an Easement Agreement with  
Shure Brothers Company to Maintain and  
Construct a Sewer

WHEREAS, Shure Brothers Company, organized and existing under the laws of the State of Illinois, owns and has title to certain real estate located in the City of Evanston ("City"), Cook County, Illinois, east of the North Shore Channel and south of the Skokie Swift tracks; and

WHEREAS, the City desires two (2) perpetual easements for a 72-inch sewer, as shown and described in Exhibit A; and

WHEREAS, the City Council finds and determines that the best interests of the City and its residents will be served by entering into said Easement Agreement with Shure Brothers Company to provide sewer service to the citizens 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 is hereby authorized and directed to sign, and the City Clerk hereby authorized to attest on behalf of the City of Evanston, a perpetual easement agreement, in substantial conformance with that in Exhibit A, attached hereto and made a part hereof, by and between the City as grantee and Shure Brothers Company as grantor, for purposes of constructing and maintaining a sewer east of the North Shore Channel and south of the Skokie Swift tracks.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions 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:  
Susan Davis  
City Clerk

Adopted: January 15, 1993

Easement Agreement for two perpetual Easements Across Shure Brothers Property 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 \_\_\_\_\_ 1992, by and between LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank as Trustee under Trust Agreement dated March 31, 1975 and known as Trust No. 48804, 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 2 perpetual Easements for a 72" sewer located in Evanston, Illinois east of the North Shore Channel and south of the Skokie Swift tracks, as shown and described in Exhibit A; and

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 72" diameter relief sewer pipe.

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.

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.

6.02 Grantor retains the right (but shall not be obligated) to connect to the relief sewer to be installed in the

easement for purposes of draining the parking lot traversed by the easement. Cost of such connections shall be borne by the Grantor.

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.

**SHURE BROTHERS COMPANY**

By: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk

**LASALLE NATIONAL TRUST, N.A., as Trustee  
as aforesaid**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Its: \_\_\_\_\_