

5/8/2008

42-R-08

A RESOLUTION

**Authorizing the City Manager to Enter into an
Easement Agreement with Northern Illinois Gas Company for an
Easement to Install Natural Gas Regulating and Monitoring
Facilities at Fireman's Park**

WHEREAS, Northern Illinois Gas Company (hereinafter, "Grantee") intends to install Natural Gas Regulating and Monitoring Facilities (hereinafter, "Facilities") at Fireman's Park; and

WHEREAS, the easement for said Facilities is located at the southwest corner of Maple Avenue and Simpson Street as shown in the Easement Agreement attached hereto as Exhibit A and made apart hereof; and

WHEREAS, the Facilities will be located so as to encroach on the City of Evanston's (hereinafter, "Grantor") property known as Fireman's Park as shown in Exhibit A; and

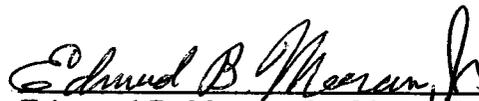
WHEREAS, Grantor and Grantee are desirous of entering into an Easement Agreement providing for the aforescribed encroachment of the Facilities on the public right-of-way,

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

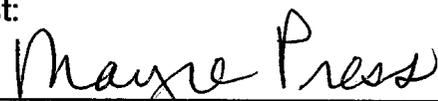
SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City, an Easement Agreement, as shown in Exhibit A, by and between the City of Evanston and Northern Illinois Gas Company, for the term of ninety-nine (99) years and the sum of Ten and 00/100 Dollars (\$10.00), providing for the encroachment on the City of Evanston's property known as Fireman's Park.

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 42-R-08 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.


Edmund B. Moran, Jr., Mayor Pro Tem

Attest:


Mayre Press, Deputy City Clerk

Adopted: May 27, 2008

EXHIBIT A

**Easement Agreement by and between the City of Evanston and
Northern Illinois Gas Company**

Sec 13	T45N	R08E Third PM
Evanston Township		Cook County
Central File #		
WO		Pcl: Vault

**GRANT OF EASEMENT TO
NICOR GAS**

That CITY OF EVANSTON, ILLINOIS, its, successors, assigns, heirs, beneficiaries, administrators and executors (hereinafter individually and/or collectively referred to as "Grantor"), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations, in hand paid by NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS COMPANY (hereinafter "Grantee"), the sufficiency thereof and receipt of which is hereby acknowledged, does hereby give and grant unto said Grantee, its successors and assigns, an easement for a term of ninety-nine (99) years, unless terminated, renewed, or modified by the parties, for the purpose of laying, owning, maintaining, operating, renewing, enlarging, constructing, installing, repairing, relocating, inspecting, altering and removing natural gas regulating and monitoring facilities (hereinafter "Facilities"), together with reasonable right of access thereto for said purposes in, upon, under, along and across that part of Grantor's property (hereinafter "Grantor's Property") that is more particularly described as follows (hereinafter "Easement Premises"):

Easement Premises: All that part of West Half of Northwest Quarter of Section 18, Township 41 North, Range 18 East of the Third Principal Meridian, Evanston Township, Cook County, Illinois, that is bounded and described as follows: Beginning at the intersection of West Right-of-way line of Maple Avenue and South Right-of-Way line of Simpson Street; thence Southerly along the West Right-of-Way line of Maple Avenue a distance of 110 Feet; thence Westerly at a right angle a distance of 5 feet; thence Northerly parallel with the West Right-of-Way line of Maple Avenue a distance of 40 feet; thence Westerly at a right angle a distance of 10 feet; thence Northerly parallel with the West Right-of-Way line of Maple Avenue a distance of 55 feet; thence Easterly at a right angle a distance of 10 feet; thence Northerly parallel with the West Right-of-Way line of Maple Avenue a distance of 15 feet to the South Right-of-Way line of Simpson Street; thence Easterly along the South Right-of-Way line of Simpson Street a distance of 5 feet to the point of beginning.

As used herein, the term "Facilities" means pipes, mains, services, regulators, valves, vaults, and other equipment related to the transportation and delivery of natural gas, and such devises as are needed to measure, monitor, identify and/or protect such Facilities.

Grantor reserves the right to use the Easement Premises in any manner not inconsistent with the rights granted herein, including planting grass and shallow rooted shrubs, but excluding trees.

~~The~~ Grantee, its successors, grantees, agents, and assigns shall indemnify and hold harmless the ~~Grantor~~ from any and all judgments, loss, damage, claims, injuries, deaths and costs or expenses, ~~including~~ but not limited to attorneys' fees, which the Grantor may legally suffer or incur, or which ~~may be~~ legally obtained against the Grantor, pursuant to the terms of this easement or legally ~~resulting~~ from the exercise by the Grantee of any privileges herein granted. The Grantee hereby ~~designates~~ the following contact person for all matters arising out of the Easement Agreement ~~relating~~ to insurance, insurance claims, or indemnities: Manager, Internal Controls and Insurance, ~~Phone~~ 630-388-2777. Grantee agrees to notify the City in writing within ten (10) days of any change ~~in this~~ information.

~~Grantee~~ shall restore all that portion of Grantor's property damaged and/or disturbed by Grantee, ~~if~~ ~~any~~, during the original installation of Grantee's facilities on the Easement Premises and during ~~any~~ subsequent, maintenance, repair, replacement or removal of Grantee's facilities on the ~~Easement~~ Premises to a condition as good as, or better than, that which existed immediately prior to ~~Grantee~~ entering Grantor's property for such purposes. Regarding such restoration, Grantor ~~acknowledges~~ that property restoration is dependent upon weather; therefore, weather permitting ~~Grantee~~ agrees that it shall perform all such restoration in a timely manner. If restoration is not ~~completed~~ in a timely manner by Grantee a penalty of \$100.00 per day will be assessed.

By ~~recording~~ this Grant of Easement, Grantee acknowledges its acceptance hereof and its ~~obligations~~ hereunder and agrees to be bound by the terms hereof.

~~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.

~~Any~~ notices required or given hereunder shall be in writing and shall be delivered via U. S. Mail, ~~return~~ receipt mail, via overnight delivery, or via hand delivery addressed to the parties as follows, ~~unless~~ otherwise indicated in writing in the future.

~~In the~~ event of any litigation between the parties, Illinois law, including but not limited to, its conflicts ~~of laws~~ provisions, shall apply and venue shall be within the boundaries of Cook County, Illinois.

If to Grantor:	Director of Public Works Evanston Civic Center 2100 Ridge Avenue Evanston, Illinois 60201	with a copy to:	Law Department Evanston Civic Center 2100 Ridge Avenue Evanston, Illinois 60201
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If to Grantee:	Manager Real Estate Nicor Gas 1844 Ferry Road Naperville, IL 60563	with a copy to:	Law Department Nicor Gas 1844 Ferry Road Naperville, IL 60563
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~~Notice~~ shall be deemed effective upon receipt.

IN WITNESS WHEREOF, the Grantor has hereunto set his, her, its, their hands and seals this

_____ day of _____, A.D., 2008.

OWNER / TRUSTEE:

City of Evanston, Illinois

This document prepared by:

Nicor Gas
Real Estate Department
1844 Ferry Road
Naperville, Illinois 60563

Property address:

Fireman's Park SWC of Maple Avenue and
Simpson Street
Evanston, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, A.D., 200__.

Notary

My Commission Expires: