

3-9-95

21-R-95

A RESOLUTION

Authorizing the City Manager to Negotiate Conditions
for Easements with Emmett & Nancy King for
Phase IV Sewer System Improvements

WHEREAS, the City of Evanston requires a perpetual easement for the construction, reconstruction, repair, and operation and maintenance of a 24" sewer for Phase IV of the Sewer System Improvements Plan; and

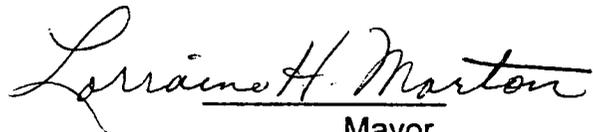
WHEREAS, such easements is in the best interest of the citizens of the City of Evanston.

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 sign the easement agreement marked as Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: That the City Manager of the City of Evanston 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

Opted: March 70, 1995

Easement Agreement for One Perpetual Easement Across Emmett & Nancy King property for Ingress and Egress, and construction and maintenance of Relief Sewer in Evanston, Illinois.

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1995,

by and between **EMMETT & NANCY KING**, 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 of Phase IV of its sewer system facilities plan located at the extension of Grove Street west of Darrow Avenue, east of Dodge Avenue and, west of Darrow Avenue in Evanston Illinois, as shown and described in Exhibit A.

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 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 24" diameter relief sewer pipes 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.

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 subcontractors, or their employees.

4.02 In addition to replacing the bituminous parking area pavement within the easement area legally described in Exhibit "A" which is removed or otherwise damaged in the installation of the "Improvements and Facilities", the Grantee covenants and agrees to install a two-inch-bituminous surface course overlay on the remainder of the existing vehicle parking area belonging to Grantee within and adjacent to the easement area, an area of 6000 square feet, more or less. The Grantor hereby grants unto the Grantee permission and right of access to prepare the existing surface and install the two-inch bituminous surface course heretofore described.

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

EMMETT & NANCY KING

By: Emmett King

By: Nancy Ann King

ATTEST:

Its: _____

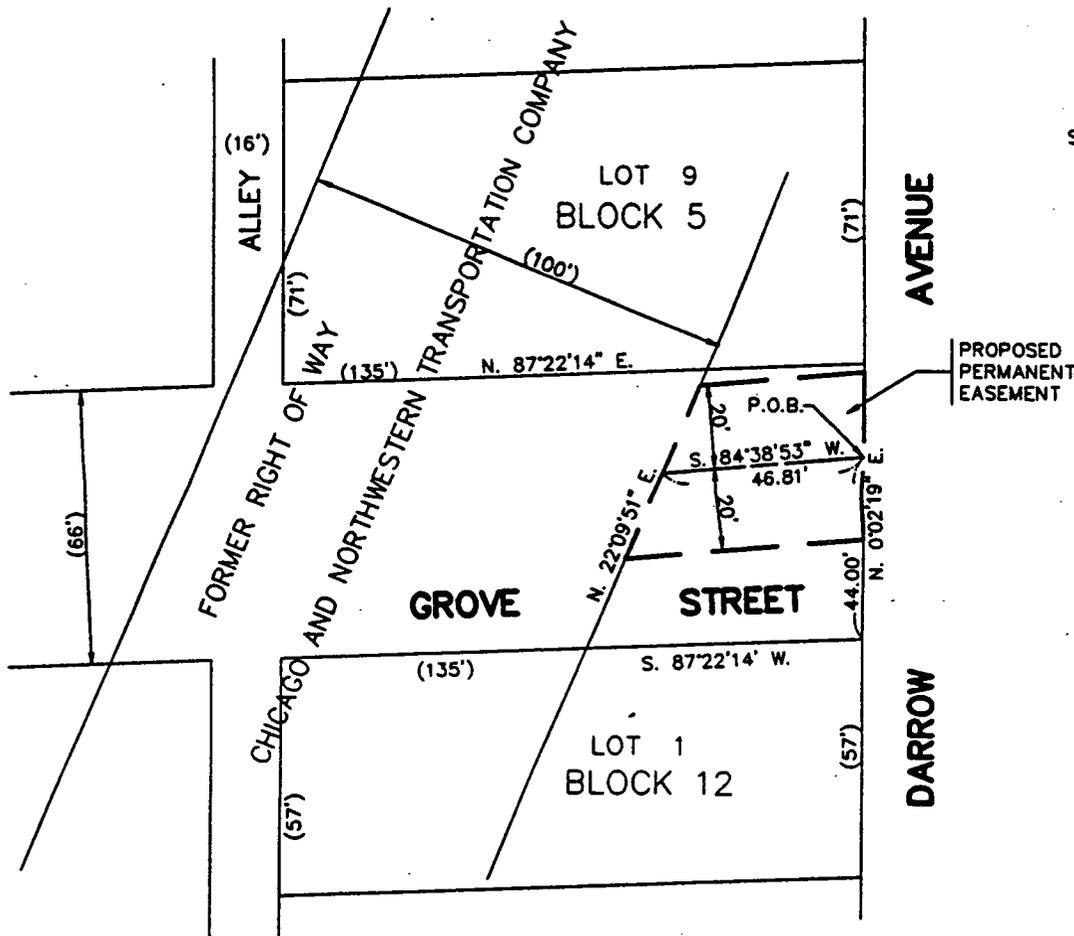
PLAT OF EASEMENT

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 northeast corner of Lot 1 in said Block 12; thence northerly 44.00 feet on an assumed bearing of N. 0°02'19" E. along the northerly extension of the east line of said Lot 1 to the Point of Beginning; thence S. 84°38'53" W., 46.81 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 0.043 acre, more or less.



SCALE: 1" = 30'

HINMANN'S ADDITION
(DOC. NO. 195529)

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.
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(708) 697-6700
ACCOUNT NO. 2-02-0189(x)