

**75-R-23  
A RESOLUTION**

**Authorizing the City Manager to Execute an  
Easement Agreement with Northwestern University**

**WHEREAS**, Northwestern University (“Northwestern”) intends to install conduits for fiber optic communication cables to service Northwestern properties (the “Project”); and

**WHEREAS**, a portion of the Project will be under the City’s right-of-way, including on parts of Isabella Street, Clinton Place, and Ridge Avenue, as indicated in Exhibit A to the Easement Agreement (the “Agreement”); and

**WHEREAS**, Northwestern requests a non-exclusive twenty (20) year easement for the Project to be located below the City’s right-of-way,

**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 the Agreement by and between the City and Northwestern University for a 20-year easement for the installation, maintenance and repair of fiber optic cable below certain portions of City right-of-way. 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.

*Daniel Biss*

\_\_\_\_\_  
Daniel Biss, Mayor

Attest:

*Stephanie Mendoza*

\_\_\_\_\_  
Stephanie Mendoza, City Clerk

Approved as to form:

*Alexandra B. Ruggie*

\_\_\_\_\_  
Alexandra B. Ruggie, Interim Corporation Counsel

Adopted: November 27, 2023

EXHIBIT 1  
EASEMENT AGREEMENT

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Evanston, an Illinois municipal corporation (the "City") and Northwestern University ("Northwestern"). Hereinafter, the City and Northwestern, collectively, shall be referred to as the "Parties."

### RECITALS

**WHEREAS**, Northwestern has requested permission from the City to install fiber optic cable ("Communication Facilities") in the right of way of certain City streets, by attaching said cable to existing Northwestern University fiber optic cable lines by means of underground installation; and

**WHEREAS**, The route of the fiber optic cable will be within the Easement Area outlined in group Exhibit A, attached hereto and made a part hereof; and

**WHEREAS**, the City is willing to allow Northwestern to install fiber optic cable under the City right of way under the terms and conditions of this Agreement; and

**WHEREAS**, the City and Northwestern have authority to execute this Agreement as an exercise of the City's home rule authority and Northwestern's corporate authority; and

**WHEREAS**, the City Council of the City of Evanston enacted Resolution 75-R-23 on November 27, 2023 to authorize the City Manager to negotiate and execute this Agreement.

NOW, THEREFORE, in consideration of the promises of each of the parties to the other and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals are a material part of this Agreement and are incorporated herein by reference.
2. Easement and Installation of Cable.
  - A. The City hereby grants to Northwestern an easement under the City's right-of-way to install, maintain and repair its fiber optic cable and related equipment (the "System") in the right of way as depicted in the Conduit Build Drawings and other submittals to the City of Evanston and in the easement area outlined in the Plats of Easement, attached as group Exhibit A.

*Alexandra B. Ruggie*

- B. The City Engineer shall have the authority to approve minor deviations of the route upon written application of Northwestern. This grant shall not be considered permission to provide local telecommunications in the City of Evanston and the City reserves any and all rights it has under law to require a franchise for such services to properties located with the City.
- C. City hereby grants, conveys, warrants and dedicates to Northwestern, its agents, servants, employees, its successors and assigns, a non-exclusive easement to survey, construct, operate, maintain, repair, replace fiber optic under the City's Right of Way in the easement areas depicted in Exhibit A.
- D. City shall retain all rights to use and occupy the Right-of-Way, except as herein expressly granted; provided, however, City's use and occupation of the Right-of-Way area may not interfere with Northwestern's use of the area for the purposes herein described.
- E. Northwestern covenants and agrees in consideration of the grant of said easement to pay the City an easement fee in the amount of \$372,013.48 (Three Hundred Seventy-Two Thousand Thirteen Dollars and 48/100) total easement fee for the length of the easement term of 20 (twenty) years, as defined in Section 6 below, the entire easement fee is payable contemporaneously with the execution of this Agreement. At the end of said easement term, the Parties shall revisit the easement fee and negotiate any additional necessary conditions in order to renew the easement agreement.

