

3/16/99

32-0-99

AN ORDINANCE

Authorizing City Manager to
Enter Into an Easement Agreement With
the 1880 OAK LLC
for a Subsurface Footings Encroachment in the
1880 Block of Oak Avenue

WHEREAS, 1880 OAK LLC will no later than April 30 acquire the property legally described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "1880 Land"); and

WHEREAS, 1880 OAK LLC intends to build an office building (hereinafter referred to as the "Building") on the 1880 Land; and

WHEREAS, the weight of the Building is such that underground vertical load supports commonly known as footing(s), are necessary to support the Building; and

WHEREAS, footings distribute the weight of the building to a depth at which the density of the soil provides the needed bearing capacity; and

WHEREAS, footings are rectilinear objects of the type called "spread footings"; and

WHEREAS, one footing will be located so as to encroach on a portion of the City of Evanston's public right-of-way within the real estate legally described on Exhibit "B" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Easement Parcel"); and

WHEREAS, City of Evanston and 1880 OAK LLC are desirous of entering into an easement agreement providing for the aforescribed encroachment of the footing on the public right-of-way,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized and directed to sign the easement agreement marked as Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions as are in the best interest of the City.

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: That this ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced March 22, 1999

Adopted: March 29, 1999

Approved: April 6, 1999

Lorraine A. Marten
Mayor

ATTEST:

Mary D. Harris
City Clerk

Approved as to form:
[Signature]
Corporation Counsel

EXHIBIT A

PARCEL 1:

THE WEST 10.0 FEET OF LOT 10 IN BLOCK 1 IN THE CIRCUIT COURT PARTITION OF LOT 22 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 11 AND 12 IN BLOCK 1 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 1 (EXCEPT THE WEST 5 FEET LYING NORTH OF THE ALLEY CREATED BY CASE NO. 54770 IN COUNTY COURT), IN OWNER'S SUBDIVISION OF LOT 21 IN COUNTY CLERK'S DIVISION OF LANDS IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE WEST 5 FEET OF THAT PART OF LOT 1 LYING NORTH OF THE NORTH 16 FEET OF THE SOUTH 27.50 FEET TAKEN FOR ALLEY IN CASE NO. 54770 IN COUNTY COURT AND THE SOUTH 10 FEET OF THE WEST 45 FEET OF LOT 2 AND THE NORTH 15.65 FEET OF LOT 3 (EXCEPT THAT PART OF THE NORTH 15.65 FEET OF SAID LOT 3 LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3 AFORESAID 12.26 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH TO A POINT IN THE SOUTHWESTERLY LINE OF LOT 3 AFORESAID 23 FEET SOUTHEASTERLY OF SAID NORTHWEST CORNER OF SAID LOT 3) IN OWNER'S SUBDIVISION OF LOT 21 IN COUNTY CLERK'S DIVISION OF LANDS IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE EAST 35 OF LOT 2 IN OWNERS SUBDIVISION OF LOT 21 IN COUNTY CLERK'S DIVISION IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO

THE MAP THEREOF RECORDED APRIL 23, 1900 IN BOOK 78 OF PLATS, PAGE 34, AS DOCUMENT NUMBER 2951406, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF LOT 3 IN OWNERS SUBDIVISION OF LOT 21 IN COUNTY CLERK'S DIVISION INT HE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 24 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 3; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 3 TO RAILROAD AVENUE; THENCE NORTHWESTERLY 45 FEET; THENCE EAST ON A LINE PARALLEL WITH SAID NORTH LINE OF LOT 3 TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH TO THE POINT OF BEGINNING (EXCEPT THE NORTH 3.5 FEET OF THE SOUTH 27.5 FEET (MEASURED ON THE EAST LINE) OF SAID LOT 3 IN OWNERS RESUBDIVISION AS CONVEYED BY QUIT CLAIM DEED FROM GEORGETTE PRIESTLY AND JOHN E. PRIESTLY, HER HUSBAND TO THE CITY OF EVANSTON DATED MAY 3, 1928, AND RECORDED MAY 7, 1928 AS DOCUMENT NUMBER 10014645), IN COOK COUNTY, ILLINOIS.

