

12/10/99

96-R-99
A RESOLUTION

Authorizing the City Manager to Sign a License Agreement
Allowing a Fence to be Retained on the Right-of-Way at 930 Maple Avenue

WHEREAS, Ms. Renee Moses (930 Maple Avenue) has requested permission to replace a fence; and

WHEREAS, the fence has been determined to encroach into the alley right-of-way of the subject property for a distance of 1.25 feet; and

WHEREAS, the portion of the alley occupied by the fence is not surfaced, nor used as part of the traveled way of the alley; and

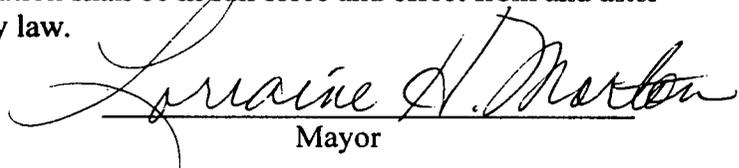
WHEREAS, a permit for a fence on the right-of-way may not be issued without approval by City Council; and

WHEREAS, the City Council of the City of Evanston finds that it is the best interests of the City to grant a license agreement to allow a fence on the alley right-of-way adjacent to the subject property,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

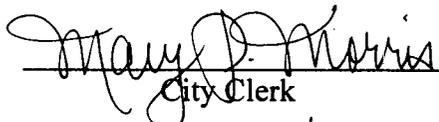
SECTION 1: That the City Manager is hereby authorized and directed to sign a license agreement in substantial agreement with Exhibit A (attached) which will allow a fence to be in the unused portion of the alley right-of-way at 930 maple Avenue (an area 1.25 feet wide by 110 feet long).

SECTION 2: That this resolution shall be in full force and effect from and after its passage in the manner provided by law.



Mayor

ATTEST:



City Clerk

Adopted: December 13, 1999

12/10/99

EXHIBIT A
REVOCABLE LICENSE AGREEMENT

The City of Evanston, an Illinois municipal corporation, ("City"), does hereby grant to Ms. Renee Moses ("Licensee"), a license to retain a fence in the public right-of-way in the alley behind 930 Maple Avenue in the City of Evanston. Said fence has been determined to be located 1.25 feet west of and parallel to the west border of the property.

The license is made by the City and accepted by the Licensee upon these terms and conditions, and Licensee agrees that should the Licensee violate any of the terms and conditions 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 Licensee to repair or replace and maintain a fence on the right-of-way.
2. That the area enclosed by the fence totals approximately 140 square feet, defined as the area beginning at the northwest corner of the property and extending west 1.25 feet and then extending south 110 feet parallel to the west property line and then extending east 1.25 feet.
3. That Licensee agrees to obtain any applicable permits required by the Evanston City Code to construct and maintain such fence.
4. 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 any liability for injuries to persons, deaths, or losses or damage to property resulting from giving this License or arising out of or caused by the construction, installation, maintenance, presence, or removal of the fence covered by this agreement. 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.
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 days' written notice if it is determined in the best interest of the City to do so. In such event, the Licensee shall have no recourse against the City, and, if directed by the City, Licensee shall promptly remove the fence in compliance with applicable regulations.

IN WITNESS THEREOF, this license is executed this _____ day of _____, 1999.

BY: _____
Renee Moses
930 Maple Avenue
Evanston, Illinois

BY: _____
Roger D. Crum
City Manager

ATTEST: _____
City Clerk

