

5/12/2017

**33-R-17**

**A RESOLUTION**

**Authorizing the City Manager to Execute an Easement Agreement with Northwestern University for the Installation, Maintenance and Repair of Fiber Optic Cable in Certain portions of City Right-of-Way to Service Northwestern University Properties**

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 Easement Agreement (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.

  
\_\_\_\_\_  
Stephen H. Hagerty, Mayor

Attest:

  
\_\_\_\_\_  
Devon Reid, City Clerk

Adopted: May 22nd, 2017

**EXHIBIT 1**

**EASEMENT AGREEMENT**

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Evanston, an Illinois municipal corporation (the "City") and Northwestern University (the "Northwestern"). Hereinafter, the City and the Northwestern shall be referred to as the "Parties."

### RECITALS

1. The Northwestern has requested permission from 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.
2. 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.
3. The City is willing to allow installation of the Northwestern's fiber optic cable under the City right of way under the terms and conditions of this Agreement.
4. The City and Northwestern have the authorization to execute this Agreement as an exercise of the City's home rule authority and the Northwestern's corporate authority.
5. The City Council enacted Resolution 33-R-17 on May 22, 2017 to authorize the City Manager to negotiate and execute this Agreement.
6. The purposes, powers, rights, objectives, and responsibilities of the City and Northwestern under this Agreement are fully set forth herein.

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, they 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. The City hereby grants to the 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. The City Engineer shall have the authority to approve minor deviations of the route upon written application of the 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.

City hereby grants, conveys, warrants and dedicates to the 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.

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. The Northwestern covenants and agrees in consideration of the grant of said easement to pay the City an easement fee in the amount of \$185,089.65 (One Hundred Eighty-Five Thousand Eighty-Nine Dollars and 65/100) total easement fee for the length of the easement term of 20 (twenty) years, as defined in Section 7 below, the first year fee is payable contemporaneously with Grantee's execution. 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, the 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 include depth information.
- B. A permit for work in the City right-of-way shall be obtained before any work is commenced. The 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 in place, or hereafter placed. 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 said 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 specified

by the City Engineer. 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 the 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 the 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 when such operations would create hazards to traffic or 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. The Northwestern shall, at its own expense, secure and maintain in effect throughout the duration of this contract, 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 the Northwestern, its agents, representatives, employees or subcontractors as specified by City staff to obtain the right-of-way permit.

5. Indemnification. The 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 attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Northwestern or Northwestern's subcontractors, employees, agents or subcontractors 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. The

Northwestern shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. 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 costs and expenses incidental to them, 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.

To the extent permissible by law, Northwestern waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any losses, including any claim by any employee of the Northwestern that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision. The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The Northwestern shall be responsible for any losses 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 the Northwestern of the responsibility for subsequent correction of any such error, omission and/or negligent acts or of its liability for loss or damage resulting therefrom.

All provisions of this Section 6 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 10. This Agreement can be extended upon mutual agreement of City and Northwestern within 60 days prior to the expiration of any term.
7. Northwestern's Installation of City Fibers. The Northwestern agrees to provide single mode fiber strands as new fiber extensions from the Northwestern's fiber lines on Sheridan Road to the two locations listed below for the exclusive use of the City at all times ("City Fibers") at no cost to the City. Each location's fiber run will include locator wire for easy identification and depth measurement. The two locations to be provided with City Fibers are as follows:
  - A. Harley Clarke Mansion, 2603 Sheridan Road, Evanston

B. Evanston Lighthouse; and

Northwestern agrees to include splicing and fiber termination, including resources to assist in the identification of which spare strands from the City's existing network can be spliced into the new fiber extensions. Northwestern shall ensure City Fibers are properly working prior to transfer to the City. A citywide map showing the as-built locations of the City Fibers shall be provided to the City Engineer showing all facilities including hand holes that are located within the City right-of-way.

Legal title to the City Fibers at each location shall be held by the City.

Legal title to all property of the City shall remain with the City, and nothing herein shall be deemed to relinquish City's right, title, interest or control of such property, including public rights of way.

Northwestern shall provide the City with a one (1) year warranty against the City Fiber's unacceptable signal loss once the City Fibers have been integrated or spliced into the City's fiber network.

8. 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.
9. Remedies. Any material violation by the 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 the Northwestern in writing, the condition or act on which the violation is charged, and the 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 the Northwestern, the Northwestern shall have a reasonable time thereafter to make said correction.
10. Removal upon Termination. Upon termination of the privileges herein granted, by lapse of time or otherwise, if ordered by the City Engineer, the 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 said Northwestern to remove the System, the City shall have the choice of either performing said work and charging the cost thereof to the Northwestern or determining that said work shall be performed by a contractor, and billing the Northwestern for the costs of said contract. The cost incurred by the City in such system removal shall be properly

paid by the Northwestern within twenty-one (21) days after a bill for costs is deposited in the mail or presented to the Northwestern, or the City may proceed against the surety bond of the Northwestern or pursue any other remedies provided by law.