3. Construction and Maintenance

- A. Prior to installation of any fiber optic cable in the City right of way, Northwestern shall submit plans and specifications for the installation to the City Engineer. The cable shall be installed in a reasonable manner as approved by the City Engineer. As-built drawings shall be supplied to the City Engineer within 90 days of completion of the permitted work. The As-built drawings shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. Additionally, the As-built drawings shall be submitted to the City in an electronic version that is GIS-compatible and includes depth information.
- B. A permit for work in the City right-of-way shall be obtained before any work is commenced. During construction, Northwestern shall provide any necessary or required traffic control at its expense. No material shall be stored on the right of way without the prior written approval of the City Engineer. When

such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right of way maintenance or damage to the right-of-way and other property.

- C. The System hereafter installed shall be so placed and all work in connection with such installation shall be so performed as not to interfere with ordinary travel on the right of way of the City unless specifically authorized by the City Engineer, or with any water, gas or sewer pipes or other utility conduits or cable television conduits or wires then lawfully in place. Northwestern, after doing any excavating, shall leave the surface of the ground in the same condition as existed prior to such excavation. All sidewalks, parkways or pavements, including driveway approaches, disturbed by Northwestern shall be restored by it, and the surface to be restored shall be with the same type of material as that existing prior to its being disturbed unless otherwise agreed by the City Engineer and Northwestern. In the event that any right-of-way, real property, or fixed improvement thereon shall become uneven, unsettled, damaged, or otherwise require restoration, repair or replacement because of such disturbance or damage of the Northwestern, then the Northwestern shall promptly, but in no event longer than fourteen (14) days after receipt of notice from the City, and at Northwestern's sole cost and expense, restore as nearly as practicable to their former condition said property or improvement which was disturbed or damaged.
- D. The City shall have no obligation to mark the location of Northwestern's facilities. Northwestern acknowledges that it has the opportunity to become a member of the statewide "One Call" Utility Location system (JULIE), and that Northwestern agrees that it will become a member as a requirement of this Agreement and that such a system is designed to alert Northwestern to planned work in the right of way, so that Northwestern can mark the location of its facilities to avoid damage. The City shall have no obligation to alert Northwestern to proposed work by itself or others, other than as a participating member of the JULIE system.
- E. Construction operations on rights-of-way may, at the discretion of the City, be required to be discontinued or restricted when such operations would create hazards to the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right of way or other property.
4. Insurance. Northwestern shall, at its own expense, secure and maintain in effect throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the

performance of the work hereunder by Northwestern, its agents, representatives, employees or subcontractors as specified by City staff to obtain the right-of-way permit.

5. Indemnification. Northwestern shall defend, indemnify, and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including reasonable attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of Northwestern or Northwestern's subcontractors, employees, agents or subcontractors of agents during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought forth against them. Northwestern shall be liable for the reasonable costs, fees, and expenses incurred in such defense of any such claims, actions, or suits to the extent it is an indemnifiable claim. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Northwestern must defend all suits brought upon all such losses and must pay all reasonable costs and expenses incidental to them, to the extent it is an indemnifiable claim, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Northwestern of any of its obligations under this Agreement. Any settlement of any claim or suit related to this project by Northwestern must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City, not to be unreasonably withheld.

Neither Party waives any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Northwestern shall be responsible for any direct damages and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its work or subcontractors' work. Acceptance of the work by the City will not relieve Northwestern of the responsibility for subsequent correction of any such error, omission and/or negligent acts or of its liability for direct damage resulting therefrom.

All provisions of this Section 5 shall survive completion, expiration, or termination of this Agreement.

