

4/4/95

26-R-95

A Resolution

Authorizing the Grant of a License
to John Yoder at 2779 Prairie Avenue
for a Front-Yard Fence
on the Public Right-of-Way

WHEREAS, John Yoder, ("Licensee"), is the owner of the property at 2779 Prairie Avenue, Evanston, Illinois, legally described as:

Lot 25 (except the Southeasterly 40 ft.) and the Southeasterly 29 ft. 6 inches of Lot 26 in Block 26 in Stewart's Resubdivision of Blocks 22, 24 and 26, in North Evanston, a Subdivision of Lots 11, 12, 13, 14, 15, 16 and the West 4.3 acres of Lot 17 in George Smith's Subdivision of the South part of Archange Ouilmette Reservation and of Lots 1, 3 and that part of Lot 2, lying between the Chicago and Milwaukee Railroad and the West line of Lot 3 produced to the North line of Section 12, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, the subject property has its front lot line on Prairie Avenue and its rear lot line on Isabella Avenue; and

WHEREAS, Licensee has a fence shown on Exhibit A, attached hereto and made a part hereof, located in the right-of-way on the Isabella side of the subject property; and

WHEREAS, said fence has existed for over twenty-five years and Licensee is desirous of replacing it at the existing location; and

WHEREAS, Licensee is desirous of obtaining a license from the City to allow for replacement and retention of a fence on the above-described right-of-way; and

WHEREAS, the right-of-way on which the fence is and is to be located is legally described as:

WEST FENCE: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF PRAIRIE AVENUE AND THE SOUTH LINE OF ISABELLA STREET, THENCE EASTERLY ALONG THE SAID SOUTH LINE OF ISABELLA STREET FOR A DISTANCE OF 99.01 FEET TO THE POINT OF BEGINNING, THENCE NORTHEASTERLY PARALLEL TO THE SOUTHERLY LINE OF LOT 26 IN BLOCK 26 OF STEWART'S RESUBDIVISION A DISTANCE OF 25 FEET, THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF ISABELLA STREET A DISTANCE OF 40 FEET THENCE SOUTHWESTERLY TO THE POINT ON THE SOUTH LINE OF ISABELLA STREET WHICH IS ALSO THE EASTERMOST CORNER OF AFORESAID LOT 26, THENCE WESTERLY ALONG SOUTH LINE OF ISABELLA STREET TO THE POINT OF BEGINNING. ALL IN THE SOUTH PART OF ARCHANGEL OUILMETTE RESERVATION SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

EAST FENCE: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF PRAIRIE AVENUE AND THE SOUTH LINE OF ISABELLA STREET, THENCE EASTERLY ALONG THE SAID SOUTH LINE OF ISABELLA STREET, FOR A DISTANCE OF 172.69 FEET TO THE POINT OF BEGINNING, THENCE NORTHEASTERLY PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF LOT 25, IN BLOCK 26 OF STEWART'S RESUBDIVISION A DISTANCE OF 10 FEET, THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF ISABELLA STREET A DISTANCE OF 1.0 FEET, THENCE SOUTHWESTERLY PARALLEL TO THE NORTHERLY LINE OF AFORESAID LOT 25 TO THE POINT ON THE SOUTH LINE OF ISABELLA STREET, THENCE WESTERLY ALONG THE SOUTH LINE OF ISABELLA STREET TO THE POINT OF BEGINNING, ALL IN THE SOUTH PART OF ARCHANGEL OUILMETTE RESERVATION SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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

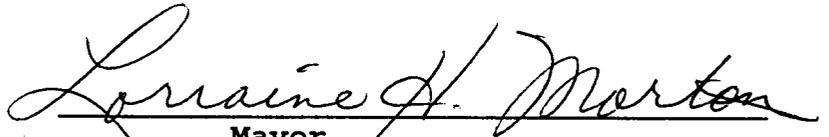
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

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

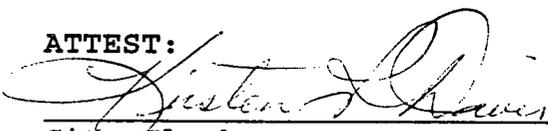
Exhibit A, and made a part hereof, between the City, as Licensor and John Yoder, as Licensee, providing for Licensee's replacement and retention of a fence in the public right-of-way abutting the Isabella Street side of the property at 2779 Prairie Avenue, Evanston, Illinois.