11. Abandonment of Facilities. Upon abandonment of a facility within the rights-of-way of the City, the Northwestern shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the 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 the Northwestern to remove it, by giving notice of abandonment to the City, the 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 the Northwestern’s facilities after the abandonment notification is sent, the Northwestern will have no further costs associated with removal or alteration of the facilities.
12. 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 the Northwestern begins to furnish dial-tone services originating within the City of Evanston the 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. The Northwestern shall notify the City, in writing, at least sixty (60) days prior to providing any such telecommunications services.
13. 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  
                                                   Fax: (847) 448-8093

If to the Northwestern:            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.

14. Assignability. The Parties agree that this Agreement and the rights granted hereunder shall inure to the benefit of Northwestern, its successors, and agents. The 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 the Northwestern may assign or transfer the Northwestern's interest in this Agreement to a person controlling, controlled by or under common control with the 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 the Northwestern from its obligations hereunder without a separate written release by the City.
15. Binding Effect. This Agreement shall be binding on the parties, their successors, heirs and assigns.
16. 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.
17. 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,

NORTHWESTERN UNIVERSITY

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

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

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

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

Its: City Manager

Its: \_\_\_\_\_

**EXHIBIT A**  
**PLATS OF EASEMENT**

# PLAT of EASEMENT

**LEGAL DESCRIPTION:**

A 5 FOOT WIDE STRIP OF LAND FALLING IN PARTS OF CENTRAL STREET AND ORRINGTON AVENUE IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 13 EAST AND ALSO IN THE TRACTORIAL NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD RANGE, WOODROW, THE CENTER LINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF CENTRAL STREET, 124.13 FEET EAST OF THE EAST LINE OF ORRINGTON AVENUE, THENCE SOUTH 74 NORTH 48.23 FEET; THENCE WEST ALONG THE WEST LINE OF ORRINGTON AVENUE AND PARALLEL TO THE NORTH LINE OF CENTRAL STREET A DISTANCE OF 108.45 FEET; THENCE SOUTHWESTERLY OF THE EAST LINE OF 19.57 FEET TO A POINT OF INTERSECTION OF THE EAST LINE OF ORRINGTON AVENUE EXTENDED SOUTH WITH A LINE 52.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF CENTRAL STREET; THENCE WEST ALONG A LINE 52.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF CENTRAL STREET A DISTANCE OF 67.80 FEET TO POINT 1220 FEET EAST OF THE WEST LINE OF ORRINGTON AVENUE EXTENDED NORTH; THENCE SOUTHWESTERLY A DISTANCE OF 34.87 FEET TO A POINT 20.04 FEET EAST OF THE WEST LINE OF ORRINGTON AVENUE AND 19.93 FEET SOUTH OF THE SOUTH LINE OF CENTRAL STREET EXTENDED EAST; THENCE SOUTH A DISTANCE OF 111.04 FEET TO A POINT 20.42 FEET EAST OF THE WEST LINE OF ORRINGTON AVENUE AND 130.97 FEET SOUTH OF THE SOUTH LINE OF CENTRAL STREET EXTENDED EAST; THENCE SOUTHWESTERLY A DISTANCE OF 20.78 FEET TO A POINT OF TERMINUS ON THE WEST LINE OF ORRINGTON AVENUE WHICH IS 134.92 FEET SOUTH OF THE INTERSECTION OF THE WEST LINE OF ORRINGTON AVENUE WITH THE SOUTH LINE OF CENTRAL STREET, ALL IN COOK COUNTY, ILLINOIS.

SUBMITTED BY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. H. SUHR & COMPANY, INC.**

REGISTERED SURVEYORS

140 CENTER AVENUE, EVANSTON, ILL. 60120  
 CHICAGO TEL. (773) 734-4111 / EVANSTON TEL. (847) 864-4115  
 WWW.BHSURV.COM / E-MAIL: SURVEY@BHSURV.COM