PIN NUMBERS

11-18-112-003
11-18-112-006
11-18-112-008
11-18-112-009
11-18-112-030
11-18-112-031

Exhibit B
Subsurface Footings Encroachment on the Public Way
Ninety-Nine Year Easement

This Easement Agreement is made and entered into this _____ day of _____, 1999, by and between the CITY OF EVANSTON, Cook County, Illinois, an Illinois municipal corporation (hereinafter referred to as "Grantor") and 1800 OAK LLC, an Illinois limited liability company (hereinafter referred to as "Grantee"):

WHEREAS, Grantee has acquired the property legally described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "1800 Land"); and

WHEREAS, Grantee intends to build an office building (hereinafter referred to as the "Building") on the 1800 Land; and

WHEREAS, the weight of the Building is such that underground vertical load supports commonly known as footing(s), are necessary to support the Building; and

WHEREAS, footings distribute the weight of the building to a depth at which the density of the soil provides the needed bearing capacity; and

WHEREAS, footings are rectilinear objects of the type called "spread footings"; and

WHEREAS, one footing will be located so as to encroach on a portion of the Grantor's public right-of-way within the real estate legally described on Exhibit "B" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Easement Parcel").

WHEREAS, Grantor and Grantee are desirous of entering into an easement agreement providing for the aforescribed encroachment of the footing on the public right-of-way.

NOW, THEREFORE, in consideration of the foregoing recitals, the various covenants herein, and the sum of one dollar (\$1.00) and the other good and valuable consideration, receipt of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. Grantor hereby grants and conveys to Grantee, its successors, grantees, agents, and assigns, a perpetual easement appurtenant to the 1800 Land to install maintain, operate, replace, and remove the aforescribed footing within the Easement Parcel.

2. The Grantor expressly retains its interest in and right to the use and occupation of the Easement Parcel subject to the easement rights herein granted.

3. The grant of easement gives Grantee no surface or above-surface rights, provided that Grantee may carry out such surface, above surface, and subsurface work as may be necessary to effectuate the purpose of this easement.

4. Grantee will obtain all required permits at its own expense.

5. Grantee may occupy the public right-of-way to effectuate the purpose of this easement, provided that Grantee will schedule all work related to the footings in such a manner and at such times as to cause minimum disruption to the flow of traffic. Grantee shall not obstruct the public right-of-way without first having notified the City's Engineering Division as to the date and time during which said obstruction will exist and without first having obtained the City's Engineers' consent to said closing, which consent shall not be unreasonably withheld.

6. Grantee will promptly, after footings placement is completed, restore the surface to its pre-placement condition, including any repaving which may be associated therewith. All such restoration is to be done at Grantee's sole expense and in compliance with all applicable legislation.

7. At the termination of this easement, Grantee shall, at the City's option, be required to remove the encroachments at its own expense and restore the easement property and surface.

8. Grantee, its successors, grantees, agents and assigns, by acceptance of this Easement, shall indemnify and save harmless the Grantor against any and all loss, damage, claims, injuries, deaths and cost expenses caused by, arising out of, or alleged to arise out of this Easement, including, but not limited to reasonable attorneys' fees.

9. The making, execution, and delivery of this Easement by Grantor have been induced by no representations, statements, warranties, or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings written or oral, in effect between the parties, their officers, agents, representatives, and employees, relating to the subject matter hereof. This Easement may be amended or modified only by an instrument of equal formality, signed by the duly authorized officers of the respective parties.

10. Grantee shall record this easement at its own expense within 60 days of passage of ~~Resolution~~ ^{Ordinance} 32-0-99 by the City Council. Grantee shall, promptly after recordation, provide a copy of same to Grantor's City Engineer.

