

4/7/2009  
3/17/2009

**19-R-09**

**A RESOLUTION**

**Authorizing Extension of a License to Comcast,  
Allowing Maintenance of a Building and Fence  
in the Public Right-of-Way of  
Mulford Street and Park Land in James Park**

**WHEREAS**, Comcast ("Licensee") is the franchised cable operator for the City of Evanston, and is legally licensed to operate and locate facilities within the City for the purpose of distributing communication signals to customers; and

**WHEREAS**, Licensee is required to upgrade the existing cable network; and

**WHEREAS**, the existing facility located in James Park is a mandatory component of satisfying the franchise agreement; and

**WHEREAS**, the facility located on City property in James Park is legally described as follows:

THAT PART OF THE MULFORD STREET RIGHT OF WAY (HERETOFORE DEDICATED PER DOCUMENT NUMBER 22285598) TOGETHER WITH THAT PART OF A TRACT OF LAND LYING NORTH OF THE NORTH LINE OF THE C. N. S. & M. RAILWAY RIGHT OF WAY AND WEST OF AND ADJACENT TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (SAID LINE ALSO BEING THE WEST LINE OF SAID MULFORD STREET RIGHT OF WAY), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THAT POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25 AND THE NORTH LINE OF SAID RAILWAY RIGHT OF WAY, (SAID INTERSECTION ALSO BEING THE SOUTHWEST CORNER OF SAID MULFORD STREET RIGHT OF WAY); THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST, ALONG SAID SOUTH LINE OF MULFORD STREET, 16.29 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 19 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 06 MINUTES 19 SECONDS WEST, ALONG THE WEST FACE OF AN EXISTING CONCRETE WALK, 28.00 FEET TO A POINT ON THE EXISTING BACK OF CURB; THENCE SOUTH 81 DEGREES 29 MINUTES 22 SECONDS WEST, ALONG SAID EXISTING BACK OF CURB AND ITS WESTERLY EXTENSION THEREOF, 60.14 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 34 SECONDS EAST, 19.15 FEET TO A POINT 5.0 FEET NORTH OF THE NORTH LINE OF SAID C. N. S. & M. RAILWAY RIGHT OF WAY; THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST, ALONG A LINE 5.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID RAILWAY RIGHT OF WAY, 60.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

and

**WHEREAS**, the City Council of the City of Evanston finds and determines that the best interests of the City and its residents would be served by the extension a license to allow the aforesaid building and fence.

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

**SECTION 1:** That the foregoing recitals are hereby found as fact and made a part hereof.

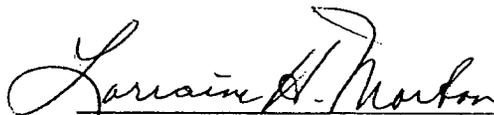
**SECTION 2:** That the Interim City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest

on behalf of the City of Evanston, a License Agreement in substantial conformity with that attached hereto as Exhibit A and made a part hereof, by and between the City, as Licensor, and Comcast, as Licensee, providing for maintenance of a building and fence on the public right-of-way of Mulford Street and park land in James Park, in Evanston, Illinois.

**SECTION 3:** That the City as Licensor, will be paid by Comcast, as Licensee, the following amounts:

1st year \$1,000.00 per month  
2nd year \$1,100.00 per month  
3rd year \$1,200.00 per month

**SECTION 4:** That this Resolution 19-R-09 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

  
\_\_\_\_\_  
Lorraine H. Morton, Mayor

Attest:  
  
\_\_\_\_\_  
Rodney Greene, City Clerk

Adopted: April 14, 2009

EXHIBIT A

**License Agreement by and between  
the City of Evanston and Comcast**

**REINSTATEMENT OF AND**  
**AMENDMENT TO LEASE**

THIS REINSTATEMENT OF AND AMENDMENT TO LEASE entered into this 15th day of April, 2009, by and between the City of Evanston, Illinois ("Landlord") and Comcast of Illinois IV, Inc. successor-in-interest to MediaOne Acquisitions of Northern Illinois, Inc. ("Tenant").

WHEREAS, Tenant is tenant and Landlord is landlord under a certain License Agreement originally between MediaOne and The City of Evanston dated March 23, 1999 respecting certain real property located at 2101 Mulford Street, Evanston, Illinois; and

WHEREAS, the Term of the Lease expired on February 28, 2009, and both parties wish to reinstate the Lease and extend the Term to February 28, 2012.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The Lease is hereby reinstated as of March 1, 2009, and the Term of the Lease is hereby extended through and including February 28, 2012.
2. The monthly rent for the renewal term will be as follows:

March 1, 2009 – February 28, 2010	\$1,000.00
March 1, 2010 – February 28, 2011	\$1,100.00
March 1, 2011 – February 28, 2012	\$1,200.00

Rent will be due on the 1<sup>st</sup> of every month.