OWNER: CENTRAL & ORRINGTON CORP. NO. 17-43-D

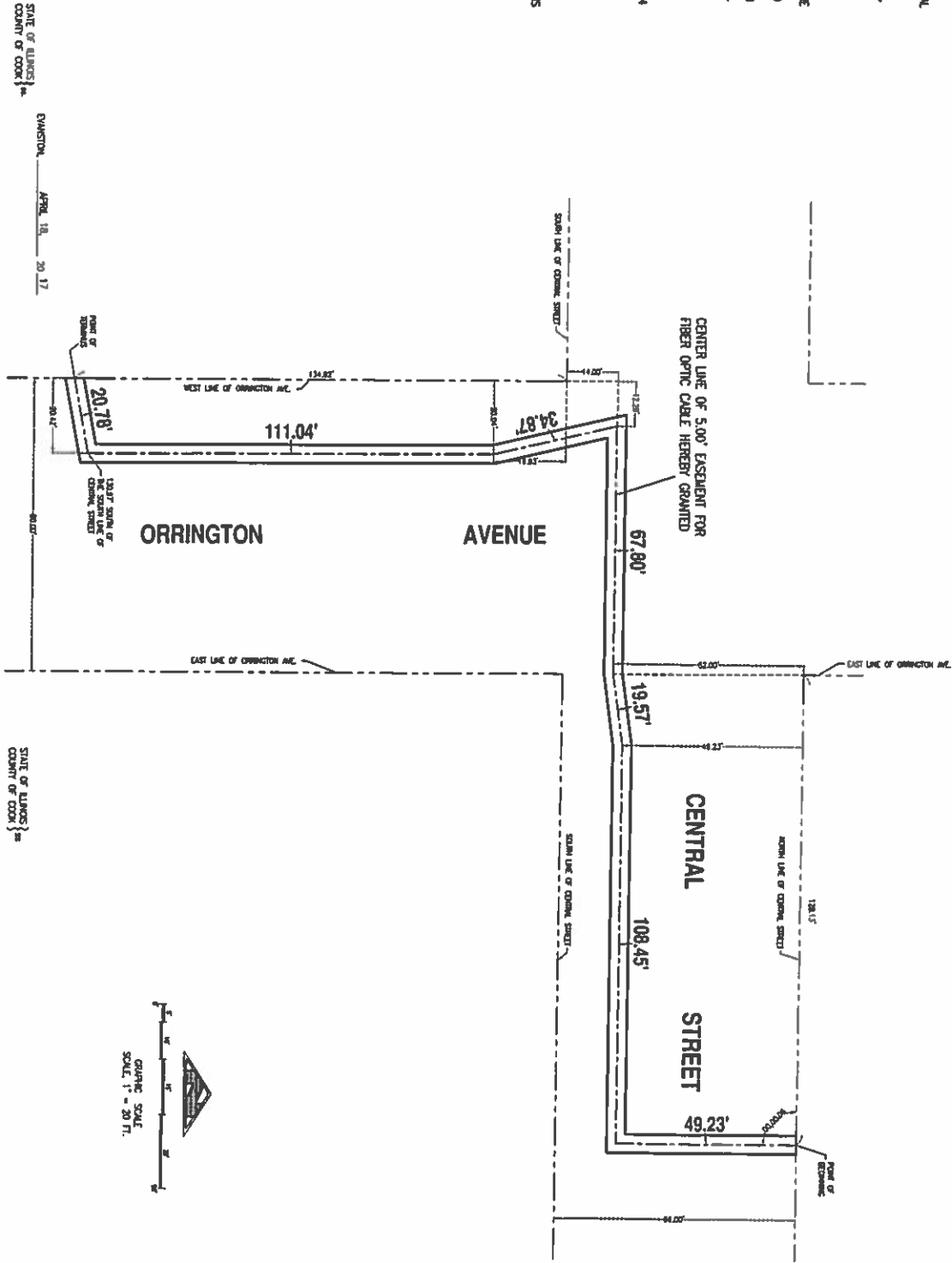
DRAWN BY: SPENCER & FISHER

DATE: APRIL 18, 2017

STATE OF ILLINOIS

REGISTERED SURVEYORS

2121 N. LAKE STREET, EVANSTON, ILL. 60120



STATE OF ILLINOIS }  
 COUNTY OF COOK } ss

By: B. H. Suhr & Co., Inc. do hereby certify that we have prepared this plat in accordance with the laws of Illinois, for the purpose of granting a fiber optic cable easement as shown herein.

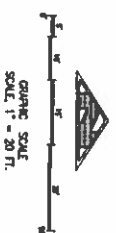
B. H. SUHR & COMPANY, INC.



STATE OF ILLINOIS }  
 COUNTY OF COOK } ss

Approved and accepted by the City Council of the City of Evanston, Cook County, Illinois on the day of \_\_\_\_\_ 20\_\_

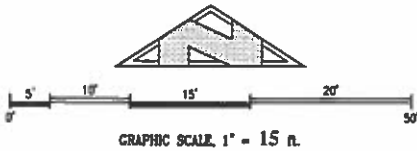
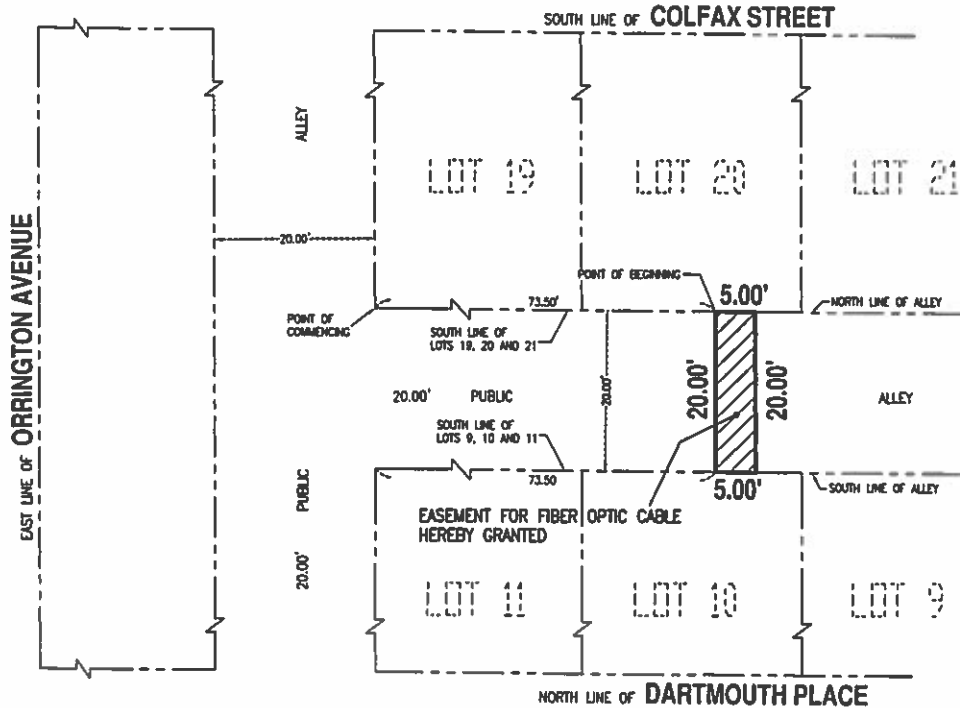
By: \_\_\_\_\_ City Clerk, Evanston, Illinois



# PLAT of EASEMENT

**LEGAL DESCRIPTION:**

THAT PART OF THE EAST-WEST ALLEY IN BLOCK 87 IN NORTHWESTERN UNIVERSITY SUBDIVISION OF PART OF FRACTIONAL SECTIONS 7 AND 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHWEST CORNER OF LOT 19 IN SAID BLOCK; THENCE EAST, ALONG THE SOUTH LINE OF LOTS 19 AND 20, 73.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST, ALONG SAID SOUTH LINE, 5.00 FEET; THENCE SOUTH 20.00 FEET TO A POINT ON THE NORTH LINE OF LOTS 10 AND 11 IN SAID BLOCK BEING 78.50 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 11; THENCE WEST, ALONG THE NORTH LINE OF SAID LOTS 10 AND 11 A DISTANCE OF 5.00 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS }  
 COUNTY OF COOK }

Approved and accepted by the City Council of the City of Evanston, Cook County, Illinois on the day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
 City Clerk, Evanston, Illinois

EVANSTON, APRIL 18, 20 17

STATE OF ILLINOIS }  
 COUNTY OF COOK }

We, B. H. Suhr & Co., Inc., do hereby certify that we have prepared this plat of easement from existing plats and plans, for the purpose of granting a fiber optic cable easement as shown hereon.

B.H. SUHR & COMPANY, INC.  
 SURVEYORS

By:   
 Raymond R. Hansen  
 Illinois Professional Land Surveyor No. 036-002542  
 License Expiration Date 11/30/18



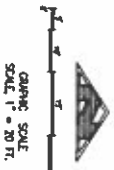
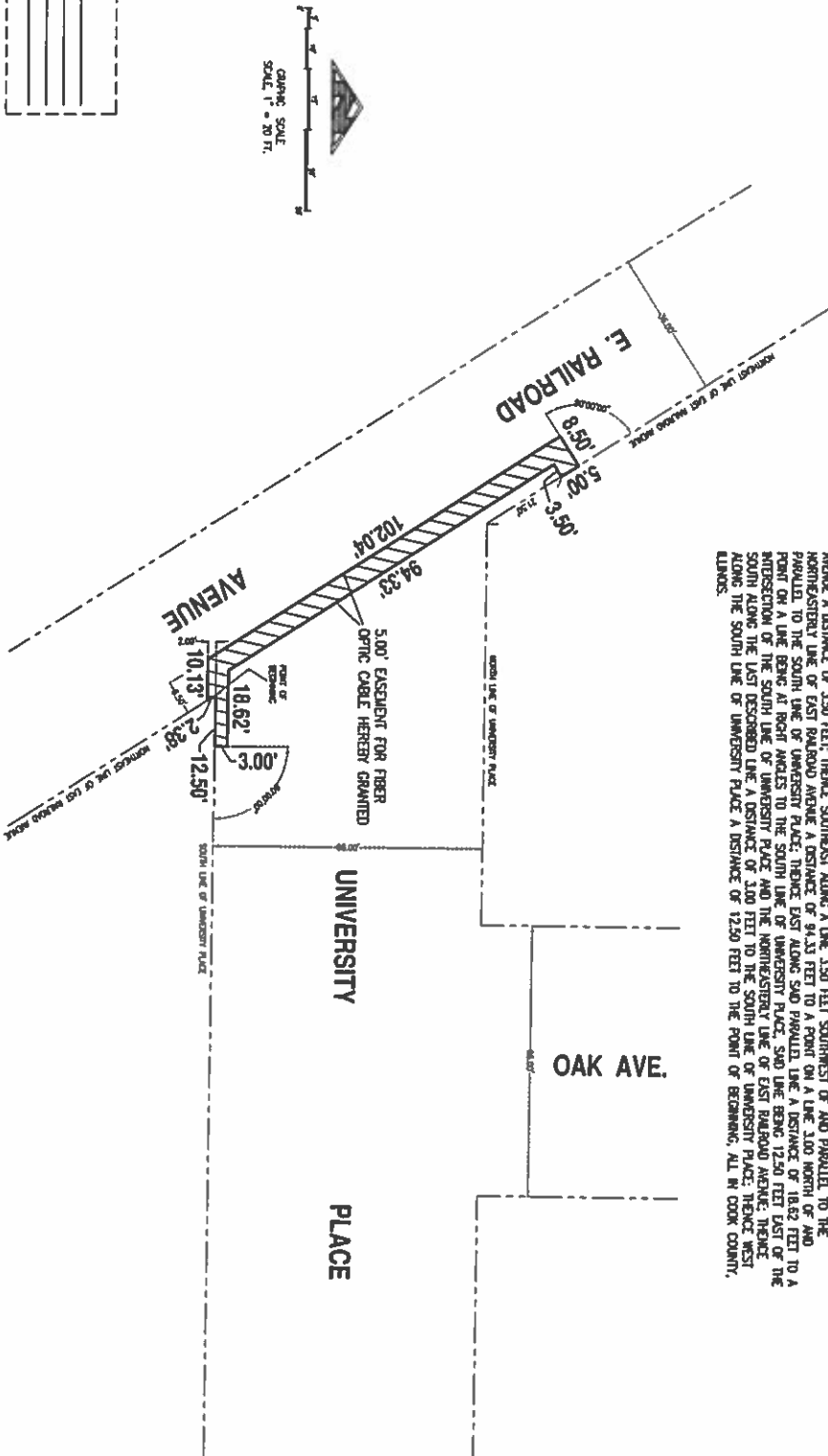
SUBMITTED BY :  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. H. SUHR & COMPANY, INC.**  
 SURVEYORS ESTABLISHED 1911  
 840 CUSTER AVENUE, EVANSTON, ILLINOIS 60202  
 CHICAGO TEL. (773) 273-3315 / EVANSTON TEL. (847) 864-6315  
 WWW.BHSUHR.COM / E-MAIL: SURVEYOR@BHSUHR.COM  
 LOCATION 624 COLFAX/625 DARTMOUTH ORDER No. 17-43-A  
 ORDERED BY: SPENCER FOSTER  
 EVANSTON, APRIL 18, 20 17

R. R. HANSEN MEMBER: I.P.L.S.A. A.C.S.M., N.E.P.A. Professional Design Firm License No. 104-022871 RRI:39

# PLAT of EASEMENT

A STRIP OF LAND LYING IN PARTS OF EAST RAILROAD AVENUE AND UNIVERSITY PLACE IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF UNIVERSITY PLACE AND THE NORTHEASTERN LINE OF EAST RAILROAD AVENUE; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERN LINE OF EAST RAILROAD AVENUE A DISTANCE OF 2.28 FEET TO A POINT ON A LINE 2.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF UNIVERSITY PLACE; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 10.13 FEET TO A POINT ON A LINE 8.50 FEET SOUTHWEST OF AND PARALLEL TO THE NORTHEASTERN LINE OF EAST RAILROAD AVENUE; THENCE NORTHWEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 102.04 FEET TO A POINT ON A LINE BEING AT RIGHT ANGLES TO THE NORTHEASTERN LINE OF EAST RAILROAD AVENUE AND THE NORTH LINE OF UNIVERSITY PLACE; THENCE SOUTHWEST ALONG SAID NORTHEASTERN LINE OF EAST RAILROAD AVENUE A DISTANCE OF 94.33 FEET TO THE NORTHEASTERN LINE OF EAST RAILROAD AVENUE; THENCE SOUTHWEST ALONG SAID NORTHEASTERN LINE OF EAST RAILROAD AVENUE A DISTANCE OF 5.00 FEET; THENCE SOUTHWEST AT RIGHT ANGLES TO THE NORTHEASTERN LINE OF EAST RAILROAD AVENUE A DISTANCE OF 1.95 FEET; THENCE SOUTHWEST ALONG A LINE 1.50 FEET SOUTHWEST OF AND PARALLEL TO THE NORTHEASTERN LINE OF EAST RAILROAD AVENUE A DISTANCE OF 94.33 FEET TO A POINT ON A LINE 1.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF UNIVERSITY PLACE; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 18.82 FEET TO A POINT ON A LINE BEING AT RIGHT ANGLES TO THE SOUTH LINE OF UNIVERSITY PLACE; SAID LINE BEING 12.50 FEET EAST OF THE INTERSECTION OF THE SOUTH LINE OF UNIVERSITY PLACE AND THE NORTHEASTERN LINE OF EAST RAILROAD AVENUE; THENCE SOUTH ALONG THE LAST DESCRIBED LINE A DISTANCE OF 1.00 FEET TO THE SOUTH LINE OF UNIVERSITY PLACE; THENCE WEST ALONG THE SOUTH LINE OF UNIVERSITY PLACE A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.



SUBMITTED BY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. H. SUHR & COMPANY, INC.**

146 CLUSTER BAYVIEW GARDENS UNIT  
 CHICAGO TEL. (773) 213-4111 / EVANSTON TEL. (847) 844-4115  
 WWW.BHSC.COM / CADRUS SURVEYING@BHSC.COM  
 OWNER: UNIVERSITY N. & L. RAILROAD CO. MAP NO. 17-41-C  
 DATED BY: STONER & FOSTER  
 APRIL 18, 20 17

B. H. SUHR & COMPANY, INC. 146 CLUSTER BAYVIEW GARDENS UNIT CHICAGO TEL. (773) 213-4111 / EVANSTON TEL. (847) 844-4115 WWW.BHSC.COM / CADRUS SURVEYING@BHSC.COM

STATE OF ILLINOIS  
 COUNTY OF COOK

By: B. H. Suhr & Co., Inc., do hereby certify that we have prepared this plat of land in conformity with the laws of the State of Illinois and the rules and regulations of the Board of Surveyors of Cook County, Illinois, for the purpose of granting a fiber optic cable easement to Union Pacific.

B. H. SUHR & COMPANY, INC.  
 146 CLUSTER BAYVIEW GARDENS UNIT  
 CHICAGO, ILLINOIS 60641  
 License No. 12/29/15



STATE OF ILLINOIS  
 COUNTY OF COOK

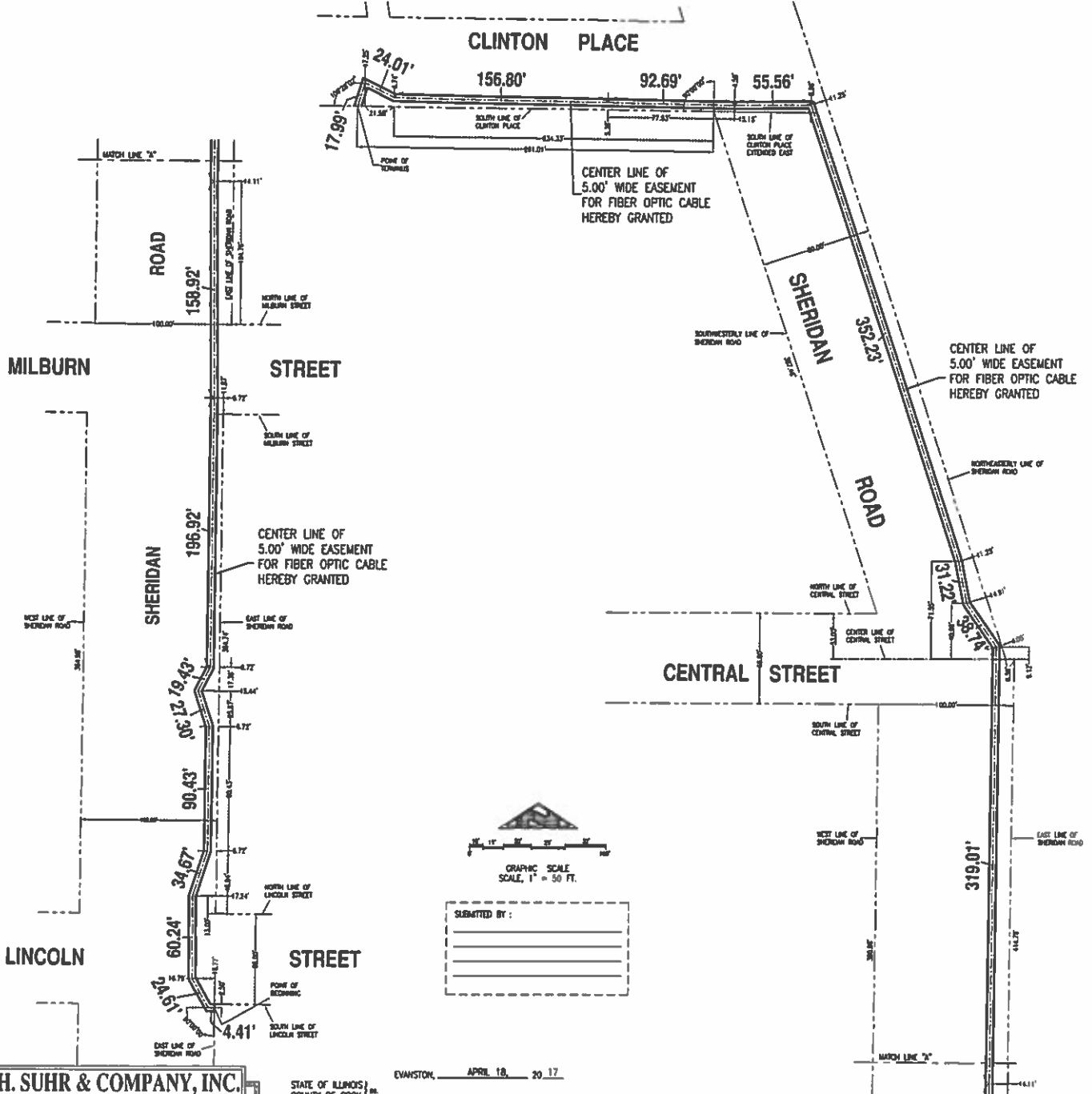
Approved and accepted by the City Council of the City of Evanston, Cook County, Illinois on the day of \_\_\_\_\_ 20 \_\_\_\_

By: \_\_\_\_\_  
 City Clerk, Evanston, Illinois

# PLAT of EASEMENT

**LEGAL DESCRIPTION:**

A 5 FOOT WIDE STRIP OF LAND LYING IN A PORTION OF SHERIDAN ROAD AND CLINTON PLACE IN THE FRACTIONAL NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE CENTER LINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT ON THE EAST LINE OF SHERIDAN ROAD 2.50 FEET SOUTH OF THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF LINCOLN STREET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE OF SHERIDAN ROAD A DISTANCE OF 4.41 FEET; THENCE NORTHWEST A DISTANCE OF 24.81 FEET TO A POINT WHICH IS 18.79 FEET WEST OF THE EAST LINE OF SHERIDAN ROAD EXTENDED NORTH AND 18.77 FEET NORTH OF THE SOUTH LINE OF LINCOLN STREET EXTENDED WEST; THENCE NORTH A DISTANCE OF 60.24 FEET TO A POINT WHICH IS 17.24 FEET WEST OF THE EAST LINE OF SHERIDAN ROAD AND 13.00 FEET NORTH OF THE NORTH LINE OF LINCOLN STREET EXTENDED WEST; THENCE NORTHEAST A DISTANCE OF 34.67 FEET TO A POINT WHICH IS 6.72 FEET WEST OF THE EAST LINE OF SHERIDAN ROAD AND 48.04 FEET NORTH OF THE NORTH LINE OF LINCOLN STREET EXTENDED WEST; THENCE NORTH ALONG A LINE 6.72 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SHERIDAN ROAD A DISTANCE OF 90.43 FEET; THENCE NORTHWEST A DISTANCE OF 27.30 FEET TO A POINT WHICH IS 13.44 FEET WEST OF THE EAST LINE OF SHERIDAN ROAD AND 182.34 FEET NORTH OF THE NORTH LINE OF LINCOLN STREET EXTENDED WEST; THENCE NORTHEAST A DISTANCE OF 18.43 FEET TO A POINT 6.72 FEET WEST OF THE EAST LINE OF SHERIDAN ROAD AND 179.70 FEET NORTH OF THE NORTH LINE OF LINCOLN STREET EXTENDED WEST; THENCE NORTH ALONG A LINE 6.72 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SHERIDAN ROAD A DISTANCE OF 198.82 FEET TO A POINT ON SAID PARALLEL LINE WHICH IS 11.87 FEET NORTH OF THE SOUTH LINE OF MILBURN STREET EXTENDED WEST; THENCE NORTHERLY A DISTANCE OF 318.01 TO A POINT 8.12 FEET NORTH OF THE CENTER LINE OF CENTRAL STREET EXTENDED EAST AND 4.05 FEET SOUTHWEST OF THE NORTHEASTERLY LINE OF SHERIDAN ROAD; THENCE NORTHWEST A DISTANCE OF 30.74 FEET TO A POINT 40.88 FEET NORTH OF THE CENTER LINE OF CENTRAL STREET EXTENDED EAST AND 14.91 FEET SOUTHWEST OF THE NORTHEASTERLY LINE OF SHERIDAN ROAD; THENCE NORTHERLY A DISTANCE OF 31.22 FEET TO A POINT 71.50 FEET NORTH OF THE CENTER LINE OF CENTRAL STREET EXTENDED EAST AND 11.25 FEET SOUTHWEST OF THE NORTHEASTERLY LINE OF SHERIDAN ROAD; THENCE NORTHWEST ALONG A LINE 11.25 FEET SOUTHWEST OF AND PARALLEL TO THE NORTHEASTERLY LINE OF SHERIDAN ROAD A DISTANCE OF 32.23 FEET TO POINT 5.88 FEET NORTH OF THE SOUTH LINE OF CLINTON PLACE EXTENDED EAST; THENCE WEST A DISTANCE OF 92.88 FEET TO A POINT 5.38 FEET NORTH OF THE SOUTH LINE OF CLINTON PLACE AND 77.53 FEET WEST (AT RIGHT ANGLES TO THE SOUTH LINE OF CLINTON PLACE) OF THE INTERSECTION OF THE SOUTH LINE OF CLINTON PLACE WITH THE SOUTHWESTERLY LINE OF SHERIDAN ROAD; THENCE WEST A DISTANCE OF 158.80 FEET TO A POINT 6.74 FEET NORTH OF THE SOUTH LINE OF CLINTON PLACE AND 234.33 FEET WEST (AT RIGHT ANGLES TO THE SOUTH LINE OF CLINTON PLACE) OF THE INTERSECTION OF THE SOUTH LINE OF CLINTON PLACE WITH THE SOUTHWESTERLY LINE OF SHERIDAN ROAD; THENCE NORTHWEST A DISTANCE OF 24.01 FEET TO A POINT 17.25 FEET NORTH OF THE SOUTH LINE OF CLINTON PLACE AND 253.91 FEET WEST (AT RIGHT ANGLES TO THE SOUTH LINE OF CLINTON PLACE) OF THE INTERSECTION OF THE SOUTH LINE OF CLINTON PLACE WITH THE SOUTHWESTERLY LINE OF SHERIDAN ROAD; THENCE SOUTHWEST A DISTANCE OF 17.99 FEET TO A POINT OF TERMINUS BEING A POINT ON THE SOUTH LINE OF CLINTON PLACE 281.01 FEET WEST OF THE INTERSECTION OF THE SOUTH LINE OF CLINTON PLACE WITH THE SOUTHWESTERLY LINE OF SHERIDAN ROAD, ALL IN COOK COUNTY, ILLINOIS.



SUBMITTED BY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. H. SUHR & COMPANY, INC.**  
 SURVEYORS ESTABLISHED 1911  
 848 CUSTER AVENUE, EVANSTON, ILLINOIS 60122  
 CHICAGO TEL. (773) 273-8315 / EVANSTON TEL. (847) 864-4318  
 WWW.BHSUHR.COM / E-MAIL: SUHVYOR@BHSUHR.COM  
 LOCATION: SHERIDAN/LINCOLN-CLINTON PROJECT No. 17-45-B  
 ORDERED BY: SPENCER & FOSTER  
 DATED: APRIL 18, 20 17

EVANSTON, APRIL 18, 20 17

STATE OF ILLINOIS }  
 COUNTY OF COOK }

We, B. H. Suhr & Co., Inc. do hereby certify that we have prepared this plat of easement from existing plots and plans, for the purpose of granting a fiber optic cable easement as shown hereon.

B.H. SUHR & COMPANY, INC.  
 SURVEYORS

By: *[Signature]*  
 Raymond R. Hansen  
 Illinois Professional Land Surveyor No. 020-00544  
 License Expiration Date 11/28/19



STATE OF ILLINOIS }  
 COUNTY OF COOK }

Approved and accepted by the City Council of the City of Evanston, Cook County, Illinois on the day of \_\_\_\_\_ 20 \_\_\_\_

By: \_\_\_\_\_  
 City Clerk, Evanston, Illinois