11. Any notices required or given hereunder shall be in writing and shall be delivered personally, by nationally recognized overnight courier service or via return receipt mail, addressed to the parties as follows, unless otherwise notified in the future.

If to Grantor: City Engineer
 Evanston Civic Center
 2100 Ridge Avenue
 Evanston, IL 60201

with a copy to: Law Department
 Evanston Civic Center
 2100 Ridge Avenue
 Evanston, IL 60201

If to Grantee: Mr. Stephen Kardel
 Scribcor Real Estate Services
 400 North Michigan Avenue
 Chicago, IL 60611

With a copy to: Benjamin J. Randall
Katz Randall & Weinberg
333 West Wacker Drive
Suite 1800
Chicago, IL 60606

Notice shall be deemed effective upon receipt.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement at Evanston, Illinois, on the date first above written.

GRANTEE

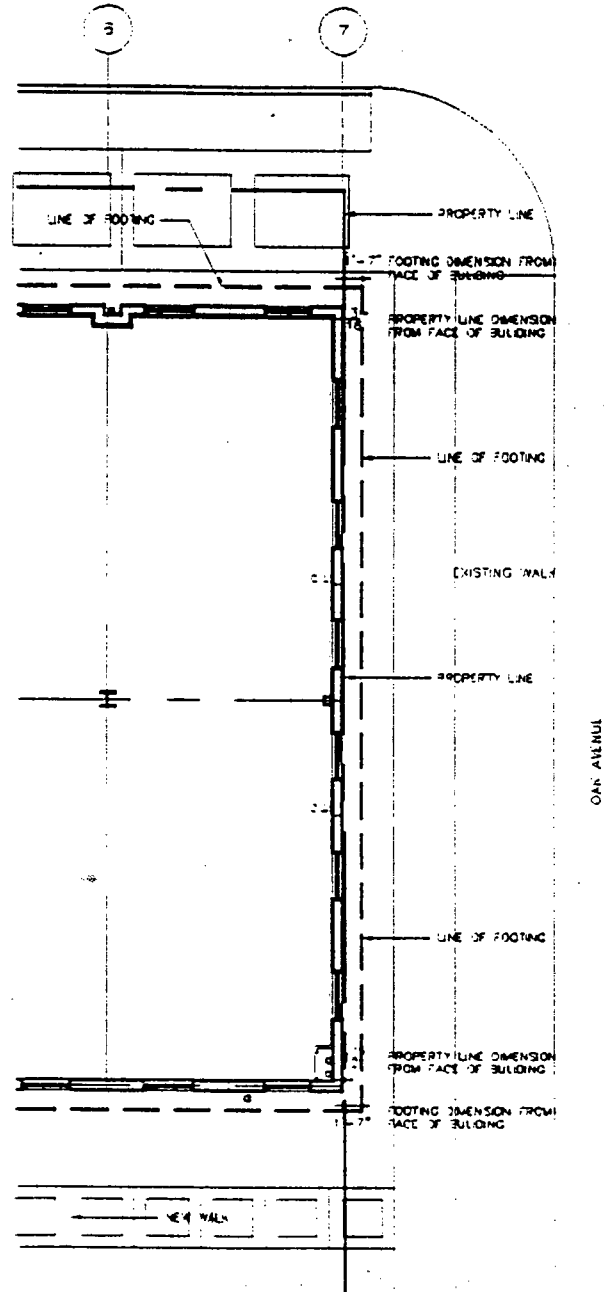
1800 OAK LLC, an Illinois Limited Liability Company

By: _____
Typed Name: Stephen Kardel
Title: Manager

GRANTOR

CITY OF EVANSTON, COOK COUNTY,
ILLINOIS

By: _____
Typed Name: Roger Crum
Title: City Manager



PARTIAL FIRST FLOOR PLAN

1/16" = 1'-0" Ⓢ EAST PROPERTY LINE