

8/11/97

59-R-97

A RESOLUTION

Authorizing the Grant of a
License to Marlene Hunter
Allowing the Maintenance, Replacement
and Repair of an Existing Fence
on the Greenwood Street Right-of-Way
at 1341 McDaniel Avenue

WHEREAS, Marlene Hunter is the owner of the property at 1341 McDaniel Avenue,
Evanston, Illinois; and

WHEREAS, the Licensee seeks to have permission to maintain, replace and repair
an existing fence on the Greenwood Street right-of-way at 1341 McDaniel Avenue, Evanston,
on said property described as follows:

That part of Greenwood Street described as follows:
Beginning at the Southeast corner of Greenwood Street and McDaniel Avenue,
thence Easterly along the Southline of Greenwood Street 103.16 feet, thence
Northerly at a right angle to the last described line for a distance of 8.6 feet, thence
Westerly along a line parallel the Southline of Greenwood Street 103.16 feet, thence
Southerly to the point of beginning, all in West ½ of the Southwest 1/4 of Section 13,
Township 41 North, Range 13 East of the Third principal meridian in Cook County,
Illinois; and

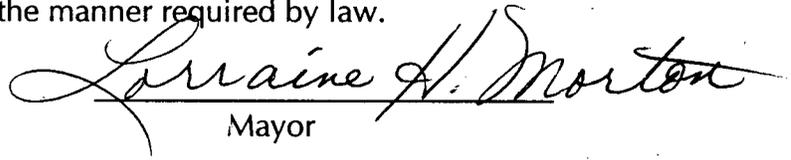
WHEREAS, the City Council of the City of Evanston finds and determines that the best
interests of the City and its residents would be served by the grant of a license to allow the
aforesaid maintenance, replacement and repair of the existing fence,

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 Marlene Hunter, as Licensee, providing for Licensee's maintenance, replacement and repair of the existing fence in the Greenwood Avenue right-of-way at 1341 McDaniel Avenue, 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: August 18, 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 Marlene Hunter ("Licensee"), a license to maintain, replace, and repair an existing fence in the Greenwood Street right-of-way at 1341 McDaniel Avenue, Evanston. Said fence 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 maintaining, replacing, or repairing an existing fence in the Greenwood Street right-of-way at the Licensee's property at 1341 McDaniel Avenue, 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 maintain, repair or replace said fence.

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 maintenance, repair, or replacement of the fence by Licensee on the public right-of-way located in the area designated on Exhibit A. The Licensee shall, at her 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 fence and promptly restore to its original condition, in compliance with applicable regulations, any City-owned area exposed by removal of the fence.

IN WITNESSES WHEREOF, this License is executed this 20 day of Aug, 1997.

By: Marlene P. Hunter
Marlene Hunter

By: Roger Crum
Roger Crum, City Manager
City of Evanston

Attest: Mary Morris
Mary Morris

EXHIBIT "A"

LICENSE AGREEMENT

That part of Greenwood Street described as follows:

Beginning at the Southeast corner of Greenwood Street and McDaniel Avenue, thence Easterly along the Southline of Greenwood Street 103.16 feet, thence Northerly at a right angle to the last described line for a distance of 8.6 feet, thence Westerly along a line parallel to the Southline of Greenwood Street 103.16 feet, thence Southerly to the point of beginning, all in West 1/2 of the Southwest 1/4 of Section 13, Township 41 North, Range 13 East of the Third principal meridian in Cook County, Illinois.

