

14-R-02

A RESOLUTION

**Authorizing the City Manager to Enter into a
License Agreement with Optima Inc.
For Use of the Overhang Area of the Maple Avenue
Garage for Storage of Construction Trailers**

WHEREAS, Licensee is the owner of the property at 1720 Maple Avenue, Evanston (hereinafter referred to as "the Property"), and intends to build a Multi-Family Condominium on the property; and

WHEREAS, the Property is contiguous to the Maple Avenue Self Park at 1818 Maple Avenue, owned by the City (hereinafter referred to as "the Garage"), and

WHEREAS, it is necessary and convenient for Licensee and their subcontractors to use the overhand area at the rear of the Garage for the temporary placement of construction trailers during construction; and

WHEREAS, the City as grantor and Optima, Inc. as grantee, are desirous of entering into a License Agreement permitting the use of City property for temporary placement of not more than 8 construction office trailers during the construction on the Property,

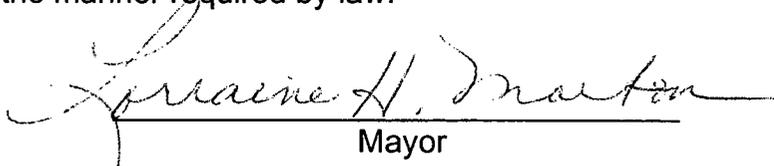
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized and directed to sign, 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 Optima, Inc., as

Licensee, providing for the use of the overhang area of the Maple Avenue Garage for the storage of construction trailers during the construction of a multi-family condominium at 1720 Maple Avenue.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement 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 the date of its passage and approval in the manner required by law.



Mayor

ATTEST:



City Clerk

Adopted: February 25, 2002

LICENSE AGREEMENT

LICENSE AGREEMENT made and entered into this 25 day of February 26, 2002, by and between the CITY OF EVANSTON, an Illinois municipal corporation (hereinafter referred to as "City") and OPTIMA, INC. (hereinafter referred to as "Licensee").

WHEREAS, Licensee, is the owner of the property at 1720 Maple Avenue, Evanston (hereinafter referred to as "the Property"), and intends to build a Multi-Family Condominium on the property; and

WHEREAS, the Property is contiguous to the Maple Avenue Self Park at 1818 Maple Avenue, owned by the City (hereinafter referred to as "the Garage"), and

WHEREAS, it is necessary and convenient for Licensee and their subcontractors to use the overhang area at the rear of the Garage for the temporary placement of construction trailers during construction; and

WHEREAS, the City as grantor and Optima, Inc. as grantee, are desirous of entering into a License Agreement permitting the use of City property for temporary placement of not more than 8 construction office trailers during the construction on the Property,

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived from the joint understanding by the parties to this Agreement, and in conformity with all applicable laws, the parties agree as follows:

1. That the City does grant to Licensee a license for the sole purpose of allowing the use of City property for temporary placement of

eight construction trailers during construction of the Property. No flammable or hazardous materials shall be stored on City property.

2. That the term of this License Agreement shall be from February 26, 2002 to September 30, 2003. If the work is not completed during this time period, Licensee must request an extension of the Agreement no later than three (3) weeks before September 30, 2003. Any request for extension of the Agreement is subject to the approval of the City Council.
3. The Licensee agrees to pay to the City the sum of \$1,000 per month for each month of this license.
4. That Licensee may use that portion of the Garage as set forth on Exhibit A attached hereto and incorporated herein.
5. That, as a material consideration to the City for entering into this License Agreement and without which the City would not enter into same, Licensee agrees to Indemnify and save harmless the City, its successors and assigns, from any and all loss, damage, claim, demand, fine, lawsuit and/or liability, and any and all costs, expenses and legal fees in connection therewith by reason of injuries to or death of persons and/or loss of or damage to property and/or violation of any law, ordinance or regulation arising or growing out of or connected with this Agreement, and/or any act or omission of (i) the Licensee, their employees or agents, and/or (ii) any other person performing any work or service for or on behalf of the Licensee on or about said premises or arising out of their presence on said premises.
6. Prior to the signing of this License, Licensee will add the City of Evanston as a named insured on the policies of insurance for construction on subject property. The amount of said insurance shall be satisfactory to the City.
7. That prior to expiration of the Agreement, Licensee must restore the site to its pre-existing condition. The City's decision as to whether the site has been so restored is final.
8. That Licensee agree that should they at any time violate any of the terms and conditions of this Agreement, or use or attempt to use said overhang area for any other or different purpose than that specified herein, then the City may, at its option, immediately revoke this License.

- 9. That this License is not assignable or otherwise transferable by Licensee without the consent of the City.
- 10. That the City expressly reserves the right to revoke this License in whole or in part upon thirty (30) 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, shall restore the area to its pre-existing condition.

IN WITNESS WHEREOF, this License Agreement is executed this 26th day of February, 2002.


 CITY OF EVANSTON
 By: Roger D. Crum
 Title: City Manager


 OPTIMA, INC.
 By: Matthew J. Cison
 Title: Project Mgr.

