

6/2/2016

46-R-16

A RESOLUTION

Authorizing the City Manager to Grant an Easement for a Sculpture in the Right-of-Way Purchased and Maintained by the Owner of the Mixed Use Building Located at 525 Kedzie Street

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

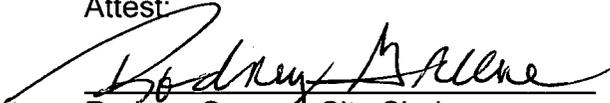
SECTION 1: The City Manager is hereby authorized and directed to sign an Easement Agreement (the "**Agreement**") by and between the City and Kedzie Investment Partners LLC, an Illinois limited liability company, for the City to grant an easement for the installation, future maintenance and repair of a sculpture to be placed in City sidewalk area at the corner of Kedzie Street and Chicago Avenue. The location of the sculpture is notated on Exhibit B to Exhibit 1. The Agreement is attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of said Agreement that he deems to be in the best interests of the City.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: June 13, 2016

EXHIBIT 1

EASEMENT AGREEMENT

Upon recording return to:
City of Evanston
2100 Ridge Avenue, Room 4400
Evanston, Illinois 60201
Attn: Michelle L. Masoncup

[Recording area only]

EASEMENT AGREEMENT

This Easement Agreement is entered into this ____ day of _____, 2016, by and between the City of Evanston, an Illinois Home Rule Municipal Corporation (“**Grantor**”), and Kedzie Investment Partners, LLC, an Illinois limited liability company (“**Grantee**”).

RECITALS

WHEREAS, the Grantor is the owner of the real property used for City sidewalk and landscaping purposes (“**Subject Property**”), and

WHEREAS, the Grantee owns a mixed-use development located at 525 Kedzie Street (“**Grantee’s Property**”), which abuts the Subject Property and Grantee’s Property is legally described on Exhibit A and made part hereof; and

WHEREAS, the Grantee seeks an easement for the purpose of installing and maintaining an outdoor sculpture on the Subject Property, as depicted on Exhibit B; and

WHEREAS, the Grantor agrees to provide a permanent easement to Grantee for the limited purpose of installing and maintaining the sculpture as outlined in this Agreement,

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, the parties agree that:

1. The foregoing of Recitals are hereby incorporated herein and made part if hereof.
2. The Grantor hereby grants to the Grantee a non-exclusive permanent easement for ten (10) years (“**Easement Term**”) on the Subject Property and adjacent to the Grantee’s Property legally described on Exhibit A and limited to area depicted in Exhibit B (“**Easement Premises**”) for sculpture installation and maintenance. The Easement Term may be renewed for an additional 10 years with the mutual written consent of the parties.

The Easement Fee will be waived due to the public art function of the sculpture for the community. Any and all costs related to the sculpture and the grant of this easement shall be solely paid by Grantee.

3. Sculpture Specifications:
 - a. The sculpture dimensions are approximately 89" X 60" X 30". The sculpture design is also attached as Exhibit B.
 - b. The sculpture must be mounted and securely bolted to a small concrete pedestal. The sculpture will be installed within the fenced area of the landscaping area depicted in Exhibit B.
4. The Grantor further grants to the Grantee, or any of its agents, contractors, employees, and successors the right and privilege to enter upon the Subject Property, with reasonable notice to the Grantor, for limited purpose to perform work related to installation, inspection, maintenance for the sculpture located on Easement Premises ("**Grantees' Work**").
5. The grant of easement shall be subject to the conditions that:
 - a. Grantee cannot expand the scope of the Easement Premises.
 - b. The Easement Premises may be used for any use which is related to the operation of a right-of-way, installation and maintenance of utilities, and any other municipal purpose that does conflict with the Grantee's uses or rights contained within this Agreement. If the Easement Premises need to be accessed and disturbed for any Grantor operational issue and Grantor cannot reasonably address the issue presented without disturbing the Easement Premises, the City is entitled to remove the sculpture temporarily. Any re-installation must be performed at Grantee's expense.
 - c. Grantee agrees to perform all necessary maintenance and repair to the sculpture throughout the Easement Term and if applicable, during the renewal easement term. Grantee agrees to test the sculpture periodically for structural integrity.
6. The Grantee or its designees shall, upon completion of any work authorized by this grant of easement, restore the Easement Premises surrounding the sculpture to the same surface and landscaping condition than that existing prior to beginning of the work.
7. Insurance. Grantee will add the City of Evanston as an additional insured to its insurance policy, providing a Certificate of Liability and the limits of said coverage clearly indicated.
8. Indemnification, Grantee will hold harmless, indemnify and defend Grantor, its lessees, franchises, licensees, employees, agents, personal representatives, contractors, successors and assigns, against any and all claims, demands, loss, damage, liabilities, costs, expenses and all suits liens, causes of actions and judgments (including, but not limited to

