

9/18/00

78-R-00

**A RESOLUTION**

**Authorizing the City Manager to Enter into  
An Easement Agreement with Commonwealth Edison  
For an Easement to Install Electrical Facilities  
At Jennifer Morris Park**

WHEREAS, Commonwealth Edison (Grantee) intends to install electrical facilities to provide power services to the community; and

WHEREAS, the easement is located in the southern part of Jennifer Morris Park between Washington Street and Madison Street east of Custer Avenue as shown on Exhibit 'A'; and

WHEREAS, the easement is a rectangular section approximately 23.1'X10' as shown on Exhibit 'A'; and

WHEREAS, the Electrical Facilities will be located so as to encroach on the City's (Grantor's) public right-of-way to a maximum of ten feet along Custer Avenue, approximately twenty three feet along Washington Street as shown on Exhibit 'A'; and

WHEREAS, Grantor and Grantee are desirous of entering into an easement agreement providing for the aforescribed encroachment of the Electrical Facilities on the public right-of-way,

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, an Easement Agreement by and between the City of Evanston and Commonwealth Edison.

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

**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 provided by law.

Adopted: September 25, 2000

Lorraine H. Morton  
Mayor

ATTEST:

Mary J. Morris  
City Clerk

**Exhibit 1 to 78-R-00**

**Electrical Facility Encroachment on the Public Way**  
**Ninety-Nine Year Easement**

This Easement Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the City of Evanston, Cook County, Illinois an Illinois municipal corporation (hereinafter, "Grantor") and Commonwealth Edison Company, an Illinois corporation, (hereinafter "Grantee"):

WHEREAS, Grantee intends to install electrical facilities to provide power services to the community; and

WHEREAS, the easement is located in the southern part of Jennifer Morris Park located between Washington Street and Madison Street east of Custer Avenue as shown on Exhibit 'A'; and

WHEREAS, the easement is a rectangular section approximately 23.1' X 10' as shown on Exhibit 'A'; and

WHEREAS, the Electrical Facilities will be located so as to encroach on Grantor's public right-of-way to a maximum of ten feet along Custer Avenue, approximately twenty three feet along Washington Street as shown on Exhibit "A"; and

WHEREAS, Grantor and Grantee are desirous of entering into an easement agreement providing for the afore-described encroachment of the Electrical Facilities on the public right-of-way,

NOW, THEREFORE, in consideration of the foregoing recitals, the various covenants herein, and the sum of \$1.00 and other good and valuable consideration, receipt of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. Grantor hereby grants and conveys to Grantee, its successors, grantees, agents, and assigns, an easement on the real estate in question to install, maintain, operate, replace and remove the aforescribed electrical facilities particularly described and located on the plat of survey dated August 22, 2000, prepared by Russell Waid Dillon, Surveying Services for ComED, attached hereto as Exhibit 'A' and the legal description as Exhibit "B" and Exhibit "C" made a part hereof.

2. The easement is granted on property owned by Grantor, on the real estate legally described on the attached Exhibit "A".
3. 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.
4. The grant of easement gives Grantee sub surface and above-surface rights. Grantee may carry out such surface, above-surface, and subsurface work as may be necessary to effectuate the purpose of this easement.
5. Grantee will obtain all required permits at its own expense.
6. Grantee may occupy the public right-of-way to effectuate the purpose of this easement, provided that Grantee will schedule all work related to the Electrical Facilities in such a manner at such times as to cause minimum disruption to the flow of traffic. Grantee shall not obstruct the public right-of-way without first having notified the City's Engineering Division as to the date and time during which said obstruction will exist and without first having obtained the City Engineer's consent to said closing, which consent shall not be unreasonably withheld.
7. Grantee will promptly, after Electrical Facility installation is completed, restore the surface to its pre-placement condition, including any repaving which may be associated therewith. All such restoration is to be done at Grantee's sole expense and in compliance with all applicable legislation.
8. This easement is for a term of ninety-nine (99) years, unless terminated, renewed, or modified by the parties. At the termination of this easement, Grantee shall, at the City's option, be required to remove the encroachments at its own expense and restore the easement property and surface.
9. This Easement shall not be assigned without the express written consent of the Grantor authorized by its City Council.
10. Grantee, its successors, grantees, agents and assigns, by acceptance of this Easement, shall indemnify and save harmless the Grantor against any and all loss, damage, claims, injuries, deaths and cost or expenses caused by, arising out of, or alleged to arise out of this Easement, including but not limited to attorney's fees. Grantee agrees to name the City as an additional insured on applicable insurance policies.
11. The making, execution, and delivery of this Easement by Grantor have been induced by no representations, statements, warranties, or agreements

other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, their officers, agents, representatives, and employees, relating to the subject matter hereof. This easement may be amended or modified only by an instrument of equal formality, signed by the duly authorized officers of the respective parties.

12. Grantee shall record this easement at its own expense within 60 days of passage of Resolution 78-R-00 by the City Council. Grantee shall, promptly after recordation, provide a copy of same to Grantor's City Engineer.
13. Any notices required or given hereunder shall be in writing and shall be delivered via return receipt mail, addressed to the parties as follows, unless otherwise indicated in the future.

If to Grantor:           City Engineer  
                                  Evanston Civic Center  
                                  2100 Ridge Avenue  
                                  Evanston, IL 60201

with a copy to:       Law Department  
                                  Evanston Civic Center  
                                  2100 Ridge Avenue  
                                  Evanston, IL 60201

If to Grantee:

Notice shall be deemed effective upon receipt.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement at Evanston, Illinois, on the date first above written.

Accepted by:

COMMONWEALTH EDISON

CITY OF EVANSTON,  
COOK COUNTY, ILLINOIS

By: \_\_\_\_\_

By: \_\_\_\_\_

Typed Name: Roger D. Crum  
Title: City Manager