

14-R-99

A Resolution

**Authorizing the City Manager to Enter
Into a Twenty-Year Easement Agreement with the
Infant Welfare Society of Evanston, Inc.**

WHEREAS, the City owns and has title to certain real estate located in the City of Evanston, Cook County, Illinois, which includes a portion of the right of way on the north side of Main Street in the 2200 Block; and

WHEREAS, the Infant Welfare Society of Evanston, Inc. ("Infant Welfare Society") is a child care institution at 2200 Main Street in Evanston; and

WHEREAS, Ordinance 19-0-99 granted certain zoning relief to the Infant Welfare Society; and

WHEREAS, one of the conditions of Ordinance 19-0-99 requires the Infant Welfare Society to enter into an agreement with the City for the use of a certain portion of the City's right of way on the north side of the 2200 Block of Main Street to provide a portion of the parking aisle and module serving the premises of the Infant Welfare Society at 2200 Main Street; and

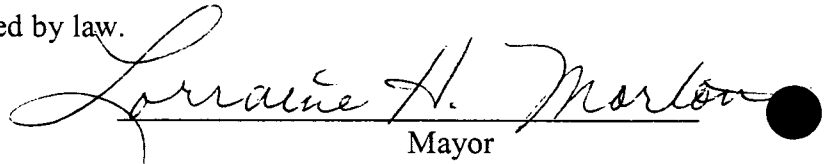
WHEREAS, the City Council finds and determines that the best interests of the City and its residents will be served by the granting of a twenty-year easement to the Infant Welfare Society for the aforescribed purpose,

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 to attest on behalf of the City of Evanston, a twenty-year easement, in substantial conformance with that in Exhibit 1, attached hereto and made a part hereof, by and between the City as Grantor and Infant Welfare Society as Grantee, for purposes of providing on the public-right of way a portion of the parking aisle and module serving Grantee's premises at 2200 Main Street, Evanston, Illinois.

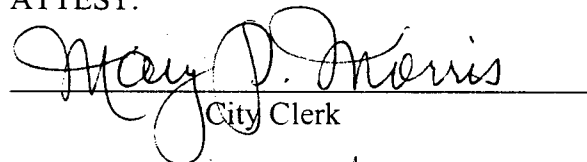
SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions as may be determined to be in the best interests of the City.

SECTION 3 That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.



Mayor

ATTEST:



City Clerk

Adopted: March 22, 1999

TWENTY-YEAR EASEMENT AGREEMENT

The CITY OF EVANSTON, 2100 Ridge Avenue, Evanston, Illinois, ("Grantor") an Illinois Municipal Corporation, its successors and assigns does hereby grant to Infant Welfare Society of Evanston, Inc. ("Grantee") their successors and assigns, an easement upon and across the hereinafter-described property for the purpose of using a certain portion of the public right of way at 2200 Main Street as a portion of the parking aisle and module serving Grantee's premises at 2200 Main Street. The property subject to easement ("easement property") is legally described as follows and is further delineated on the City of Evanston Department of Engineering drawing dated February 16, 1999, marked as Exhibit A attached hereto and incorporated herein by reference:

THAT PART OF MAIN STREET RIGHT OF WAY ADJOINING LOTS 1 AND 2 (EXCEPT THE WEST 5.0 FEET THEREOF) DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 10.0 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 9.25 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 1 TO A POINT WHICH IS 9.25 FEET NORTH OF THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH 9.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 (EXCEPT THE WEST 5.0 FEET THEREOF); THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 165.97' TO THE POINT OF BEGINNING, ALL IN BLOCK 2 IN TRAVER'S SUBDIVISION OF THE NORTH HALF OF THE MIDDLE THIRD OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This grant of easement is made by Grantor and accepted by Grantee under the following terms and conditions:

2200 Main Street Easement

1. Said easement is granted pursuant Resolution 14-R-99 to provide a means for Grantee to meet part of the parking aisle and module width requirements of the Zoning Ordinance for a Child Day Care Center in an R2 Residential District.

2. That said easement shall be for the purpose of providing Grantee with the use of approximately nine (9) feet of a portion of the public right of way at 2200 Main Street for use as a portion of the parking aisle and module serving Grantee's premises immediately north of Grantee's lot line and south of the grass and concrete island in the right of way.

