

3-9-95

22-R-95

A RESOLUTION

Authorizing the City Manager to Negotiate Conditions
for an Easement PACE for
Phase I Sewer System Improvements

WHEREAS, the City of Evanston requires a perpetual easement for the construction, reconstruction, repair, and operation and maintenance of a 72" sewer for Phase I of the Sewer System Improvements Plan; and

WHEREAS, such easement 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:

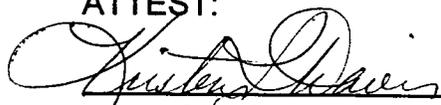
SECTION 1: That the City Manager of the City of Evanston is hereby authorized to sign the easement agreement marked as Exhibit A attached hereto and incorporated herein by reference.

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

Adopted: March 10, 1995

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1995, by and between **THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (PACE)** a municipal corporation, political subdivision and unit of local government, 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, Grantor is the owner of certain real estate located in the City of Evanston commonly known as Pace Subdivision located in Section 35, Township 41, North Range 13 east of the Third Principal Meridian ("Grantor's Property"); and

WHEREAS, the Grantee desires Grantor to grant to it a Perpetual Easement for storm sewer system over certain portions of Grantor's Property as shown and described on the Plat of Easement attached hereto as Exhibit A ("Easement Parcel"); 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 non-exclusive perpetual easement, right, privilege and authority over, along, and through the Easement Parcel to construct, reconstruct, repair, operate and maintain said sewer and appurtenances ("Facilities") and for no other purpose whatsoever. The Facilities consist of 72" diameter relief sewer pipes and ancillary construction.

ARTICLE TWO

2.01 The Grantor expressly retains its interest in and rights to the use and occupation of the Easement Parcel 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 at locations designated by Grantor to said Easement Parcel for the construction, reconstruction, repair, relocation, maintenance or removal of same.

2.02 The Grantee hereby agrees to defend, indemnify, keep and save harmless the Grantor, its trustees, officers, employees and agents 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 the acts or omissions of Grantee or its employees, or Grantee's contractors or subcontractors or their employees, in consequence of the granting of this easement, the rights exercised pursuant thereto, or the operation of the Facilities.

ARTICLE THREE

3.01 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.

3.02 Grantee agrees at its sole cost and expense to install and at all times maintain a lockable gate on Grantor's fence as approved by Grantor and agrees this to be the only access to the property for the sole purpose of maintenance and repair of the Facilities.

ARTICLE FOUR

4.01 The easement herein granted shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE FIVE

5.01 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

SUBURBAN BUS DIVISION OF THE RTA (PACE)

By: _____

Its: _____

ATTEST:

Its: _____

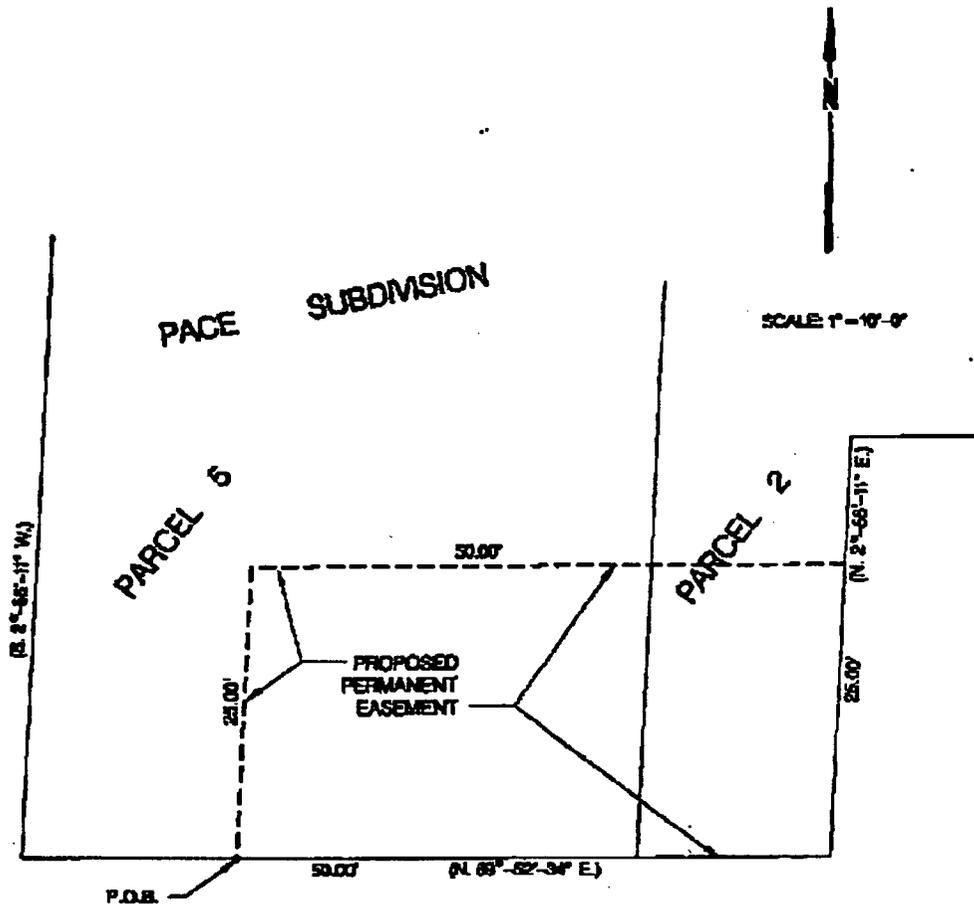
PLAT OF EASEMENT

OF PROPERTY DESCRIBED AS FOLLOWS:

Those parts of Parcel 2 and 5 in Pace Subdivision, being a subdivision of part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 41 North, Range 13 East of the Third Principal Meridian, in the City of Evanston, Cook County, Illinois, described as follows:

Beginning at a point in the South line of said Parcel 5, distant Easterly 16.00 ft. measured along said South line from Southwest corner of said Parcel 5; thence Easterly, 50.00 ft. along the South line of said Parcel 5 and 2; thence Northerly, 25.00 ft. along an Easterly line of said Parcel 2; thence Westerly, 50.00 ft. parallel with the South line of said Parcel 2 and 5; thence Southerly, 25.00 ft. parallel with the West line of said Parcel 5 to the Point of Beginning.

Said parcel contains .029 acre, more or less.



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

NOTARY PUBLIC

NOTARY PUBLIC

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Mayor, and _____, Clerk of the City of Evanston, came before me this day and acknowledged that they caused the within instrument to be duly executed by them as their free and voluntary act and as the free and voluntary act of said City for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1995.

Notary Public

Commission expires _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

NOTARY PUBLIC
STATE OF ILLINOIS
COUNTY OF COOK

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Florence Boone, Chairman of the Board, and Dee Uhlmansiek, Board Secretary, of Pace the Suburban Bus Division of the RTA, came before me this day and acknowledged that they caused the within instrument to be duly executed by them as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1995.

Notary Public

Commission expires _____

This instrument prepared by:

Lawrence M. Freedman
Ash, Anos, Freedman and Logan
77 West Washington Street
Chicago, IL 60602

Common Address:

Pace North Shore Division
2330 Oakton Street
Evanston, IL 60202

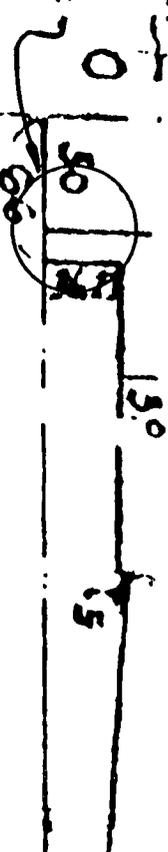
PIN: 10-25-100-037

Limits

66

309 76

Area of Easement



of Evanston

(Abandoned Right-of-Way)
PACE Property

PACE Property

12774