3. All notices or demands required or permitted to be given or served pursuant to this Lease Amendment shall be deemed to have been given or served only if in writing forwarded by (a) hand delivery, (b) certified mail, postage prepaid, or (c) overnight courier, and addressed as follows:

To Landlord:      City of Evanston  
                         2100 Ridge Avenue  
                         Evanston, IL 60201  
                         Attention: City Manager

To Tenant:         Comcast of Illinois IV, Inc.  
                         1500 McConnor Parkway  
                         Schaumburg, IL. 60173  
                         Attention: Director of Facilities and Real Estate

With a copy to: Comcast Cable Communications, LLC  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, PA 19103-2838  
Attention: General Counsel

4. All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Amendment to Lease to be duly executed as of the date first written above.

City of Evanston

By: *Rolanda B. Russell*

Name: Rolanda B. Russell

Title: Interim City Manager

Comcast of Illinois IV, Inc.

By: *Frank J. Schaffeld*

Name: *FRANK J. SCHAFFELD*

Title: *DIRECTOR OF FACILITIES AND REAL ESTATE*

JUN-12-2008 09:05

CCI CHICAGO

16307162231 P.05/12

Form 145 Clk LN

**Certificate as Keeper of Records, Files and Seal**

**STATE OF ILLINOIS }  
COUNTY OF COOK } ss.**

I, **MARY P. MORRIS**, City Clerk of the City of Evanston in the County of Cook and State aforesaid, and Keeper of the Records, Files and Seal of said City, do hereby certify that attached hereto is a true and correct copy of Resolution 3-R-99, a Resolution authorizing the grant of a license to MediaOne allowing construction of a building and placement of a fence in the right-of-way of Mulford Street and park land in James Park

Post-It™ brand fax transmittal memo 7671		# of pages 8	
To	<b>SHARON DOUGLAS</b>	From	<b>MARY RUBIN</b>
CO	<b>ATTY</b>	DO.	<b>COE</b>
Dept.	<b>PUBLIC REL.</b>	Phone	<b>446-8180</b>
FAX #	<b>630 716 2480</b>	FAX #	<b>446-8201</b>

all of which appears from the records and files in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Evanston this 25th day of March 1999  
*Mary P. Morris*

JUN-12-2000 09:06

CCI CHICAGO

16307162234 P.06/12

3/17/99

3-R-99

**A RESOLUTION**

**Authorizing the Grant of a License to MediaOne  
Allowing Construction of a Building  
and Placement of a Fence in the Public Right-of-Way  
of Mulford Street and Park Land in James Park**

WHEREAS, MediaOne ("Licensee") is the franchised cable operator for the City of Evanston and is legally licensed to operate and locate facilities for the purpose of distributing communication signals to customers; and

WHEREAS, Licensee is required to upgrade the existing cable network; and

WHEREAS, the proposed facility in James Park is a mandatory component of satisfying the franchise agreement; and

WHEREAS, the facility will be located in James Park on property described as follows:

THAT PART OF THE MULFORD STREET RIGHT OF WAY (HERETOFORE DEDICATED PER DOCUMENT NUMBER 22285598) TOGETHER WITH THAT PART OF A TRACT OF LAND LYING NORTH OF THE NORTH LINE OF THE C.N.S & M RAILWAY RIGHT OF WAY AND WEST OF AND ADJACENT TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (SAID LINE ALSO BEING THE WEST LINE OF SAID MULFORD STREET RIGHT OF WAY), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THAT POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25 AND THE NORTH LINE OF SAID RAILWAY RIGHT OF WAY, (SAID INTERSECTION ALSO BEING THE SOUTHWEST CORNER OF SAID MULFORD STREET RIGHT OF WAY); THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST,

JUN-12-2008 09:06

CCI CHICAGO  
OF CHICAGO

1630716223 P.07/12

Facilities Management

3-R-98

ALONG SAID SOUTH LINE OF MULFORD STREET, 16.29 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 19 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 06 MINUTES 19 SECONDS WEST, ALONG THE WEST FACE OF AN EXISTING CONCRETE WALK, 28.00 FEET TO A POINT ON THE EXISTING BACK OF CURB; THENCE SOUTH 81 DEGREES 29 MINUTES 22 SECONDS WEST, ALONG SAID EXISTING BACK OF CURB AND ITS WESTERLY EXTENSION THEREOF, 60.14 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 34 SECONDS EAST, 19.15 FEET TO A POINT 5.0 FEET NORTH OF THE NORTH LINE OF SAID C.N.S & M RAILWAY RIGHT OF WAY; THENCE NORTH 83 DEGREES 56 MINUTES 26 SECONDS EAST, ALONG A LINE 5.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID RAILWAY RIGHT OF WAY, 60.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

and;

WHEREAS, the City Council of the City of Evanston finds and determines that the best interests of the City and its residents would be served by the granting of a license to allow the aforesaid building and fence,

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 MediaOne, as Licensee, providing for construction of a building and placement of a fence on the public right-of-way of Mulford Street and Park Land in James Park, Evanston, Illinois.

