

9-22-98

55-R-98

A RESOLUTION

Authorizing the City Manger to Negotiate Conditions
for an Easement with Permalawn Inc.
Phase VI Sewer System Improvements

WHEREAS, the City of Evanston requires a perpetual easement for the construcion, reconstruciton, repair, and operation and maintenance of a 108" diameter sewer for Phase VI of the Sewer System Improvements Plan; and

WHEREAS, such easements are 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: September 28, 1998

Easement Agreement for One Perpetual Easement Across Permalawn, Inc. 2222 Green Bay Road, Evanston, Illinois 60201 for Ingress and Egress to and Construction and Maintenance of Relief Sewers for its Phase VI Relief Sewer Project in Evanston, Illinois.

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 1998, by and between **PERMALAWN, INC.**, 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, the **Grantee** desires one perpetual Easement for Phase VI of its sewer system facilities plan located East of North Shore Channel and West of Green Bay Road in Evanston, Illinois as follows:

- A. Perpetual Agreement for Relief Sewers and Facilities as shown and described in Easement Plat, depicted as P-3, where Metropolitan Water Reclamation District of Greater Chicago permission for the area, depicted as P-3 in Easement Plat, is obtained.

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 perpetual easement, right, privilege and authority to construct, reconstruct, repair, operate and maintain and remove its "Improvements and Facilities" and access thereto, under the easement premises legally described and depicted in Easement Plat which is attached hereto and made a part hereof and for no other purpose whatsoever. The Improvements and Facilities consist of a 108" diameter relief sewer pipes and ancillary construction.

1.03 The **Grantor** covenants and agrees in consideration of the grant of said easement to pay to the **Grantor** a one-time easement fee of one and no/100 dollars (\$1.00), receipt of which is hereby acknowledged.

1.04 The **Grantee** and the **Grantor** hereby covenant and agree to take all reasonable care not to disrupt each other's work. **Grantee** will promptly reimburse **Grantor** for any additional costs of any kind or amount borne by **Grantor** as a result of **Grantee's** activities.

ARTICLE TWO

2.01 **Grantee** shall construct, install, operate, maintain and remove the "Improvements and Facilities, in a good and workmanlike manner at its sole cost, risk and expense.

ARTICLE THREE

3.01 The **Grantor** expressly retains its interest in and rights to the use and occupation of the easement premises 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 to said relief sewer and appurtenances for the construction, reconstruction, repair, relocation, maintenance or removal of same.

3.02 The **Grantee** shall defend, indemnify, keep and save harmless the **Grantor**, its trustees, officers, employees and agents and **Grantee's** beneficiary and its parent, subsidiary and affiliated companies and the officers, employees, and agents of each of them against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgements, costs or expenses (Including reasonable attorneys fees) which may in any wise accrue, directly or indirectly as a result of negligence or omission of **Grantee** or its employees, or **Grantee's** contractors or subcontractors or their employees, in consequence of the granting of this easement.

ARTICLE FOUR

4.01 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.

ARTICLE FIVE

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

ARTICLE SIX

6.01 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

PERMALAWN, INC.

By: _____

Its: _____

ATTEST:

Its: _____