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.



Mayor

ATTEST:


City Clerk

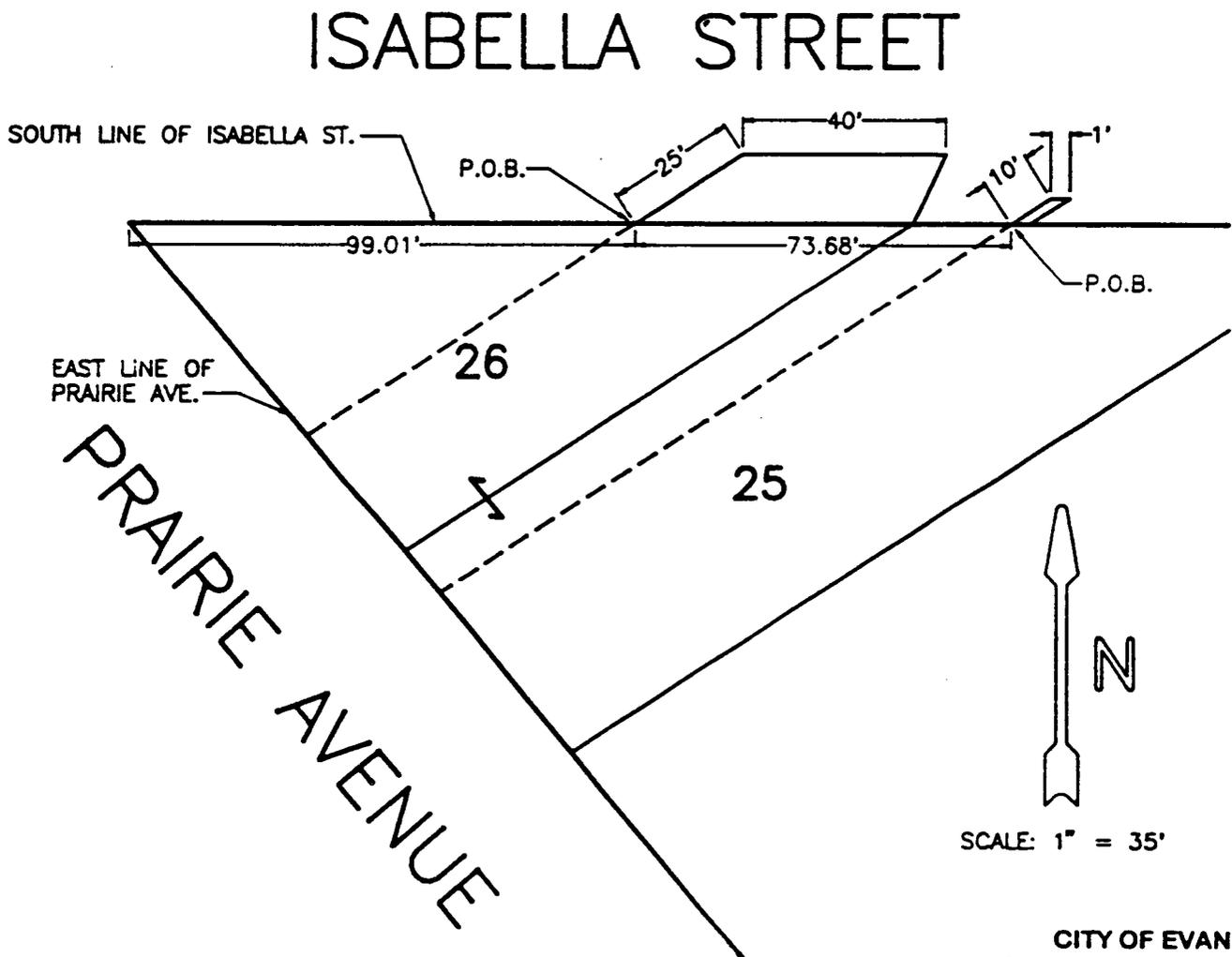
Adopted: April 17, 1995

EXHIBIT "A"

