

21-R-19

A RESOLUTION

Authorizing the City Manager to Negotiate and Execute an Easement Agreement with Evanston Custer LLC

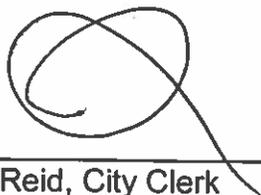
NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The City Manager is hereby authorized to execute an Easement Agreement with Evanston Custer LLC, an Illinois limited liability company, attached hereto as Exhibit 1, the terms are incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Easement Agreement as he may determine to be in the best interests of the City and in a form acceptable to the Corporation Counsel.

SECTION 3: That this Resolution 21-R-19 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

Attest:



Devon Reid, City Clerk


Stephen H. Hagerty, Mayor

Approved to form:


Michelle L. Masoncup, Corporation Counsel

Adopted: April 8th, 2019

EXHIBIT 1
PLAT OF EASEMENT

EXHIBIT 2
EASEMENT AGREEMENT

Upon recording return to:
City of Evanston
2100 Ridge Avenue, Room 4400
Evanston, Illinois 60201
Attn: Law Department

[Recording area only]

EASEMENT AGREEMENT

This Easement Agreement is entered into this ____ day of _____, 2019, by and between Evanston Custer LLC, an Illinois limited liability company (“Grantor”), and the City of Evanston, and Illinois Home Rule Municipal Corporation (“Grantee”).

RECITALS

WHEREAS, the Grantor is the owner of real property with a street address of 910 Custer Avenue (“Subject Property”); and

WHEREAS, the Grantee owns the land used for a public right-of-way, an alley west of Custer Avenue (“Grantee’s Property”), which abuts the Subject Property; and

WHEREAS, Grantor applied for a planned development at Grantor’s Property, which was approved by the City Council of the City of Evanston by Ordinance 22-O-19. In order to provide adequate emergency service vehicular access to the future development on Grantor’s Property as depicted in Exhibit A, Plat of Easement, and Evanston Custer LLC hereby grants an easement over and under the Subject Property for the benefit of Grantee; and

WHEREAS, Grantor does not need exclusive access and use of the 2’ strip of land adjacent to the eastern boundary of Grantee’s property and the 4’ strip of land adjacent to the northern boundary and agrees to provide Grantee an easement 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 hereof.
2. The Grantor hereby grants to the Grantee an exclusive easement on the Subject Property for ninety-nine (99) years (“Easement Term”).

3. The Easement Premises shall run as legally described on the Plat of Easement and Legal Description attached as Exhibit A. The Easement is approximately 360.6 feet in length and 2' wide on the western boundary and 210.7 feet in length and 4' wide on the southern boundary, for a total easement area of 1,584 square feet.
4. The Grantor will not assess an easement fee for the 99-year term.
5. The grant of easement shall be subject to the conditions that:
 - a. Grantee cannot expand the scope of the Easement Premises without written consent of the Grantor.
 - b. If the Easement Premises need to be accessed and disturbed for any Grantee operational issues, the City will notify Grantor prior to access, unless under exigent circumstances. All improvements installed adjacent to the alley as part of the Grantor's development will be installed at Grantor's expense. All maintenance, repair, replacement activities are at Grantor's expense for any work performed by Grantor in the Easement Area.
 - c. Grantor agrees to perform all necessary maintenance and repair to the easement area for Grantee's vehicular access throughout the Easement Term and if applicable, during the renewal easement term.
6. **Indemnification.** Grantor will hold harmless, indemnify and defend Grantee, its lessees, franchisees, 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 this easement and/or use of the Easement Premises or Grantor's acts or omissions under this easement agreement, to the extent of Grantor's willful or negligent exercise of rights and privileges granted by this easement agreement. The Grantor's obligations in this section shall survive any termination or expiration of this easement agreement.
7. **Release.** Grantor shall enter upon the Easement Premises and conduct Grantor's Work at its sole risk, cost and expense. Grantor 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 Grantor 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 Grantor's conduct under this easement agreement, other than willful or negligent acts of Grantee. The Grantor's obligations in this section shall survive any termination or expiration of this easement agreement.

8. 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.
9. 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.
10. 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.
11. This Agreement shall be recorded by the Grantor with the Cook County Recorder of Deeds notifying all future purchasers and other interested parties. This easement is null and void if the Development granted by Ordinance 22-O-19 is not built and cannot be used as a precedent for a future easement from the City of Evanston.

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

City of Evanston

Evanston Custer LLC

By: _____

By: _____

Wally Bobkiewicz, City Manager

Print: Kevin Lee

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

SITE LEGAL DESCRIPTION

LOT 1 IN DARD PRODUCTS THIRD CONSOLIDATION, BEING A CONSOLIDATION OF LOT 3 AND THE NORTH HALF OF LOT 4 IN RAILWAY SUBDIVISION AND LOT 1 IN DARD PRODUCTS SECOND CONSOLIDATION, IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 89231709, IN COOK COUNTY, ILLINOIS.

UTILITY & ACCESS EASEMENT LEGAL DESCRIPTION

THAT PART OF LOT 1 IN DARD PRODUCTS THIRD CONSOLIDATION, BEING A CONSOLIDATION OF LOT 3 AND THE NORTH HALF OF LOT 4 IN RAILWAY SUBDIVISION AND LOT 1 IN DARD PRODUCTS SECOND CONSOLIDATION, IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 89231709, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 89 DEGREES 49 MINUTES 53 SECONDS WEST, ON THE SOUTH LINE OF SAID LOT, 210.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 00 DEGREES 05 MINUTES 57 SECONDS EAST, ON THE WEST LINE OF SAID LOT, 360.60 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES 52 MINUTES 59 SECONDS EAST, ON THE NORTH LINE OF SAID LOT, 2.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 57 SECONDS WEST, PARALLEL WITH SAID WEST LINE, 348.99 FEET; THENCE SOUTH 44 DEGREES 52 MINUTES 05 SECONDS EAST, 10.77 FEET TO A POINT THAT IS 4.00 FEET NORTH OF AND PERPENDICULAR TO THE SOUTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 49 MINUTES 53 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE, 200.36 FEET TO THE EAST LINE OF SAID LOT; THENCE SOUTH 10 DEGREES 11 MINUTES 01 SECONDS EAST, ON SAID EAST LINE, 4.07 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID EASEMENT CONTAINS 1,584 SQUARE FOOT OR 0.036 ACRES MORE OR LESS