

9/24/2018

**75-R-18**

**A RESOLUTION**

**Authorizing the City Manager to Execute an Easement Agreement for  
a Fence on McCormick Boulevard that Abuts Residential Property  
Owned by Robert A. Alps**

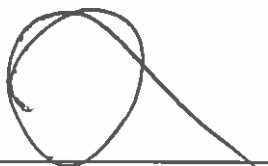
NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
EVANSTON, COOK COUNTY, ILLINOIS, THAT:

**SECTION 1:** The City Manager is hereby authorized to execute the  
Easement Agreement with Robert A. Alps, 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 75-R-18 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

Adopted: October 8, 2018

  
Stephen H. Hagerty, Mayor

Approved to form:

  
Michelle L. Masoncup, Corporation Counsel

**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 \_\_\_\_\_, 2018, by and between the City of Evanston, an Illinois Home Rule Municipal Corporation (“Grantor”), and Robert A. Alps, an individual (“Grantee”).

#### RECITALS

**WHEREAS**, the Grantor is the owner of real property used for a public right-of-way commonly known as McCormick Boulevard (“Subject Property”); and

**WHEREAS**, the Grantee owns the residential home with common address of 2222 Simpson Street (P.I.N. 10-13-102-017-0000) (“Grantee’s Property”), which abuts the Subject Property; and

**WHEREAS**, Grantee installed a fence on Grantor’s property on or about 1985 for the benefit of the Grantee’s Property as depicted in Exhibit A, Plat of Easement, and the fence is deteriorated and seeks to install a new fence in the same location; and

**WHEREAS**, Grantor has no use of the 3’ strip of land and agrees to provide Grantee an easement to replace 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 fifty (50) years (“Easement Term”).

3. The Easement Premises shall run on the northern section of McCormick Boulevard, as legally described on the Plat of Easement attached as Exhibit A. The Easement is 190 feet in length and 3 feet wide, for a total easement area of 570 square feet.
4. The Grantor will not assess an easement fee for the 50-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 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.
6. 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.
7. 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.

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 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**

**Robert A. Alps**

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

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

Wally Bobkiewicz, City Manager

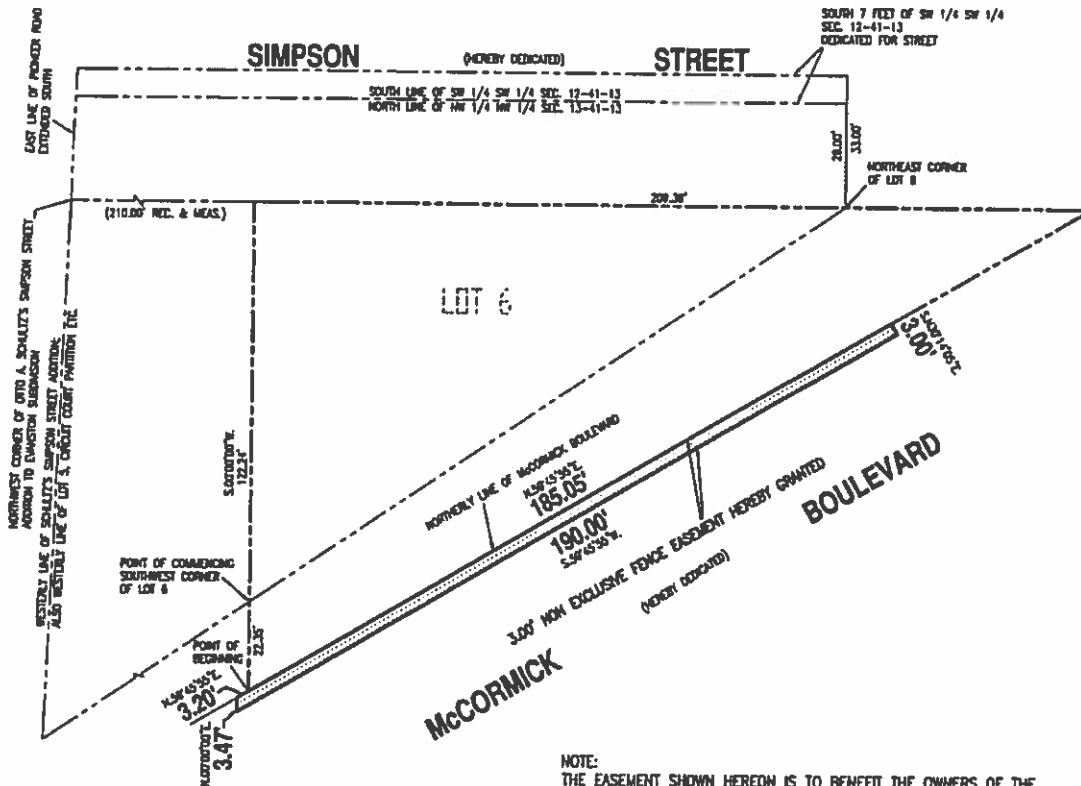
Print: \_\_\_\_\_

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

# PLAT of EASEMENT

**Legal Description:**

A 3.0 FOOT STRIP OF LAND, BEING PART OF McCORMICK BOULEVARD IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 6 IN OTTO SCHULTZ'S SIMPSON STREET ADDITION TO EVANSTON IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13 AFORESAID; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 6, HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, A DISTANCE OF 22.35 FEET TO THE NORTHERLY LINE OF McCORMICK BOULEVARD RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE NORTH 59 DEGREES, 45 MINUTES, 55 SECONDS EAST ALONG SAID NORTHERLY LINE OF McCORMICK BOULEVARD RIGHT OF WAY A DISTANCE OF 185.05 FEET; THENCE SOUTH 30 DEGREES 14 MINUTES 05 SECONDS EAST A DISTANCE OF 3.0 FEET; THENCE SOUTH 59 DEGREES 45 MINUTES 55 SECONDS WEST A DISTANCE OF 190.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 3.47 FEET TO SAID NORTHERLY LINE OF McCORMICK BOULEVARD RIGHT OF WAY; THENCE NORTH 59 DEGREES, 45 MINUTES, 55 SECONDS EAST ALONG SAID NORTHERLY LINE OF McCORMICK BOULEVARD RIGHT OF WAY A DISTANCE OF 3.20 FEET TO THE POINT OF BEGINNING.



NOTE:  
THE EASEMENT SHOWN HEREON IS TO BENEFIT THE OWNERS OF THE PROPERTY COMMONLY KNOWN AS 2222 SIMPSON STREET, EVANSTON, ILLINOIS.

STATE OF ILLINOIS } ss  
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

NORTHBROOK \_\_\_\_\_ AUGUST 16, 20 18

STATE OF ILLINOIS } ss  
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 non exclusive fence easement as shown hereon.

B. H. SUHR & COMPANY, INC.  
SURVEYORS

By: \_\_\_\_\_  
Raymond R. Hansen  
Illinois Professional Land Surveyor No. 020-002542  
License Expiration Date 11/30/18



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

**B. H. SUHR & COMPANY, INC.**  
SURVEYORS ESTABLISHED 1911  
458 SKOKIE BLVD. SUITE 105, NORTHBROOK, ILL. 60062  
TEL. (847) 864-6315 / FAX (847) 864-9341  
E-MAIL: SURVEYOR@BHSUHR.COM

LOCATION: 2222 SIMPSON ST. ORDER No. 18-154  
NORTHBROOK, AUGUST 16, 20 18  
ORDERED BY: BOB ALPS

R. R. HANSEN MEMBER I.P.L.S.A. I.L.S.P.S. Professional Design Firm License No. 194-000871 JR