

12/20/2016

**4-R-17**

**A RESOLUTION**

**Authorizing the City Manager to Grant an Easement for a Fence at 822 Colfax 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 of Evanston and Carl Lemaine, an individual, for the City to grant an easement for the installation, future maintenance and repair of a fence to be placed along the west side of Noyes Court, abutting the residential property at 822 Colfax Street owned by the requestor, Carl Lemaine. 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  
Elizabeth B. Tisdahl, Mayor

Attest:

Rodney Greene  
Rodney Greene, City Clerk

Adopted: January 9, 2017

**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 \_\_\_\_\_, 2017, by and between the City of Evanston, an Illinois Home Rule Municipal Corporation (“Grantor”), and Carl J. Lemaine, an individual (“Grantee”).

#### RECITALS

**WHEREAS**, the Grantor is the owner of real property used for public sidewalk adjacent to Asbury Avenue and Grantor owns a segment of property that abuts the public sidewalk to the west (“Subject Property”), and

**WHEREAS**, the Grantee owns the residential home with common address of 822 Colfax (P.I.N. 11-07-115-001-0000) (“Grantee’s Property”), which abuts the Subject Property; and

**WHEREAS**, Grantee seeks to install a fence on Grantor’s property for the benefit of the Grantee’s Property as depicted in Exhibit A, Plat of Easement; and

**WHEREAS**, Grantor has no use of the 3.5’ strip of land and agrees to provide Grantee an easement to install the fence 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 an exclusive easement on the Subject Property for twenty (20) years (“Easement Term”).
3. The Easement Premises shall run the entire north – south direction of Noyes Court, and the limits are from the east property line of 822 Colfax extending an additional 3.5 feet

to the east, as legally described on the Plat of Easement attached as Exhibit A. The Easement is 88 feet in length and 3.5 feet wide, for a total easement area of 308 square feet.

4. The total easement fee for the 20-year term is \$5,073.87 , which is based on the easement area size and the Easement Term. This easement fee is payable at the time of execution of this Agreement.
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 Grantor operational issue and Grantor cannot reasonably address the issue presented without disturbing the Easement Premises, the City is entitled to remove the fence temporarily. Grantor is not liable to the Grantee for any damage to the fence. Any re-installation of the existing fence or a new fence must be performed at Grantee's expense. Specifically, Grantee acknowledges that a Grantee owned water main is located in close proximity to the Easement Area. Any water main breaks or repair will result in fence removal to allow City of Evanston crews access to perform the necessary work to the water main.
  - c. Grantee agrees to perform all necessary maintenance and repair to the fence throughout the Easement Term and if applicable, during the renewal easement term.
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 this easement 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**

**Carl J. Lemaine**

By: \_\_\_\_\_

By: \_\_\_\_\_

Wally Bobkiewicz, City Manager

Print: \_\_\_\_\_

**EXHIBIT A**  
**PLAT OF EASEMENT**



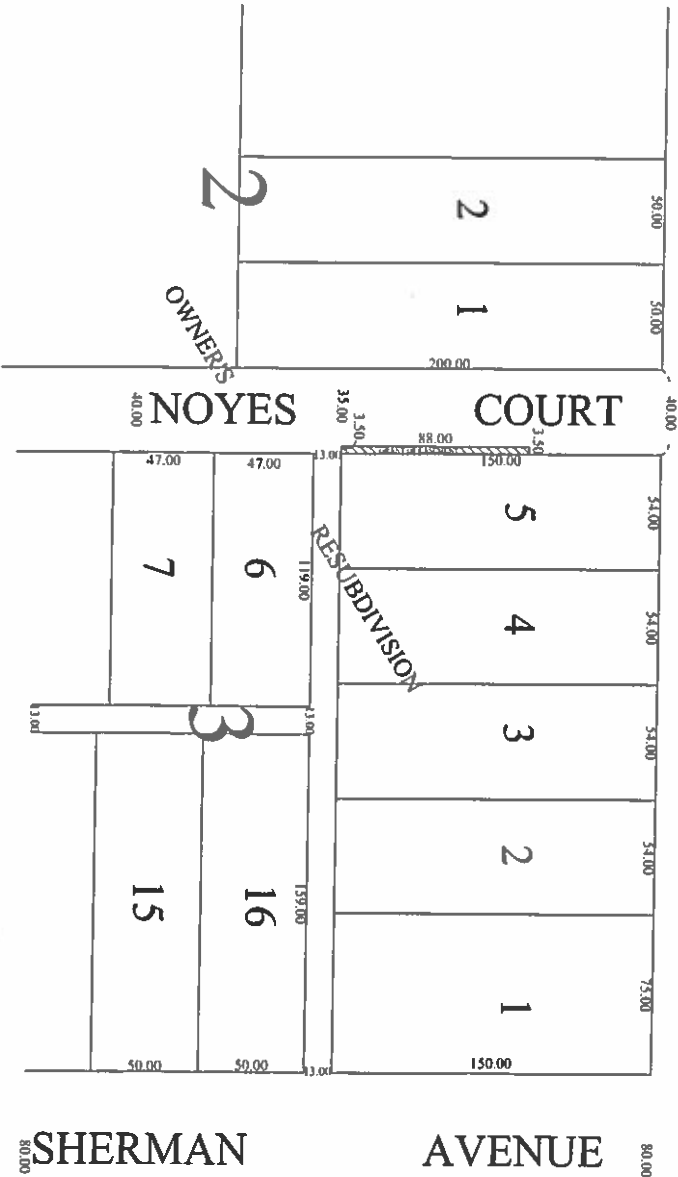
SCALE 1 INCH = 40 FEET  
 0 20 40 60 80

**PLAT OF EASEMENT**  
**SAMBORSKI, MATTIS, INC.**  
**LAND SURVEYORS**

4332 OAKTON STREET, SKOKIE, IL 60076  
 PH: (847) 674-7373 FX: (847) 674-7385

THE EAST 33 FEET OF THE SOUTH 100 FEET OF THAT PART OF NORTH 34 1/2' BY NOYES COURT EAST OF AND ADJOINING LOT 3, BEING NORTH OF THE SOUTHWEST CORNER OF LOT 1 AND EAST OF ALL IN BLOCK 3 OF OWNER'S RESUBDIVISION OF BLOCKS 33 & 6, BERRINGTON ADDITION TO EVANSTON IN SOUTH WEST QUARTER SECTION 7, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**COLFAX STREET**



ORDER NO. 35-16 EASEMENT  
 ORDERED BY: CARL LEKANE

STATE OF ILLINOIS )  
 COUNTY OF COOK ) SS  
 APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_  
 CITY COLLECTOR, EVANSTON, IL

STATE OF ILLINOIS )  
 COUNTY OF COOK ) SS  
 APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_  
 DIRECTOR OF PUBLIC WORKS, EVANSTON, IL

STATE OF ILLINOIS )  
 COUNTY OF COOK ) SS  
 APPROVED AND ACCEPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ PRESIDENT

STATE OF ILLINOIS )  
 COUNTY OF COOK ) SS  
 PLAY OF VACATION APPROVED BY THE ZONING ADMINISTRATOR OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS IN THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

STATE OF ILLINOIS )  
 COUNTY OF COOK ) SS  
 I, MICHAEL J. MATTIS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THE ACCOMPANYING PLAT AND THE NECESSARY OFFICIAL RECORDS FOR THE PURPOSE OF VACATING SAME AS SET FORTH BY STATUTE AND OTHERWISE CERTIFY THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAME.  
 GIVEN UNDER MY HAND AND SEAL AT SKOKIE ILLINOIS THIS 29th DAY OF JULY A.D. 2016

Raymond R. Hinson Illinois Professional Land Surveyor No. 033502942  
 Illinois Professional Land Surveyor Firm No. 184 002 779

\_\_\_\_\_  
 License expires 11/30/2018  
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**Easement Calculation**

12/16/16

Property Address/Owner = 822 Colfax  
Length of Easement = 20 yrs  
Easement Length = 88 ft  
Easement Width = 3.5 ft  
Easement Area = 308 sq ft

year	rate/SF	Year	SF	Cost
2017	0.678	1	308	\$ 208.82
2018	0.692	2	308	\$ 213.00
2019	0.705	3	308	\$ 217.26
2020	0.719	4	308	\$ 221.61
2021	0.734	5	308	\$ 226.04
2022	0.749	6	308	\$ 230.56
2023	0.764	7	308	\$ 235.17
2024	0.779	8	308	\$ 239.87
2025	0.794	9	308	\$ 244.67
2026	0.810	10	308	\$ 249.56
2027	0.826	11	308	\$ 254.56
2028	0.843	12	308	\$ 259.65
2029	0.860	13	308	\$ 264.84
2030	0.877	14	308	\$ 270.14
2031	0.895	15	308	\$ 275.54
2032	0.912	16	308	\$ 281.05
2033	0.931	17	308	\$ 286.67
2034	0.949	18	308	\$ 292.40
2035	0.968	19	308	\$ 298.25
2036	0.988	20	308	\$ 304.22

total cost \$ 5,073.87  
avg annual cost \$ 253.69