6. Term. The term of this Agreement shall be for a period of twenty (20) years from and after the date first set forth above, unless terminated earlier in accordance with Section 9. This Agreement can be extended upon mutual agreement of City and Northwestern within 60 days prior to the expiration of any term.
7. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within sixty (60) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, each non-defaulting party shall be entitled to all remedies at both law and in equity.
8. Remedies. Any material violation by Northwestern, its contractors, or its successors of the material provisions of this Agreement, shall be cause for the termination of this Agreement and all rights hereunder, provided again that the City shall first notify Northwestern in writing, the condition or act on which the violation is charged, and Northwestern shall have sixty (60) days within which to remedy such condition or act, and provided further, that should the immediate remedy thereof be out of the control of Northwestern, Northwestern shall have a reasonable time thereafter to make said correction.
9. Removal upon Termination. Upon termination of the privileges herein granted pursuant to the terms hereof, if ordered by the City Engineer, Northwestern without cost or expense to the City, shall remove the System herein authorized and restore the public way to as good a condition as existed prior to such installation and to the reasonable satisfaction of the City Engineer. In the event of the failure, neglect or refusal of Northwestern to remove the System, the City shall have the choice of either performing said work and charging the cost thereof to Northwestern or determining that said work shall be performed by a contractor, and billing Northwestern for the costs of said contract. The cost incurred by the City in such system removal shall be properly paid by Northwestern within twenty-one (21) days after a bill for costs is deposited in the mail or presented to Northwestern, or the City may proceed against the surety bond, if applicable, of Northwestern or pursue any other remedies provided by law.
10. Abandonment of Facilities. Upon abandonment of a facility within the rights-of-way of the City, Northwestern shall notify the City within ninety (90) days. Following receipt of such notice the City may direct Northwestern to

remove all or any portion of the facility if the City Engineer determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the City does not direct Northwestern to remove it and Northwestern chooses not to remove it, by giving notice of abandonment to the City, Northwestern shall be deemed to consent to the acquisition, alteration or removal of all or any portion of the facility by the City or another utility or person. In the event that the City or another utility or person acquires Northwestern's facilities after the abandonment notification is sent, Northwestern will have no further costs associated with removal or alteration of the facilities.

11. Legal Considerations. The Parties recognize, acknowledge and hereby preserve their respective rights pursuant to the Federal 1996 Telecommunications Act and the Illinois Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 *et. seq.*). Regulations, legal interpretations of the same, and execution of this Agreement is not a waiver of any rights or obligations thereunder. The Parties additionally acknowledge that if and when Northwestern begins to furnish dial-tone services originating within the City of Evanston Northwestern will be subject to any 911 surcharge which is currently in effect or which may hereinafter be amended, which is generally applicable to other telecommunications service providers with this jurisdiction. Northwestern shall notify the City, in writing, at least sixty (60) days prior to providing any such telecommunications services.
12. Notices. Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed by registered or certified US Postal Service Mail, postage prepaid, return receipt requested to the City in care of the:

If to the City:

City of Evanston  
Attn: City Engineer  
2100 Ridge Avenue  
Evanston, IL 60201

With a copy to:

City of Evanston  
Attn: Corporation Counsel  
2100 Ridge Avenue,  
Suite 4400  
Evanston, IL 60201

If to Northwestern:

Northwestern University  
Information Technology  
2020 Ridge Ave.  
Evanston, IL 60208

With a copy to:

Northwestern University  
Office of General Counsel  
633 Clark Street  
Evanston, IL 60208

or to such other persons or addresses as either party may from time to time designate.

- 13. Assignability. The Parties agree that this Agreement and the rights granted hereunder shall inure to the benefit of Northwestern, its successors, and agents. Northwestern shall not voluntarily, or by operation of law, assign, lease, sublease, or otherwise transfer or encumber all or any part of Northwestern's interest in this Agreement or in the Premises to any other governmental agency, individual, partnership, joint venture, corporation, land trust, or other entity without prior written consent of the City, provided, however, that Northwestern may assign or transfer Northwestern's interest in this Agreement to a person controlling, controlled by or under common control with Northwestern (an "Affiliate") upon notice to, but without the City's prior consent; further, provided, that the Affiliate shall assume and agree to be bound by the terms and conditions of the Agreement and further that such assignment or transfer to an Affiliate shall not release Northwestern from its obligations hereunder without a separate written release by the City.
- 14. Binding Effect. This Agreement shall be binding on the Parties, their successors, heirs and assigns.
- 15. Severability. If any provision of this Agreement is invalid for any reason, such invalidation shall not affect any provision of this Agreement which can be given effect without the invalid provision; and, to this end, the provisions of this Agreement are to be severable.
- 16. Governing Law. The Parties agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes shall be Cook County, Illinois.

CITY OF EVANSTON,

By: Luke Stowe

Print: Luke Stowe

Its: City Manager

*Alexandra B. Ruggie*

Alexandra Ruggie

Interim  
Corporation Counsel

NORTHWESTERN UNIVERSITY

DocuSigned by:  
By: 

Print: Sean Reynolds

Its: VP Information Technology & CIO

**EXHIBIT A**  
PLATS OF EASEMENT

# GREMLEY & BIEDERMANN

A DIVISION OF  
PLCS Corporation

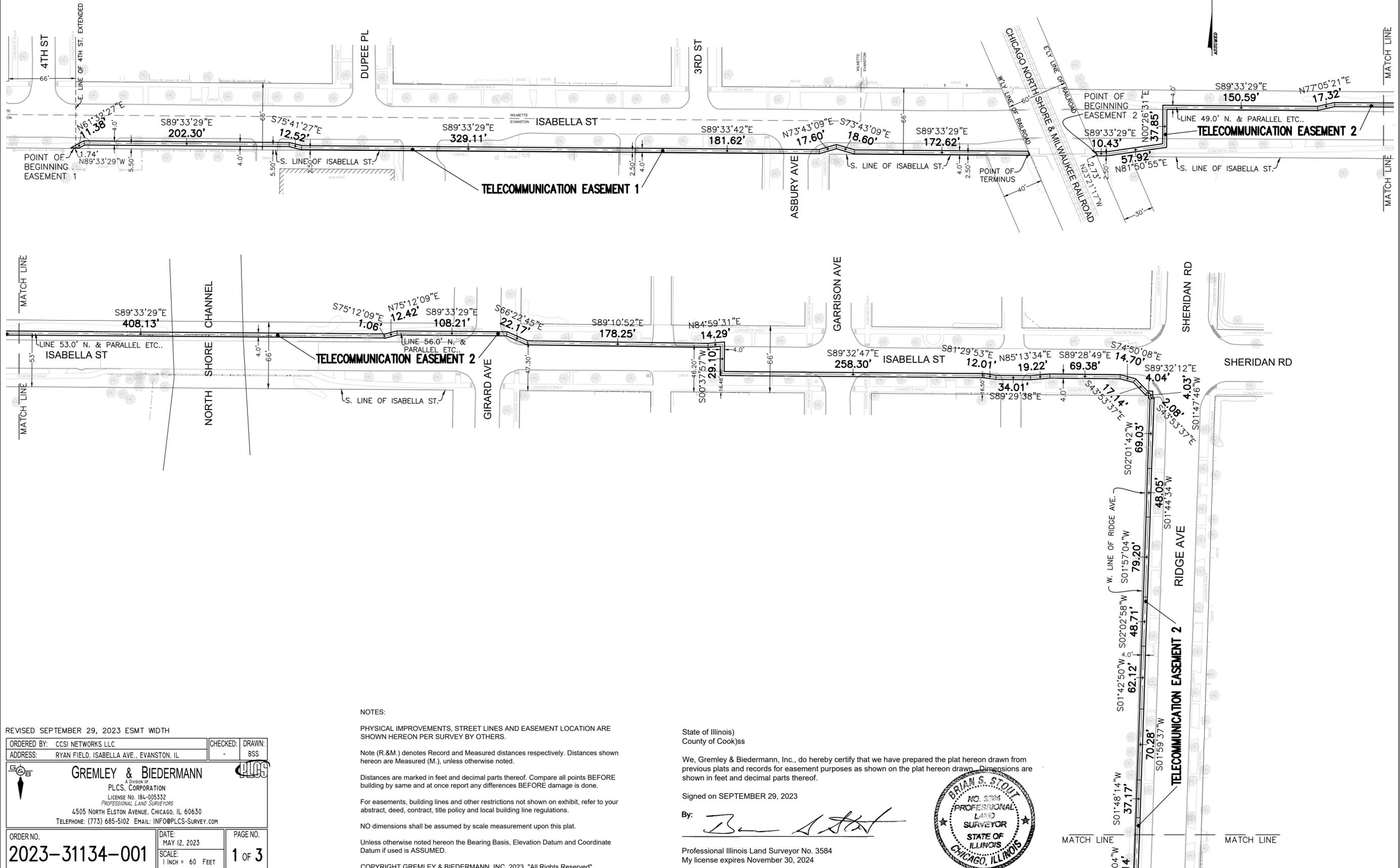
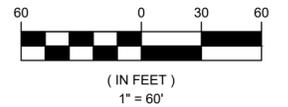
LICENSE No. 184-005332

PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630  
TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM

## EASEMENT EXHIBIT

GRAPHIC SCALE



**NOTES:**

PHYSICAL IMPROVEMENTS, STREET LINES AND EASEMENT LOCATION ARE SHOWN HEREON PER SURVEY BY OTHERS.

Note (R.&M.) denotes Record and Measured distances respectively. Distances shown hereon are Measured (M.), unless otherwise noted.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on exhibit, refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

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State of Illinois)  
County of Cook)ss

We, Gremley & Biedermann, Inc., do hereby certify that we have prepared the plat hereon drawn from previous plats and records for easement purposes as shown on the plat hereon drawn. Dimensions are shown in feet and decimal parts thereof.

Signed on SEPTEMBER 29, 2023

By: *[Signature]*

Professional Illinois Land Surveyor No. 3584  
My license expires November 30, 2024



REVISED SEPTEMBER 29, 2023 ESMT WIDTH	
ORDERED BY: CCSI NETWORKS LLC	CHECKED: BSS
ADDRESS: RYAN FIELD, ISABELLA AVE., EVANSTON, IL	
<b>GREMLEY &amp; BIEDERMANN</b> A Division of <b>PLCS, CORPORATION</b> LICENSE No. 184-005332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM	
ORDER NO. <b>2023-31134-001</b>	DATE: MAY 12, 2023 SCALE: 1 INCH = 60 FEET
PAGE NO. <b>1 OF 3</b>	

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# GREMLEY & BIEDERMANN

A DIVISION OF  
PLCS Corporation

LICENSE No. 184-005332

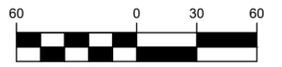
PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630

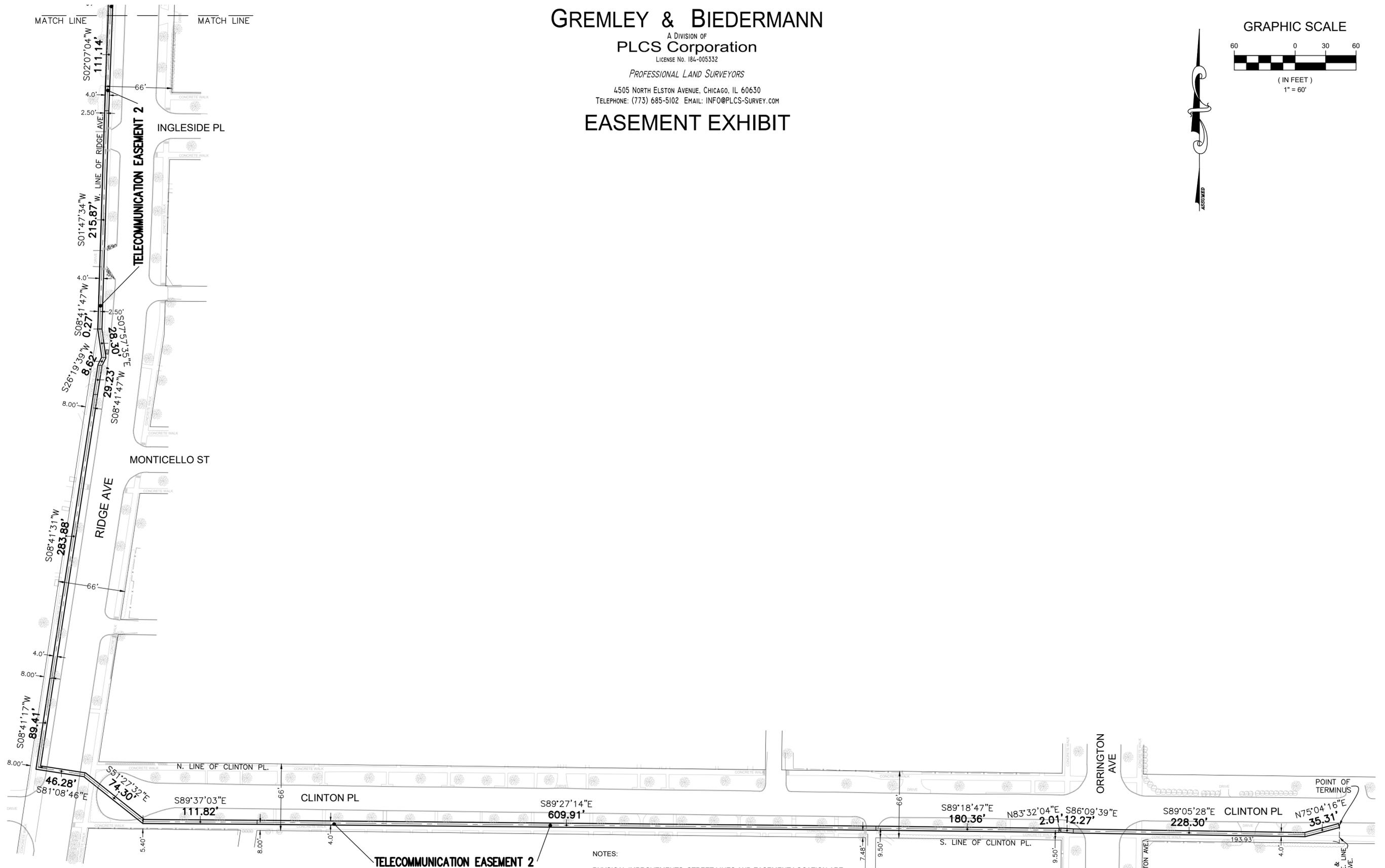
TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM

## EASEMENT EXHIBIT

GRAPHIC SCALE



(IN FEET)  
1" = 60'



NOTES:

PHYSICAL IMPROVEMENTS, STREET LINES AND EASEMENT LOCATION ARE SHOWN HEREON PER SURVEY BY OTHERS.

Note (R.&M.) denotes Record and Measured distances respectively. Distances shown hereon are Measured (M.), unless otherwise noted.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on exhibit, refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

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ORDERED BY: CCSI NETWORKS LLC	CHECKED: -	DRAWN: BSS
ADDRESS: RYAN FIELD, ISABELLA AVE., EVANSTON, IL		
 <b>GREMLEY &amp; BIEDERMANN</b> A DIVISION OF PLCS CORPORATION LICENSE No. 184-005332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM		
ORDER NO. <b>2023-31134-001</b>	DATE: MAY 12, 2023 SCALE: 1 INCH = 60 FEET	PAGE NO. <b>2 OF 3</b>

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# GREMLEY & BIEDERMANN

A DIVISION OF  
PLCS Corporation

LICENSE No. 184-005332

PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630  
TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM

## EASEMENT EXHIBIT

### TELECOMMUNICATION EASEMENT 1

A STRIP OF LAND 4.00 FEET IN WIDTH IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 2.00 FEET EITHER SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

**BEGINNING** ON THE SOUTH LINE OF ISABELLA STREET AT A POINT 1.74 FEET WEST OF THE INTERSECTION WITH THE EAST LINE OF 4<sup>TH</sup> STREET EXTENDED SOUTH; THENCE NORTH 61 DEGREES 32 MINUTES 27 SECONDS EAST (ASSUMED) 11.38 FEET TO A LINE 5.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF ISABELLA STREET AFORESAID; THENCE SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST ALONG SAID PARALLEL LINE 202.30 FEET; THENCE SOUTH 75 DEGREES 41 MINUTES 27 SECONDS EAST 12.52 FEET TO A LINE 2.5 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF ISABELLA STREET AFORESAID; THENCE SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST ALONG SAID PARALLEL LINE 329.11 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 42 SECONDS EAST 181.62 FEET; THENCE NORTH 73 DEGREES 43 MINUTES 09 SECONDS EAST 17.60 FEET; THENCE SOUTH 73 DEGREES 43 MINUTES 09 SECONDS EAST 18.60 FEET TO A LINE 2.5 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF ISABELLA STREET AFORESAID; THENCE SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST ALONG SAID PARALLEL LINE 172.62 FEET TO THE WESTERLY LINE OF THE 60 FEET WIDE RIGHT OF WAY OF THE CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD AND THE POINT OF TERMINUS OF SAID CENTERLINE, IN COOK COUNTY, ILLINOIS.

CONTAINING 3,775.6 SQUARE FEET OR 0.087 ACRES, MORE OR LESS.

### TELECOMMUNICATION EASEMENT 2

A STRIP OF LAND 4.00 FEET IN WIDTH IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 2.00 FEET EITHER SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF ISABELLA STREET WITH THE WESTERLY LINE OF THE 60 FEET WIDE RIGHT OF WAY OF THE CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD; THENCE NORTH 23 DEGREES 21 MINUTES 17 SECONDS WEST (ASSUMED) ALONG SAID WESTERLY RIGHT OF WAY 2.73 FEET TO A LINE 2.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF ISABELLA STREET AFORESAID AND THE **POINT OF BEGINNING** OF SAID CENTERLINE; THENCE SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST ALONG SAID PARALLEL LINE 10.43 FEET; THENCE NORTH 81 DEGREES 50 MINUTES 55 SECONDS EAST 57.92 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 31 SECONDS EAST 37.85 FEET TO A LINE 49.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF ISABELLA STREET AFORESAID; THENCE SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST ALONG SAID PARALLEL LINE 150.59 FEET; THENCE NORTH 77 DEGREES 05 MINUTES 21 SECONDS EAST 17.32 FEET TO A LINE 53.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF ISABELLA STREET AFORESAID; THENCE SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST ALONG SAID PARALLEL LINE 408.13 FEET; THENCE SOUTH 75 DEGREES 12 MINUTES 09 SECONDS EAST 1.06 FEET; THENCE NORTH 75 DEGREES 12 MINUTES 09 SECONDS EAST 12.42 FEET TO A LINE 56.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF ISABELLA STREET AFORESAID; THENCE SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST ALONG SAID PARALLEL LINE

108.21 FEET; THENCE SOUTH 66 DEGREES 22 MINUTES 45 SECONDS EAST 22.17 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 52 SECONDS EAST 178.25 FEET; THENCE NORTH 84 DEGREES 59 MINUTES 31 SECONDS EAST 14.29 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 57 SECONDS WEST 29.10 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 47 SECONDS EAST 258.30 FEET; THENCE SOUTH 81 DEGREES 29 MINUTES 53 SECONDS EAST 12.01 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 38 SECONDS EAST 34.01 FEET; THENCE NORTH 85 DEGREES 13 MINUTES 34 SECONDS EAST 19.22 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 49 SECONDS EAST 69.38 FEET; THENCE SOUTH 74 DEGREES 50 MINUTES 08 SECONDS EAST 14.70 FEET; THENCE SOUTH 43 DEGREES 53 MINUTES 37 SECONDS EAST 17.14 FEET TO A LINE 2.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF ISABELLA STREET AFORESAID; THENCE SOUTH 89 DEGREES 32 MINUTES 12 SECONDS EAST ALONG SAID PARALLEL LINE 4.04 FEET TO A LINE 2.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF RIDGE AVENUE; THENCE SOUTH 01 DEGREES 47 MINUTES 46 SECONDS WEST ALONG SAID PARALLEL LINE 4.03 FEET; THENCE SOUTH 43 DEGREES 53 MINUTES 37 SECONDS EAST 2.08 FEET; THENCE SOUTH 02 DEGREES 01 MINUTES 42 SECONDS WEST 69.03 FEET; THENCE SOUTH 01 DEGREES 44 MINUTES 34 SECONDS WEST 48.05 FEET; THENCE SOUTH 01 DEGREES 57 MINUTES 04 SECONDS WEST 79.20 FEET; THENCE SOUTH 02 DEGREES 02 MINUTES 58 SECONDS WEST 48.71 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 50 SECONDS WEST 62.12 FEET; THENCE SOUTH 01 DEGREES 59 MINUTES 37 SECONDS WEST 70.28 FEET; THENCE SOUTH 01 DEGREES 48 MINUTES 14 SECONDS WEST 37.17 FEET; THENCE SOUTH 02 DEGREES 07 MINUTES 04 SECONDS WEST 111.14 FEET TO A LINE 2.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF RIDGE AVENUE AFORESAID; THENCE SOUTH 01 DEGREES 47 MINUTES 34 SECONDS WEST ALONG SAID PARALLEL LINE 215.87 FEET; THENCE SOUTH 08 DEGREES 41 MINUTES 47 SECONDS WEST 0.27 FEET; THENCE SOUTH 07 DEGREES 57 MINUTES 35 SECONDS EAST 28.30 FEET; THENCE SOUTH 26 DEGREES 19 MINUTES 39 SECONDS WEST 8.62 FEET; THENCE SOUTH 08 DEGREES 41 MINUTES 47 SECONDS WEST 29.23 FEET TO A LINE 8.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF RIDGE AVENUE AFORESAID; THENCE SOUTH 08 DEGREES 41 MINUTES 31 SECONDS WEST ALONG SAID PARALLEL LINE 283.88 FEET TO A BEND THEREIN; THENCE CONTINUING SOUTH 08 DEGREES 41 MINUTES 17 SECONDS WEST ALONG SAID PARALLEL LINE 89.41 FEET; THENCE SOUTH 81 DEGREES 08 MINUTES 46 SECONDS EAST 46.28 FEET; THENCE SOUTH 51 DEGREES 27 MINUTES 32 SECONDS EAST 71.30 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 03 SECONDS EAST 111.82 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 14 SECONDS EAST 609.91 FEET TO A LINE 9.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF CLINTON PLACE AFORESAID; THENCE SOUTH 89 DEGREES 18 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE 180.36 FEET; THENCE NORTH 83 DEGREES 32 MINUTES 04 SECONDS EAST 2.01 FEET; THENCE SOUTH 86 DEGREES 09 MINUTES 39 SECONDS EAST 12.27 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 28 SECONDS EAST 228.30 FEET; THENCE NORTH 75 DEGREES 04 MINUTES 16 SECONDS EAST 35.31 FEET TO A LINE 193.93 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF ORRINGTON AVENUE AND THE POINT OF TERMINUS OF SAID CENTERLINE, IN COOK COUNTY, ILLINOIS.

CONTAINING 15,853.7 SQUARE FEET OR 0.364 ACRES, MORE OR LESS.

ORDERED BY: CCSI NETWORKS LLC	CHECKED: -	DRAWN: BSS
ADDRESS: RYAN FIELD, ISABELLA AVE., EVANSTON, IL		
 <b>GREMLEY &amp; BIEDERMANN</b> A DIVISION OF PLCS CORPORATION LICENSE No. 184-005332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM		
ORDER NO. <b>2023-31134-001</b>	DATE: MAY 12, 2023 SCALE: 1 INCH = 60 FEET	PAGE NO. <b>3 OF 3</b>

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#### NOTES:

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

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**Easement Fee Calculation for Resolution 75-R-23  
Proposed Conduit Build for Fiber Optic Cable to NU Athletic Campus**

	<u>Year</u>	<u>Rate/SF</u>	<u>SF</u>	<u>Cost</u>
1	2024	0.780	19629.3	\$15,310.85
2	2025	0.796	19629.3	\$15,617.07
3	2026	0.812	19629.3	\$15,929.41
4	2027	0.828	19629.3	\$16,248.00
5	2028	0.844	19629.3	\$16,572.96
6	2029	0.861	19629.3	\$16,904.42
7	2030	0.878	19629.3	\$17,242.51
8	2031	0.896	19629.3	\$17,587.36
9	2032	0.914	19629.3	\$17,939.11
10	2033	0.932	19629.3	\$18,297.89
11	2034	0.951	19629.3	\$18,663.85
12	2035	0.970	19629.3	\$19,037.12
13	2036	0.989	19629.3	\$19,417.86
14	2037	1.009	19629.3	\$19,806.22
15	2038	1.029	19629.3	\$20,202.35
16	2039	1.050	19629.3	\$20,606.39
17	2040	1.071	19629.3	\$21,018.52
18	2041	1.092	19629.3	\$21,438.89
19	2042	1.114	19629.3	\$21,867.67
20	2043	1.136	19629.3	\$22,305.02
<b>Total Cost =</b>				<b>\$372,013.48</b>

Rate/SF increased 2% per year  
 Cost based on Rate/SF charged to Evanston by MWRD  
 2% increase based on 14 year history of payments to MWRD