(FOR THE PROPERTY COMMONLY KNOWN AS 2779 PRAIRIE AVENUE)

WEST FENCE: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF PRAIRIE AVENUE AND THE SOUTH LINE OF ISABELLA STREET, THENCE EASTERLY ALONG THE SAID SOUTH LINE OF ISABELLA STREET FOR A DISTANCE OF 99.01 FEET TO THE POINT OF BEGINNING, THENCE NORTHEASTERLY PARALLEL TO THE SOUTHERLY LINE OF LOT 26 IN BLOCK 26 OF STEWART'S RESUBDIVISION A DISTANCE OF 25 FEET, THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF ISABELLA STREET A DISTANCE OF 40 FEET, THENCE SOUTHWESTERLY TO THE POINT ON THE SOUTH LINE OF ISABELLA STREET WHICH IS ALSO THE EASTERN MOST CORNER OF AFORESAID LOT 26, THENCE WESTERLY ALONG SOUTH LINE OF ISABELLA STREET TO THE POINT OF BEGINNING, ALL IN THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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CITY OF EVANSTON
ENGINEERING DIVISION
MARCH 9, 1995

LICENSE AGREEMENT

The City of Evanston, an Illinois municipal corporation, with its principal place of business at 2100 Ridge Avenue, Evanston, Illinois, ("the City"), and John Yoder, ("Licensee") residing at 2779 Prairie Avenue, Evanston, Illinois, hereby enter into this License Agreement dated this _____ day of _____, 1995, and Agree:

RECITALS

1. Licensee is the owner of the property ("subject property") at 2779 Prairie Avenue, Evanston, Illinois, legally described as:

Lot 25 (except the Southeasterly 40 ft.) and the Southeasterly 29 ft. 6 inches of Lot 26 in Block 26 in Stewart's Resubdivision of Blocks 22, 24 and 26, in North Evanston, a Subdivision of Lots 11, 12, 13, 14, 15, 16 and the West 4.3 acres of Lot 17 in George Smith's Subdivision of the South part of Archange Ouilmette Reservation and of Lots 1, 3 and that part of Lot 2, lying between the Chicago and Milwaukee Railroad and the West line of Lot 3 produced to the North line of Section 12, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

2. The subject property has its front lot line on Prairie Street and its rear lot line on Isabella Street.

3. Licensee has a fence, shown on Exhibit A attached hereto and made a part hereof, located in the City's right-of-way on the Isabella Street side of the subject property.

4. Said fence has existed for over twenty-five years, and Licensee is desirous of replacing it at the existing location.

5. The Isabella right-of-way in which the subject fence is located is legally described as follows:

WEST FENCE: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF PRAIRIE AVENUE AND THE SOUTH LINE OF ISABELLA STREET, THENCE EASTERLY ALONG THE SAID SOUTH LINE OF ISABELLA STREET FOR A DISTANCE OF 99.01 FEET TO THE POINT OF BEGINNING, THENCE NORTHEASTERLY PARALLEL TO THE SOUTHERLY LINE OF LOT 26 IN BLOCK 26 OF STEWART'S RESUBDIVISION A DISTANCE OF 25 FEET, THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF ISABELLA STREET A DISTANCE OF 40 FEET THENCE SOUTHWESTERLY TO THE POINT ON THE SOUTH LINE OF ISABELLA STREET WHICH IS ALSO THE EASTERMOST CORNER OF AFORESAID LOT 26, THENCE WESTERLY ALONG SOUTH LINE OF ISABELLA STREET TO THE POINT OF BEGINNING. ALL IN THE SOUTH PART OF ARCHANGE OUILMETTE RESERVATION SECTION 12, TOWNSHIP 41

NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

EAST FENCE: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF PRAIRIE AVENUE AND THE SOUTH LINE OF ISABELLA STREET, THENCE EASTERLY ALONG THE SAID SOUTH LINE OF ISABELLA STREET, FOR A DISTANCE OF 172.69 FEET TO THE POINT OF BEGINNING, THENCE NORTHEASTERLY PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF LOT 25, IN BLOCK 26 OF STEWART'S RESUBDIVISION A DISTANCE OF 10 FEET, THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF ISABELLA STREET A DISTANCE OF 1.0 FEET, THENCE SOUTHWESTERLY PARALLEL TO THE NORTHERLY LINE OF AFORESAID LOT 25 TO THE POINT ON THE SOUTH LINE OF ISABELLA STREET, THENCE WESTERLY ALONG THE SOUTH LINE OF ISABELLA STREET TO THE POINT OF BEGINNING, ALL IN THE SOUTH PART OF ARCHANGEL OUILMETTE RESERVATION SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Conditions, Restrictions, and Limitations

Now, Therefore in consideration of the above recitals and the 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 replace and retain the fence located in the right-of-way at 2779 Prairie Avenue, 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 neither creates any interest in the Licensee in the right-of-way herein described nor an expectation that the License will be continued, renewed, or assigned, 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, sub-licensed, or transferred to subsequent owner(s) 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 and with all appropriate permits and approvals obtained. The fence shall be maintained in accordance with all applicable legislation.

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 judgment 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 five days after deposit in the U.S. Mail, first-class postage pre-paid.

LICENSEE:

LICENSOR:

CITY OF EVANSTON

John Yoder

By: _____
Eric Anderson
City Manager

Witness: _____

Attest: _____
Kirsten F. Davis
City Clerk

Witness: _____

PLAT OF SURVEY

H. R. SMITH
R. R. HANSEN

MEMBERS
ILLINOIS PROFESSIONAL
LAND SURVEYORS
ASSOCIATION

B. H. SUHR & COMPANY, INC.

ESTABLISHED IN 1911

1415 SHERMAN AVENUE, EVANSTON, ILLINOIS 60201

TELEPHONE (312) 273-5315

TELEPHONE (708) 864-6315

BOOK 94 PAGE 596

ORDER NO. 94-596

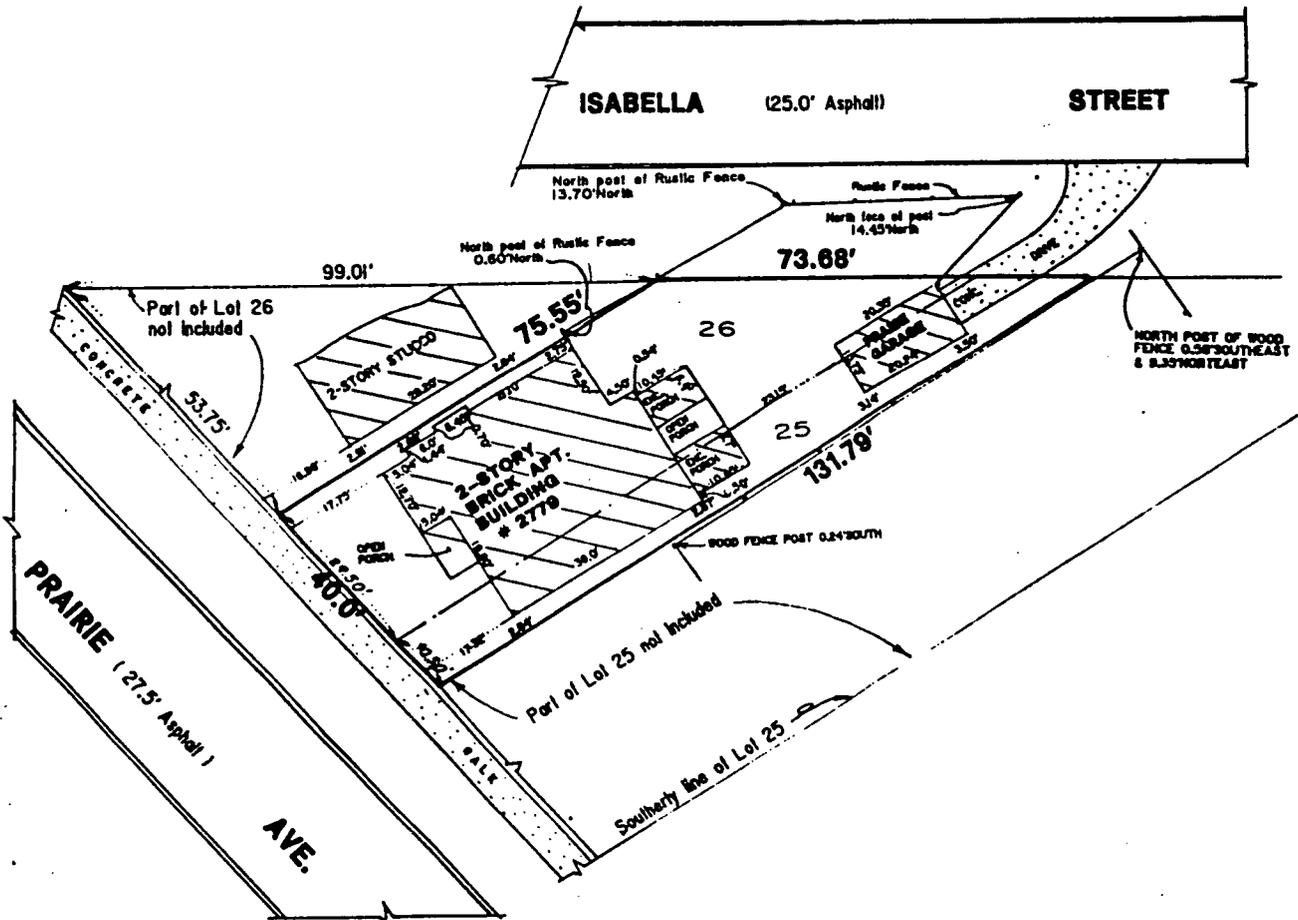
EVANSTON, MAY 27, 1994

ORDERED BY JOHN C. YODER

FOR _____

Lot 25 (except the Southeastly 40 ft.) and the Southeastly 29 ft., 6 inches of Lot 26 in Block 26 in Stewar's Resubdivision of Blocks 22, 24 and 26, in North Evanston, a Subdivision of Lots 11, 12, 13, 14, 15, 16 and the West 4.3 acres of Lot 17 in George Smith Subdivision of the South part of Archange Oulmette Reservation and of Lots 1, 3 and that part of Lot 2, lying between the Chicago & Milwaukee Railroad and the West line of Lot 3 produced to the North line of Section 12, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.

Commonly known as 2779 PRAIRIE AVENUE, EVANSTON, ILLINOIS.



SCALE: 1" = 20 ft.
TOP OF PLAT IS NORTH.

EVANSTON, MAY 27, 1994

EVANSTON, MAY 27, 1994

STATE OF ILLINOIS,
COUNTY OF COOK.

STATE OF ILLINOIS,
COUNTY OF COOK.

We hereby certify that the buildings on lot shown are within property lines and that the adjoining improvements do not encroach on said premises, unless noted hereon.

This is to certify that we have surveyed the above described property and the above plat correctly represents said survey.

SURVEYOR

B. H. SUHR & COMPANY, INC.
SURVEYORS

By _____

© Copyright B.H. Suhr & Co., Inc.



The description on this plat was provided to us by the client, and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title. All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor. This survey has been made for the use in connection with a mortgage loan transaction or real estate transfer and is not to be used for any improvements unless owners are enumerated and shown on plat, also compare all points before building by same and report any discrepancy at once. Dimensions are shown in feet and decimal parts thereof, no dimension is to be assumed by scaling.