reasonable attorney's fees) arising out of, or in any way related to, or in connection with, or as a result or consequence of Grantee's Work in and/or use of the Easement Premises or Grantee's acts or omissions under this easement agreement, to the extent of Grantee's willful or negligent exercise of rights and privileges granted by this easement agreement. The Grantee's obligations in this section shall survive any termination or expiration of this easement agreement.

9. Release. Grantee shall enter upon the Easement Premises and conduct Grantee's Work at its sole risk, cost and expense. Grantee hereby waives and relinquishes any and all claims, demands, loss, damage, liabilities, costs, expenses and all suits, liens, causes of actions and judgments related to the subject matter of this easement agreement now or hereafter arising in Grantee or any of its employees', contractors' or agents' favor occasioned by, directly or indirectly, the conditions of the Grantor's Subject Property and the Easement Premises or any improvements thereon or any other facts or occurrences with respect to Grantee's conduct under this easement agreement, other than willful or negligent acts of Grantor. The Grantee's obligations in this section shall survive any termination or expiration of this easement agreement.
10. This document contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this agreement shall be of no force and effect, and modifications to this agreement shall be in writing and shall be signed by all parties to this agreement.
11. This Agreement for an easement shall constitute a covenant running with the land binding upon the Grantors and any of the Grantors' lessees, transferees, successors in interest, heirs, executors, and administrators.
12. The laws of the State of Illinois shall govern the terms of this agreement both as to interpretation and performance and any action brought to enforce the agreement shall be brought in the Circuit Court of Cook County.
13. This Agreement shall be recorded by the Grantee with the Cook County Recorder of Deeds notifying all future purchasers and other interested parties.

IN WITNESS THEREOF, this agreement is made the date signed by the City.

City of Evanston

Kedzie Investment Partners, LLC

By: _____

By: _____

Wally Bobkiewicz, City Manager

Its: _____

Print Name: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

LOT 11 (EXCEPT THE NORTHERLY 7.00 FEET THEREOF) AND LOT 12 (EXCEPT FROM SAID LOT 12, THAT PART THEREOF TAKEN FOR KEDZIE STREET) IN BLOCK 11 IN WHITE'S ADDITION TO EVANSTON IN SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 525 KEDZIE, EVANSTON, ILLINOIS 60202

PIN: 11-19-401-007-0000

EXHIBIT B

SCULPTURE LOCATION AND DEPICTIONS

Legend	
1. Easement	1. Easement
2. Easement	2. Easement
3. Easement	3. Easement
4. Easement	4. Easement
5. Easement	5. Easement
6. Easement	6. Easement
7. Easement	7. Easement
8. Easement	8. Easement
9. Easement	9. Easement
10. Easement	10. Easement
11. Easement	11. Easement
12. Easement	12. Easement
13. Easement	13. Easement
14. Easement	14. Easement
15. Easement	15. Easement
16. Easement	16. Easement
17. Easement	17. Easement
18. Easement	18. Easement
19. Easement	19. Easement
20. Easement	20. Easement
21. Easement	21. Easement
22. Easement	22. Easement
23. Easement	23. Easement
24. Easement	24. Easement
25. Easement	25. Easement
26. Easement	26. Easement
27. Easement	27. Easement
28. Easement	28. Easement
29. Easement	29. Easement
30. Easement	30. Easement
31. Easement	31. Easement
32. Easement	32. Easement
33. Easement	33. Easement
34. Easement	34. Easement
35. Easement	35. Easement
36. Easement	36. Easement
37. Easement	37. Easement
38. Easement	38. Easement
39. Easement	39. Easement
40. Easement	40. Easement
41. Easement	41. Easement
42. Easement	42. Easement
43. Easement	43. Easement
44. Easement	44. Easement
45. Easement	45. Easement
46. Easement	46. Easement
47. Easement	47. Easement
48. Easement	48. Easement
49. Easement	49. Easement
50. Easement	50. Easement

Zoning Information

The Surveyor has not prepared this zoning information as the property is not zoned.

