

**6-R-04
A RESOLUTION**

**Authorizing the City Manager to Sign a License Agreement
Allowing a Fence to be Placed in the Alley Right-of-Way at 1211 Dobson Street**

WHEREAS, Ms. Linda Rubinowitz, owner of the property at 1211 Dobson Street, has requested permission to place a fence in the alley right-of-way; and

WHEREAS, the fence will encroach into the alley right-of-way for a distance of 9 feet; and

WHEREAS, the portion of the alley proposed to be 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, City Council has previously issued a permit for a fence on the right-of-way at 1215 Dobson Street, which is adjacent to the subject property; and

WHEREAS, the City Council of the City of Evanston finds that it in is the best interest 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, and the City Clerk is hereby authorized and directed to attest on behalf of the City, a License Agreement attached as Exhibit A and made a part hereof, which will allow a fence to be in the unopened alley right-of-way at 1211 Dobson Street (an area 9 feet wide by 50 feet long).

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 its passage in the manner provided by law.

Adopted: February 23, 2004

Lorraine A. Merton
Mayor

ATTEST:

Mary J. Morris
City Clerk

EXHIBIT A
REVOCABLE LICENSE AGREEMENT

The City of Evanston, an Illinois municipal corporation, ("City"), does hereby grant to Ms. Linda Rubinowitz ("Licensee"), a license to place a fence in the public right-of-way in the alley behind 1211 Dobson Street in the City of Evanston. Said fence will be located 9 feet north of and parallel to the north 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 place and maintain a fence on the right-of-way.
2. That the area enclosed by the fence totals approximately 450 square feet, defined as the area beginning at the northwest corner of the property and extending north 9 feet and then extending east 50 feet parallel to the north property line and then extending south 9 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.