3-R-99

SECTION 2: 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.

*Ferran H. Norton*  
Mayor

ATTEST:

*Mary D. Harris*  
City Clerk

Adopted: March 22, 1999

JUN-12-2000 09:07

CCI CHICAGO

16307162234 P.09/12

**EXHIBIT 1****REVOCABLE LICENSE AGREEMENT**

The City of Evanston, an Illinois municipal corporation, ("City"), for good and valuable consideration, receipt of which is acknowledged, does hereby grant to MediaOne ("Licensee"), a license to allow a building and fence in the public right-of-way of Mulford Street and James Park, Evanston. Said building and fence will be located in the area legally described as Exhibit A attached hereto and incorporated by reference. The License is made by the City and accepted by the Licensee upon these terms and conditions, and Licensee agrees that should the Licensee at any time violate any of said terms or conditions, or use or attempt to use said property for any other or different purpose than that 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 construction of a building and fence on the public right-of-way at Mulford Street and James Park, described as follows:

**See Exhibit A**

2. That Licensee agrees to obtain any applicable permits required by the Evanston City Code, to construct, install and maintain said building and fence.

3. 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 all liability for

JUN-12-2008 09:07  
Facilities Management

CCI CHICAGO  
CITY OF CHICAGO

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injuries to persons, deaths, or losses or damage to property resulting from the giving of this License or arising out of or caused by the construction, installation, maintenance use, presence, or removal of the lighting unit by Licensee on the public right-of-way located in the area designated on Exhibit A. 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.

4. That, prior to the signing of this License, Licensee will provide the City with adequate and satisfactory insurance coverage against all risk of harm or any injury to any party through a recognized surety. Said insurance will name the City as an additional insured and will give the City thirty days' notice of cancellation. Licensee will keep said insurance in effect throughout the term of this License.

5. That this License is not assignable or otherwise transferable by Licensee.

The CITY OF EVANSTON expressly reserves the right to revoke this License upon thirty (30) days' written notice if it is determined in the best interest of the City to do so. In such event, Licensee shall have no recourse against the City, and, if directed by the City, Licensee shall promptly remove the lighting unit and promptly restore to its original condition, in compliance with applicable regulations, any city-owned area exposed by removal of the lighting unit.

JUN-12-2008 09:07

CCI CHICAGO

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IN WITNESS WHEREOF, this License is executed this 23 day of March.

1999.

By: [Signature]  
Bill Connors, General Manager  
Chicago Northern Division, MeritOne  
Shirley Reimer, Vice President, Operations