ALTA/ACSM Land Title Survey

Utility Notes

The location of utility lines shown on this map is based on the location of utility lines shown on the ground. The location of utility lines shown on this map is not intended to be a representation of the location of utility lines.

Significant Observations

No significant observations were noted during the survey.

Vicinity Map



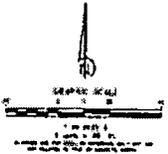
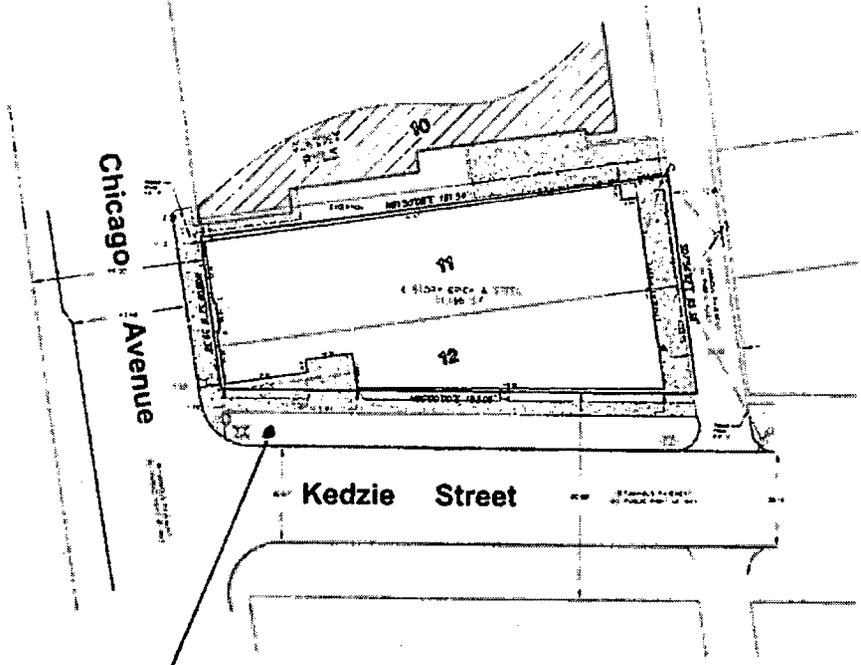
Record Description

The land shown on this map is situated in the County of Cook, State of Illinois, and is described as follows: Lot 12, Block 1, Chicago Avenue & Kedzie Street, City of Chicago, Cook County, Illinois.

ALL RIGHTS RESERVED BY THE SURVEYOR. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

Miscellaneous Notes

- 1. ALL RIGHTS RESERVED BY THE SURVEYOR.
- 2. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.
- 3. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 4. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 5. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 6. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 7. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 8. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 9. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 10. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 11. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 12. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 13. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 14. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 15. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 16. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 17. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 18. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 19. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 20. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 21. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 22. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 23. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 24. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 25. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 26. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 27. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 28. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 29. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 30. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 31. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 32. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 33. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 34. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 35. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 36. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 37. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 38. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 39. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 40. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 41. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 42. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 43. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 44. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 45. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 46. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 47. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 48. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 49. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.
- 50. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.



NOTES

1. ALL RIGHTS RESERVED BY THE SURVEYOR.

2. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

3. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

4. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

5. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

6. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

7. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

8. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

9. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

10. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

11. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

12. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

13. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

14. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

15. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

16. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

17. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

18. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

19. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

20. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

21. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

22. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

23. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

24. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

25. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

26. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

27. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

28. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

29. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

30. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

31. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

32. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

33. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

34. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

35. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

36. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

37. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

38. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

39. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

40. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

41. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

42. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

43. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

44. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

45. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

46. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

47. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

48. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

49. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

50. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY.

AREA: 18,130.30 S.F. OR 0.41 ACRES

Schedule B

NO RIGHTS RESERVED BY THE SURVEYOR.

Surveyor's Certificate

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the property.

