

9/16/97

74-R-97  
A RESOLUTION

AUTHORIZING THE CITY MANAGER  
TO SIGN AN EXTENSION OF THE METROPOLITAN  
WATER RECLAMATION DISTRICT PERMIT FOR ACCESS  
ON THE EAST BANK OF THE NORTH SHORE CHANNEL  
SOUTH OF MAIN STREET IN SKOKIE, ILLINOIS

WHEREAS, The Metropolitan Water District of Greater Chicago (MWRD) and the City of Evanston (City), on August 11, 1994 entered into a Permit Agreement granting the City the privilege to use the real estate described and known as the east bank of the North Shore Channel, just south of Main Street, Skokie, Illinois, for the period commencing August 11, 1994, and expiring August 10, 1997; and

WHEREAS, the occupancy term provided under said permit agreement expires by its own terms on August 10, 1997; and

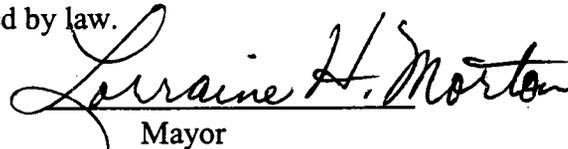
WHEREAS, it is deemed beneficial to both parties to allow the rights granted in the for Permit Agreement to continue for an additional period of time to facilitate appropriate performance of same,

NOW, THEREFORE, BE IT RESOLVED by the City Council, City of Evanston, Cook County, Illinois;

SECTION 1: That the City Manager is hereby authorized to sign the extension of the Permit Agreement between the MWRD and the City of Evanston for continued access to remove stored asphalt and concrete and for restoration on District property located along the east bank of the North Shore Channel, just south of Main Street in Skokie, Illinois. Said agreement marked as Exhibit A is attached hereto, and incorporated herein by reference.

SECTION 2: That the City Manager is further authorized to negotiate any additional terms and conditions he deems necessary.

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 required by law.

  
Mayor

ATTEST:

  
City Clerk

Adopted: September 22, 1997

Paragraph 1.01 is hereby deleted in its entirety and substituted as follows:

1.01 The District for and in consideration of the payment of the permit fees hereinafter set forth, hereby issues to the Permittee a permit and license to use the following described real estate situated in the County of Cook, State of Illinois, for the sole and exclusive purpose of continued access for removal of stored asphalt and concrete and for restoration on District property located on the east bank of the North Shore Channel, just south of Main Street, in Skokie, Illinois, and for no other purpose whatsoever. (For pictorial representation of permit premises, see Exhibit A attached hereto and made a part hereof).

5. All terms and conditions of said Permit Agreement aforesaid shall remain in full force and effect during this extension period, except those covenants in said Permit Agreement which survive the expiration, which Permittee hereby agrees to honor.

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.

METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO

BY: \_\_\_\_\_  
Chairman, Committee on Finance

ATTEST:

\_\_\_\_\_  
Clerk

CITY OF EVANSTON.

BY: \_\_\_\_\_  
Its \_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_  
Title

## PERMIT EXTENSION AGREEMENT

THIS PERMIT EXTENSION AGREEMENT, made this 7th day of August, 1997, by and between THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation, organized and existing under the laws of the State of Illinois, hereinafter called "District", and the CITY OF EVANSTON, a municipal corporation, organized and existing under the laws of the State of Illinois, hereinafter called "Permittee".

## WITNESSETH:

WHEREAS, the District and Permittee, on August 11, 1994, entered into a certain Permit Agreement granting Permittee the privilege to use the real estate described and known as the east bank of the North Shore Channel, just south of Main Street, in Skokie, Illinois, (for a pictorial representation, see Exhibit A, which are attached hereto) for the period commencing August 11, 1994 and expiring August 10, 1997; and

WHEREAS, the occupancy term provided under said Permit Agreement will expire by its own terms on August 10, 1997; and

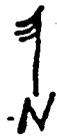
WHEREAS, it is deemed beneficial to both parties hereto to allow the rights granted in the aforesaid Permit Agreement, to continue for an additional period of time to facilitate appropriate performance of same.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 (\$10.00), in hand paid by the Permittee to the District, the promises, covenants, conditions, agreements and undertakings hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the District and the Permittee agree as follows:

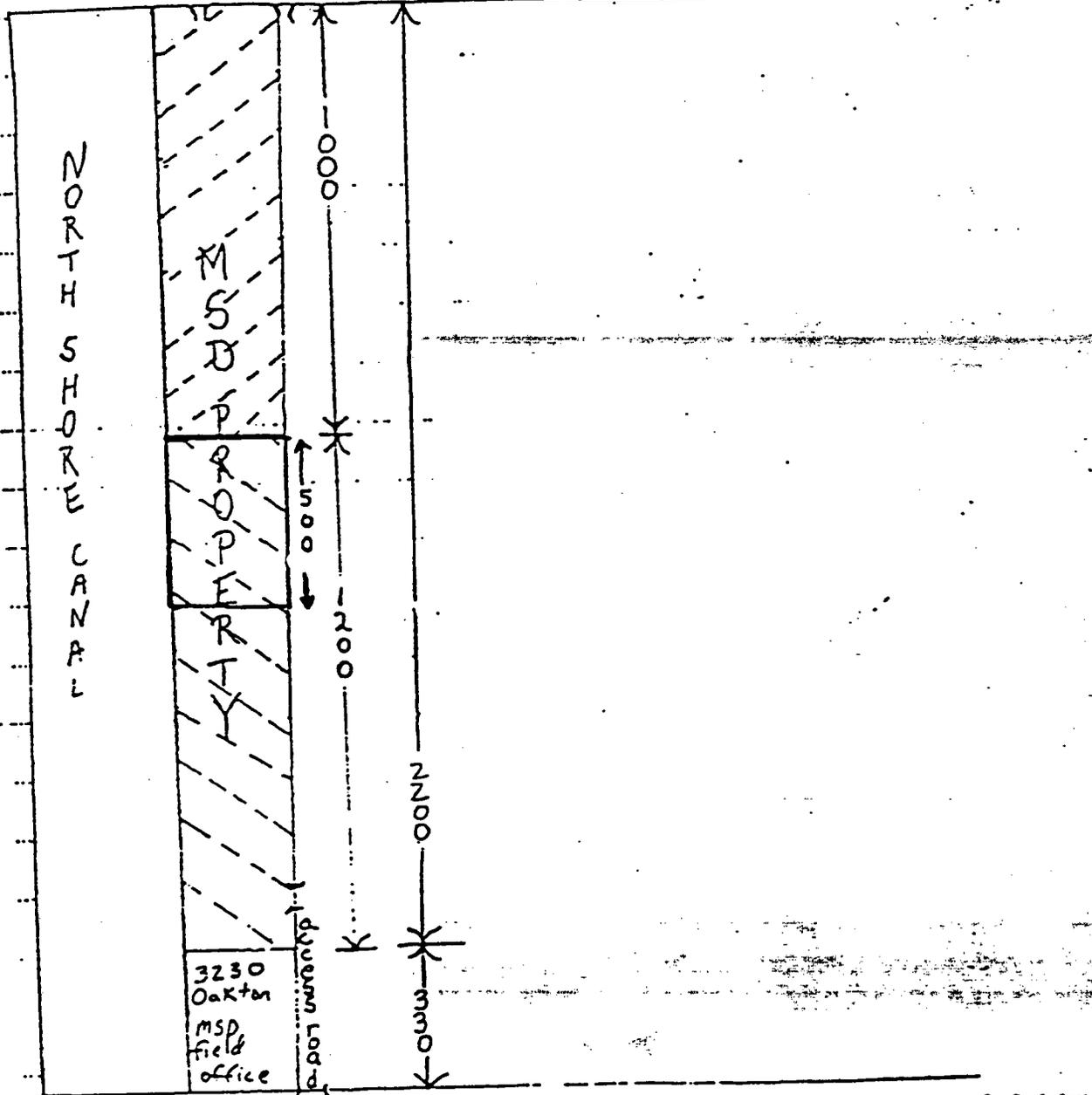
1. All of the foregoing recitals, which constitute the factual basis for this transaction, are incorporated by reference herein and made a part hereof.
2. The Permit Agreement dated August 11, 1994, by and between the District and Permittee granting a use provided unto the Permittee with respect to the real estate which is shown in Exhibit A, attached hereto, for the period of August 11, 1994 to August 10, 1997, is incorporated by reference herein and made a part hereof as though set forth in full.
3. The expiration date of said Permit Agreement being August 10, 1997, is hereby extended to October 31, 1997, at which time all rights of Permittee hereunder and by virtue of said Permit Agreement aforesaid shall cease and determine.
4. The Permittee and the District hereby agree to amend the Permit Agreement dated August 11, 1994 as follows:







MAIN STREET



NORTH SHORE CANAL

MSR PROPERTY

KYLE PROPERTY

3230  
Oakton  
MSD  
field  
office

1000

500

700

2200

330 270

OAKTON STREET

All MSD Property Is Fenced In

EXHIBIT A

**APPROVED AS TO FORM AND LEGALITY:**

---

**Head Assistant Attorney**

---

**Attorney**

**APPROVED:**

---

**General Superintendent**

**RECEIVED**

**Insurance** \_\_\_\_\_

**Bond** \_\_\_\_\_

**Fee** \_\_\_\_\_