By: [Signature]  
Roger Crum, City Manager  
City of Evanston

Attest: [Signature]  
Mary Morris, City Clerk

JUN-12-2000 09:07  
Facilities Management

CCI CHICAGO  
SYNCHRONOUS

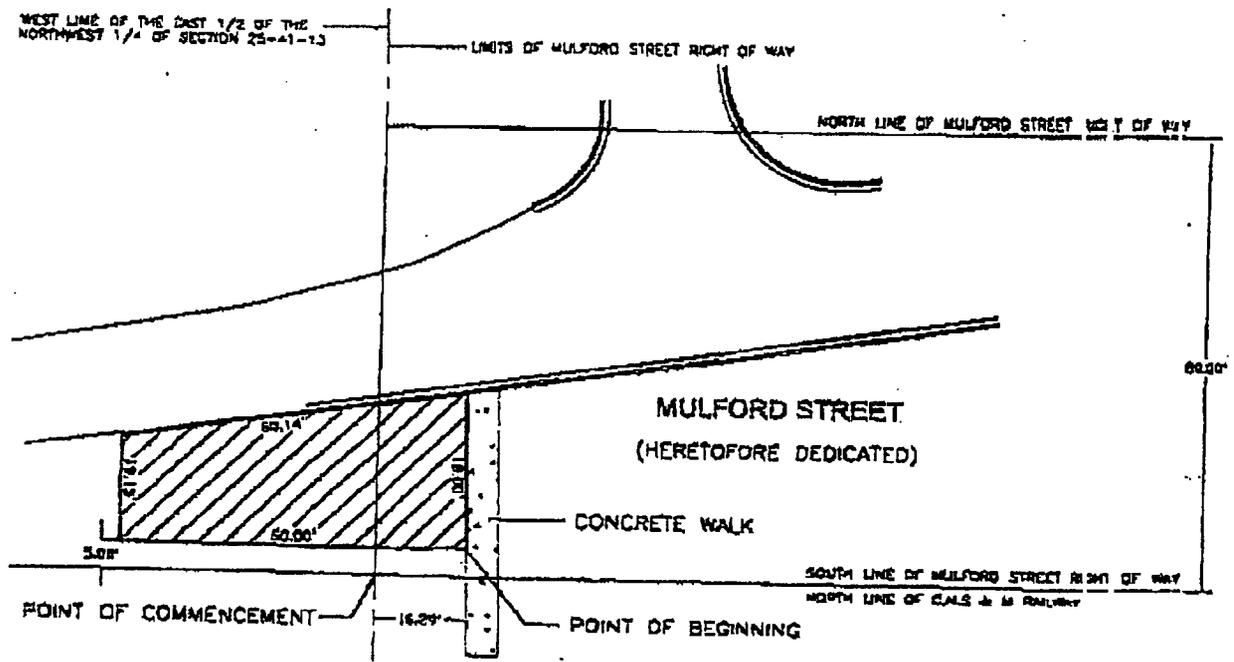
1630716223 P. 12/12

### EXHIBIT "A"

### LICENSE AGREEMENT

THAT PART OF THE MULFORD STREET RIGHT OF WAY (HERETOFORE DEDICATED PER DOCUMENT NUMBER 2528 (598), TOGETHER WITH THAT PART OF A TRACT OF LAND LYING NORTH OF THE NORTH LINE OF THE C.N.S. & M RAILWAY RIGHT OF WAY AND WEST OF AND ADJACENT TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (SAID LINE ALSO BEING THE WEST LINE OF SAID MULFORD STREET RIGHT OF WAY), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25 AND THE NORTH LINE OF SAID RAILWAY RIGHT OF WAY, (SAID INTERSECTION ALSO BEING THE SOUTHWEST CORNER OF SAID MULFORD STREET RIGHT OF WAY); THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST, ALONG SAID NORTH LINE OF MULFORD STREET, 16.29 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 19 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 06 MINUTES 19 SECONDS WEST, ALONG THE WEST FACE OF AN EXISTING CONCRETE WALK, 28.00 FEET TO A POINT ON THE EXISTING BACK OF CURB; THENCE SOUTH 81 DEGREES 29 MINUTES 21 SECONDS WEST, ALONG SAID EXISTING BACK OF CURB AND ITS WESTERLY EXTENSION THEREOF, 60.14 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 34 SECONDS EAST, 19.15 FEET TO A POINT 5.0 FEET NORTH OF THE NORTH LINE OF SAID C.N.S. & M RAILWAY RIGHT OF WAY; THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST, ALONG A LINE 5.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID RAILWAY RIGHT OF WAY, 60.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.



CITY OF EVANSTON  
ENGINEERING DIVISION  
March 9, 1999

**EXHIBIT B**

**Resolution 19-R-09**

## **LICENSE RENEWAL AND EXTENSION**

THIS LICENSE RENEWAL AND EXTENSION entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Evanston, Illinois ("Landlord") and Comcast of Illinois IV, Inc., successor-in-interest to MediaOne Acquisitions of Northern Illinois, Inc. ("Tenant").

WHEREAS, Tenant is tenant and Landlord is landlord under a certain License Agreement originally between MediaOne and the City of Evanston dated March 23, 1999 respecting certain real property located at 2101 Mulford Street, Evanston, Illinois; and

WHEREAS, the License was extended through February 28, 2012; and

WHEREAS, both parties wish to renew the License and extend the term to June 30, 2012.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The License is hereby renewed, retroactively, as of February 29, 2012, and the Term of the License is hereby extended through and including June 30, 2012.
2. The monthly rent for the renewal term will be \$1,200.00 per month, due on the 1<sup>st</sup> day of every month.
3. All notices or demands required or permitted to be given or served pursuant to this License Amendment shall be deemed to have been given or served only if in writing forwarded by (a) hand delivery, (b) certified mail, postage prepaid, or (c) overnight courier, and addressed as follows:

To Landlord:           City of Evanston  
                                  2100 Ridge Avenue  
                                  Evanston, IL 60201  
                                  ATTN: City Manager

To Tenant:             Comcast of Illinois IV, Inc.  
                                  1500 McConnor Parkway  
                                  Schaumburg, IL 60173  
                                  ATTN: Director of Facilities and Real Estate

With a copy to:       Comcast Cable Communications, LLC  
                                  One Comcast Center  
                                  1701 John F. Kennedy Boulevard  
                                  Philadelphia, PA 19103-2838  
                                  ATTN: General Counsel

4. All other terms and conditions of the License shall remain in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Amendment to License to be duly executed as of the date first written above.

City of Evanston

By: \_\_\_\_\_  
Name: Wally Bobkiewicz  
Title: City Manager

Comcast of Illinois IV, Inc.

By: \_\_\_\_\_  
Name:  
Title: