

3-R-99

A RESOLUTION

**Authorizing the Grant of a License to MediaOne
Allowing Construction of a Building
and Placement of a Fence in the Public Right-of-Way
of Mulford Street and Park Land in James Park**

WHEREAS, MediaOne ("Licensee") is the franchised cable operator for the City of Evanston and is legally licensed to operate and locate facilities for the purpose of distributing communication signals to customers; and

WHEREAS, Licensee is required to upgrade the existing cable network; and

WHEREAS, the proposed facility in James Park is a mandatory component of satisfying the franchise agreement; and

WHEREAS, the facility will be located in James Park on property described as follows:

THAT PART OF THE MULFORD STREET RIGHT OF WAY (HERETOFORE DEDICATED PER DOCUMENT NUMBER 22285598) TOGETHER WITH THAT PART OF A TRACT OF LAND LYING NORTH OF THE NORTH LINE OF THE C.N.S & M RAILWAY RIGHT OF WAY AND WEST OF AND ADJACENT TO THE WEST LINE OF THE EAST ½ OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (SAID LINE ALSO BEING THE WEST LINE OF SAID MULFORD STREET RIGHT OF WAY), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THAT POINT OF INTERSECTION OF THE WEST LINE OF THE EAST ½ OF THE NORTHWEST 1/4 OF SECTION 25 AND THE NORTH LINE OF SAID RAILWAY RIGHT OF WAY, (SAID INTERSECTION ALSO BEING THE SOUTHWEST CORNER OF SAID MULFORD STREET RIGHT OF WAY); THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST,

ALONG SAID SOUTH LINE OF MULFORD STREET, 16.29 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 19 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 06 MINUTES 19 SECONDS WEST, ALONG THE WEST FACE OF AN EXISTING CONCRETE WALK, 28.00 FEET TO A POINT ON THE EXISTING BACK OF CURB; THENCE SOUTH 81 DEGREES 29 MINUTES 22 SECONDS WEST, ALONG SAID EXISTING BACK OF CURB AND ITS WESTERLY EXTENSION THEREOF, 60.14 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 34 SECONDS EAST, 19.15 FEET TO A POINT 5.0 FEET NORTH OF THE NORTH LINE OF SAID C.N.S & M RAILWAY RIGHT OF WAY; THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST, ALONG A LINE 5.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID RAILWAY RIGHT OF WAY, 60.00 FEET TO THE POINT OF BEGINNING, ALL 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 granting of a license to allow the aforesaid building and 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 MediaOne, as Licensee, providing for construction of a building and placement of a fence on the public right-of-way of Mulford Street and Park Land in James Park, 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.

Lorraine H. Norton
Mayor

ATTEST:

Mary P. Morris
City Clerk

Adopted: March 22, 1999

EXHIBIT 1

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 MediaOne ("Licensee"), a license to allow a building and fence in the public right-of-way of Mulford Street and James Park, Evanston. Said building and fence will be 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 the construction of a building and fence on the public right-of-way at Mulford Street and James Park, described as follows:

See Exhibit A

2. That Licensee agrees to obtain any applicable permits required by the Evanston City Code, to construct, install and maintain said building and fence.

3. That, 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 damage 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 lighting unit by Licensee on the public right-of-way located in the area designated on Exhibit A. The Licensee shall, at its 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.

4. That, 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 as 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.

5. That this License is not assignable or otherwise transferable by Licensee.

The CITY OF EVANSTON expressly reserves the right to revoke this License 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 lighting unit and promptly restore to its original condition, in compliance with applicable regulations, any city-owned area exposed by removal of the lighting unit.

IN WITNESS WHEREOF, this License is executed this _____ day of _____,

1999.

By: _____
Bill Connors, General Manager
Chicago Northern Division, MediaOne

By: _____
Roger Crum, City Manager
City of Evanston

Attest: _____
Mary Morris, City Clerk

