

2/18/97

11-R-97

A RESOLUTION

Authorizing the Grant of a
License to Arens Control Company, L.L.C.
Allowing a Communications Cable Between
2017 and 2000 Greenleaf Street

WHEREAS, Arens Controls Company is the owner of the property at 2017 and 2000 Greenleaf Street, Evanston, Illinois; and

WHEREAS, the Licensee seeks to connect a computer cable between the building at 2017 Greenleaf Street, Evanston, and the building at 2000 Greenleaf Street, Evanston, on said properties described as follows:

A strip of land 5.0 feet wide, the centerline of which is described as follows: Commencing at the intersection of the North Right-of-Way of Greenleaf Street and the East lot line of Arens Controls, Inc. Consolidation of part of Lot 1 in Banbury Second Consolidation, a Resubdivision of Lot 1 in Banbury Consolidation, a Resubdivision of Lots 1 to 8 and 17 to 24 in Block 1 and Lots 1 to 3 and parts of Lots 4 to 9 in Block 2 all in Pitner's Third Addition to Evanston, (which is also 128.0 feet West of the intersecting point of the North Right-of-Way line of Greenleaf Street and the West Right-of-Way line of Brown Avenue), thence Westerly along the North Right-of-Way line of Greenleaf Street 226.50 feet to the point of beginning of said centerline, thence South at a right angle to the North Right-of-Way line of Greenleaf Street to a point on the South Right-of-Way line of Greenleaf Street, said point being the terminus of said centerline, all from Greenleaf Street elevation to 17.0 feet above street elevation, all in the East half of the Northwest quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

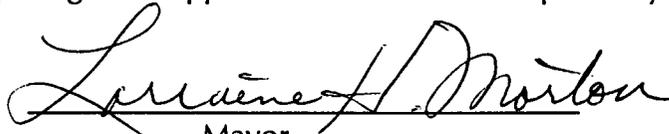
WHEREAS, the cable is to connect both buildings to the same network which is vital for the successful operation of the manufacturing business at 2017 and 2000 Greenleaf; and

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 a license to allow the aforesaid cable,

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 Arens Controls Company, L.C.C., as Licensee, providing for Licensee's cable between Licensee's business located at 2017 and 2000 Greenleaf, Evanston, Illinois.

SECTION 2: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner required by law.



Mayor

ATTEST:



City Clerk

Adopted: February 24, 1997

EXHIBIT I

REVOCABLE LICENSE AGREEMENT

The City of Evanston, an Illinois municipal corporation, ("City"), for good and valuable consideration, receipt of which is acknowledged, does hereby grant to Arens Controls Company, L.C.C. ("Licensee"), a license to connect a computer cable between the Licensee's buildings located at 2000 and 2017 Greenleaf Street, Evanston. Said cable is located in the area legally described as Exhibit A attached hereto and incorporated by reference. The License is made by the City and accepted by the Licensee upon these terms and conditions, and Licensee agrees that should the Licensee at any time violate any of said terms or conditions, or use or attempt to use said property for any other or different purpose than that specified herein, then the City may, at its option, immediately revoke this License:

1. That the License is for the exclusive purpose of allowing a computer cable connection between the Licensee's properties at 2000 and 2017 Greenleaf Street, described as follows:

See Exhibit A

2. That Licensee acquires no rights below the surface of the public way by virtue of this License.

3. That Licensee agrees to obtain any applicable permits required by the Evanston City Code, to install, maintain or replace said cable.

4. As a material consideration to the City for entering into this License and without which the City would not enter into same, Licensee agrees to indemnify and save and hold harmless the City, its successors and assigns, from all liability for injuries to

persons, deaths, or losses or damages to property resulting from the giving of this License or arising out of or caused by the construction, installation, maintenance, use, presence, or removal of the cable by Licensee on the public right-of-way located in the area designated on Exhibit A. The Licensee shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising from or incurred in connection with any of these provisions.

5. Prior to the signing of this License, Licensee will provide the City with adequate and satisfactory insurance coverage against all risk of harm or any injury to any party through a recognized surety. Said insurance will name the City an additional insured and will give the City thirty days' notice of cancellation. Licensee will keep said insurance in effect throughout the term of this License.

6. This License is not assignable or otherwise transferable by Licensee.

The CITY OF EVANSTON expressly reserves the right to revoke this Licensee upon thirty (30) days' written notice if it is determined in the best interest of the City to do so. In such event, Licensee shall have no recourse against the City, and, if directed by the City, Licensee shall promptly remove the cable and promptly restore to its original condition, in compliance with applicable regulations, any City-owned area exposed by removal of the cable.

IN WITNESSES WHEREOF, this License is executed this _____ day of _____, 1997.

By: _____
Arens Controls Company, L.C.C.

Attest: _____
Kirsten F. Davis

By: _____
Roger Crum, City Manager
City of Evanston

EXHIBIT " A "
LICENSE AGREEMENT

A strip of land 5.0 feet wide, the centerline of which is described as follows: Commencing at the intersection of the North Right-of-Way of Greenleaf Street and the East lot line of Arens Controls Inc. Consolidation of part of Lot 1 in Banbury Second Consolidation, a Resubdivision of Lot 1 in Banbury Consolidation, a Resubdivision of Lots 1 to 8 and 17 to 24 in Block 1 and Lots 1 to 3 and parts of Lots 4 to 9 in Block 2 all in Pitner's Third Addition to Evanston, (which is also 128.0 feet West of the intersecting point of the North Right-of-Way line of Greenleaf Street and the West Right-of-Way line of Brown Avenue), thence Westerly along the North Right-of-Way line of Greenleaf Street 226.50 feet to the point of beginning of said centerline, thence South at a right angle to the North Right-of-Way line of Greenleaf Street to a point on the South Right-of-Way line of Greenleaf Street, said point being the terminus of said centerline, all from Greenleaf Street elevation to 17.0 feet above street elevation, all in the East half of the Northwest quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