Surveyor's Name: [Name]

Surveyor's License No.: [Number]

Surveyor's Address: [Address]

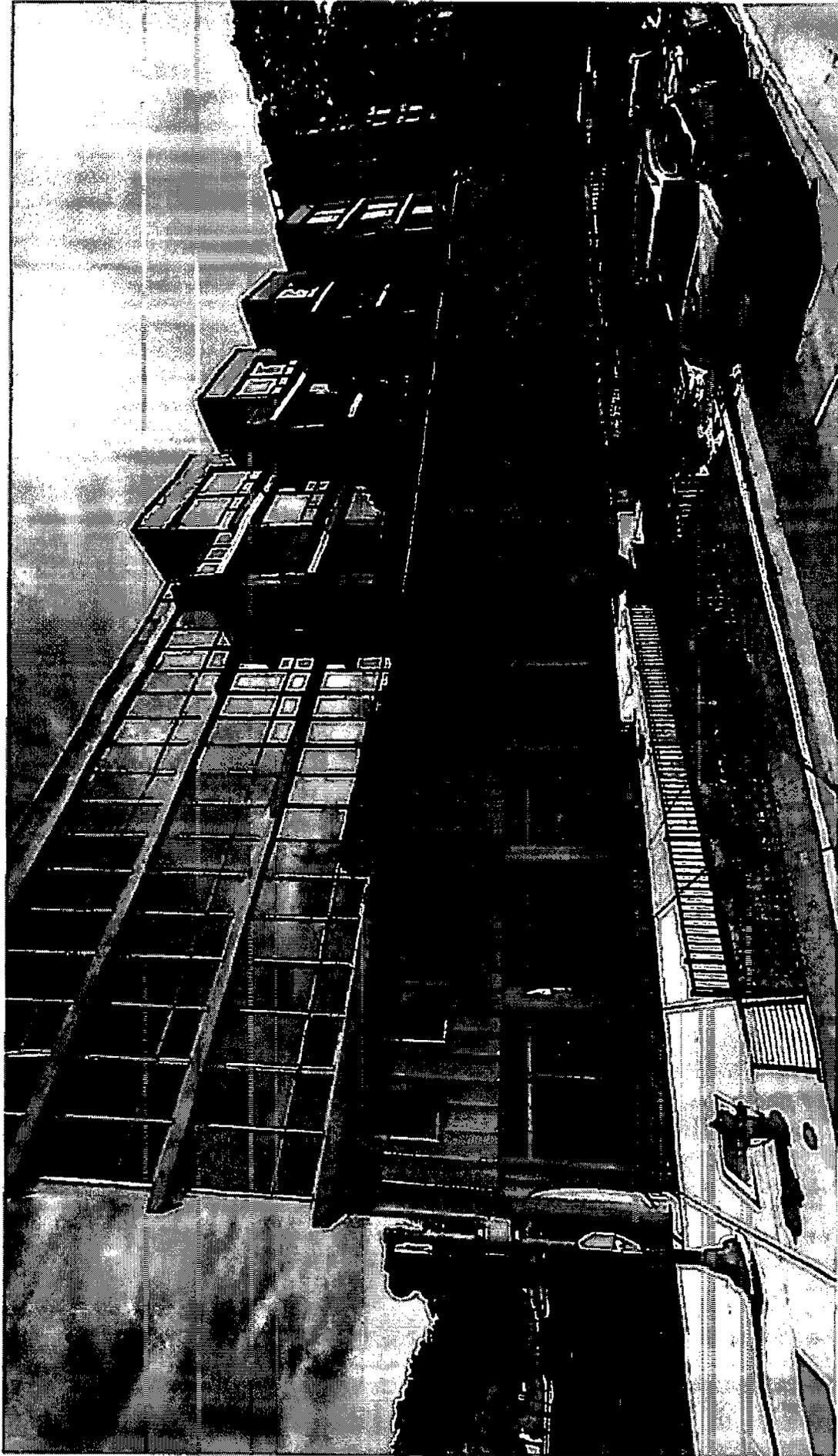
J.H. Land Surveying Inc.
 1125 North LaSalle Street, Chicago, Illinois 60610
 Phone: 312-427-9919
 Fax: 312-427-9920
 www.jhland.com

Block	Lot	Area (S.F.)	Area (Acres)
1	10	18,130.30	0.41
1	11		
1	12		

801 Chicago Avenue & 825 Kedzie Street
 Evanston, Illinois
 Wintrust Financial Corporation

Survey Prepared for:
 Wintrust Financial Corp.
 1125 N. LaSalle Street, Chicago, IL 60610
 Phone: 312-427-9919
 www.jhland.com

1 - 1



SCULPTURE TO BE PLACED IN
FENCED-IN SECTION NEAR
BRICK PLANTER