

61-R-02

A RESOLUTION

**Authorizing the City Manager to Sign the
Addendum to Mini-Anchor Parcel
Easement Agreement**

WHEREAS, the City of Evanston ("City") and Church Street Plaza, LLC (CSP) entered into that certain Mini-Anchor Parcel Easement Agreement dated October 12, 2000 (the "Agreement") recorded as document number 00847577 in the land records of Cook County, Illinois; and

WHEREAS, under the Agreement the City granted CSP and its successors and assigns (the "Mini-Anchor Parcel Owner") as an appurtenance of the Mini-Anchor Parcel perpetual easements on or with respect to the City Property (as those terms are defined in the Agreement) including, but not limited to exclusive easements (a) for the construction, installation, use, inspection, maintenance, repair, replacement and operation of the Mini-Anchor Improvements in the Air Space Parcel (as those terms are defined in the Agreement) located above the City Property, (b) for construction, installation, use, inspection, maintenance, repair and replacement of footings, foundations and columns supporting the Mini-Anchor Improvements constructed within the Air Space Parcel, and (c) for entry upon, above and below and for ingress and egress through the City Property with men, materials, and equipment to the extent reasonably necessary in the performance of the construction, installation, maintenance, inspection, testing, repair, and replacement of the Mini-Anchor Improvements within the Air Space Parcel; and

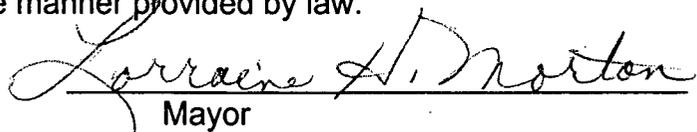
WHEREAS, CSP, as the Mini-Anchor Parcel Owner, has fully satisfied the conditions and requirements set forth in Paragraph 10 of the Agreement, and the City desires to acknowledgement receipt of the Air Space Payment (as that term is defined in the Agreement), and the Parties desire to memorialize the configuration of the footprint of the Air Space Parcel, which is subject to future re-configuration pursuant to the terms of the Agreement.

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, the Addendum to the Mini-Anchor Parcel Easement Agreement between the City and Church Street Plaza, LLC. Such Agreement shall be in substantial conformity with the Agreement marked as Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the leases 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: August 12, 2002

Prepared by and
after recording return to:

Mark L. Yates
The Law Offices of Mark L. Yates
900 Clark Street
Evanston, IL 60201

**ADDENDUM TO MINI-ANCHOR PARCEL
EASEMENT AGREEMENT**

THIS ADDENDUM TO MINI-ANCHOR PARCEL EASEMENT AGREEMENT ("Addendum") is made and entered into this 13~~th~~ day of August, 2002, by and between **THE CITY OF EVANSTON, ILLINOIS**, a home rule unit of local government located in Cook County, Illinois (the "City") and **CHURCH STREET PLAZA, LLC**, an Illinois limited liability company ("CSP") (the City and CSP and their respective successors and assigns are hereinafter sometimes referred to individually as "Party" or collectively as the "Parties").

RECITALS:

WHEREAS, the City and CSP entered into that certain Mini-Anchor Parcel Easement Agreement dated October 12, 2000 (the "Agreement") recorded as document number 00847577 in the land records of Cook County, Illinois; and,

WHEREAS, under the Agreement the City granted CSP and its successors and assigns (the "Mini-Anchor Parcel Owner") as an appurtenance of the Mini-Anchor Parcel perpetual easements on or with respect to the City Property (as those terms are defined in the Agreement) including, but not limited to exclusive easements (a) for the construction, installation, use, inspection, maintenance, repair, replacement and operation of the Mini-Anchor Improvements in the Air Space Parcel (as those terms are defined in the Agreement) located above the City Property, (b) for construction, installation, use, inspection, maintenance, repair and replacement of footings, foundations and columns supporting the Mini-Anchor Improvements constructed within the Air Space Parcel, and (c) for entry upon, above and below and for ingress and egress through the City Property with men, materials and equipment to the extent reasonably necessary in the performance of the construction, installation, maintenance, inspection, testing, repair, and replacement of the Mini-Anchor Improvements within the Air Space Parcel; and,

WHEREAS, CSP, as the Mini-Anchor Parcel Owner, has fully satisfied the conditions and requirements set forth in Paragraph 10 of the Agreement, and the City desires to acknowledge receipt of the Air Space Payment (as that term is defined in the Agreement), and the Parties desire to memorialize the configuration of the footprint of the Air Space Parcel, which is subject to future re-configuration pursuant to the terms of the Agreement.

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

1. All of the defined terms used in this Addendum, which are not otherwise defined herein shall have the meanings attributed to them in the Agreement.
2. The Recitals are incorporated herein by reference and shall have the same force and effect as they would have were they restated herein and set forth in full.
3. The footprint of Air Space Parcel shall have the configuration shown on Exhibit A attached hereto and made a part hereof by reference. The gross square footage of the footprint is 4,025 square feet, and pursuant to the terms of Paragraph 10 of the Agreement the Air Space Payment equals the sum of Forty Thousand Two Hundred and Fifty Dollars (\$40,250.00), which amount shall not be affected by the actual or proposed height of the Air Space Parcel.
4. The City acknowledges receipt of payment in full of the Air Space Payment in the amount of Forty Thousand Two Hundred and Fifty Dollars (\$40,250.00). The City acknowledges that no further payment shall be due from the Mini-Anchor Parcel Owner to the City in the event the Mini-Anchor Parcel Owner elects in the future to reconfigure the Air Space Parcel unless the footprint of the Air Space Parcel is enlarged by virtue of such reconfiguration. The City shall memorialize any future reconfiguration of the Air Space Parcel in a writing in recordable form at no cost to the Mini-Anchor Parcel Owner, and such writing shall be in form reasonable acceptable to the Mini-Anchor Parcel Owner.
5. The Parties do hereby reaffirm all of the terms and conditions of the Agreement as supplemented hereby and confirm that the references to CSP in Paragraph 10 of the Agreement refer to the Mini-Anchor Owner.
6. This Addendum may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same document.

LEGAL DESCRIPTION

Lot 1 in Church Maple Second Resubdivision, being a resubdivision of Lot 1 in Church Maple First Resubdivision and Lot 3 in Church Maple Resubdivision, all in the Northwest 1/4 of Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded June 22, 2001 as document number 0010548879, all in Cook County, Illinois.

PINs: 1118-117-003-0000
1118-117-007-0000

Address: 1700 Maple Avenue
Evanston, Illinois 60201