3. Said easement is granted for the sum of one dollar (\$1.00), hereby acknowledged to have been received from Grantee.

4. a) Said easement shall be for a term of twenty (20) years from the date of approval of Resolution 14-R-99. This easement may be extended by Grantor's City Council, upon the same terms and conditions, for a term to be determined by that body.

b) This easement shall terminate: 1) if the purpose for which it is granted shall cease to exist, 2) at Grantor's sole option, if Grantee or any of its assigns or successors in interest fails to operate the Child Day Care Center for 180 consecutive days, 3) if the zoning relief granted by Ordinance 33-O-80 and Ordinance 19-O-99 terminates. 4) if Grantee fails, upon ten (10) days' written

notice, or less, in the event of a Grantor's determination of a threat to the public health, welfare, and/or safety, to correct to Grantor's satisfaction, any violations of the terms of this easement, or 5) if Grantor's City Council determines that use of the easement property for public purposes is in the best interests of the citizens of Evanston.

5. Said easement grants to Grantee the use of the surface of the easement property. Under no circumstances does this grant give, nor is it to be construed as giving, to Grantee any air rights over the easement property or any subsurface rights.

6. That Grantee acknowledges that it has not, nor will it ever, acquire any interest in, or right to the easement property other than that described in this Agreement.

7. Grantee will provide Grantor with bodily injury and property damage insurance, including coverage for damage to City property, in the amount of \$1,000,000. Grantee shall furnish one copy of a certificate to the City's Safety/Risk Administrator, placed with an insurance company acceptable to the City, naming the City as an additional insured, during the term of the Easement and any extensions thereof, showing the aforesdescribed insurance.

8. In consideration of the grant of this Easement, Grantee hereby fully releases and discharges Grantor, its elected officials, officers, agents, and

employees, from any and all claims from injuries, including death, damages or loss, which may arise or which may be alleged to have arisen out of, or in connection with the grant of this Easement Agreement. Grantee further agrees to indemnify and hold harmless and defend Grantor, its elected officials, officers, agents and employees from any and all judgments, losses, claims, damages, costs, including attorneys' fees, and claims resulting from injuries, including death, damages and losses, including, but not limited to the general public, which may arise or may be alleged to have arisen out of, or in connection with the grant of this Easement Agreement.

9. That Grantee shall use and keep the easement property in accordance with all applicable legislation.

10. That Grantee shall keep the easement property free of snow and ice, and free of trash and garbage regardless of their source.

11. Any repair, replacement, repaving, resurfacing, striping or restriping removing, or any other actions necessary to, or required for, the safe or lawful use, operation, and/or maintenance of the easement property beyond those specific acts required of Grantee in paragraph 10 hereof, with respect to the easement property, shall be done by the City with all costs and expenses in connection therewith borne by Grantee. Grantee will pay said costs and

2200 Main Street Easement

expenses in their entirety within sixty (60) days from the date of the City invoice therefor.

12. That the terms and conditions of this grant of easement may be modified from time to time upon the written consent of the Grantor and Grantee, in a document of equal formality.

13. That this grant shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties hereto.

IN WITNESS THEREOF, Grantor and Grantee have caused this instrument to be executed by their proper officers thereunto duly authorized, as of the day and year hereinafter written.

DATED THIS ____ day of _____, 1999

CITY OF EVANSTON, a Municipal Corporation

INFANT WELFARE SOCIETY OF EVANSTON, INC.

BY: _____
Roger Crum, City Manager

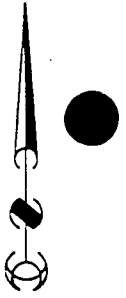
BY: _____

ATTEST:

WITNESS:

Mary Morris, City Clerk

EXHIBIT "A"
PLAT OF EASEMENT



SCALE: 1" = 30'

THAT PART OF MAIN STREET RIGHT OF WAY ADJOINING LOTS 1 AND 2 (EXCEPT THE WEST 5.0 FEET THEREOF) DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 10.0 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 9.25 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 1 TO A POINT WHICH IS 9.25 FEET NORTH OF THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH 9.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 (EXCEPT THE WEST 5.0 FEET THEREOF); THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 165.97' TO THE POINT OF BEGINNING, ALL IN BLOCK 2 IN TRAVER'S SUBDIVISION OF THE NORTH HALF OF THE MIDDLE THIRD OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MAIN STREET

