

12/1/06, 12/4/06

119-O-06

AN ORDINANCE

**Authorizing the City Manager to Execute an Easement Agreement
with Evanston Prairie I, LLC, for a Subsurface Easement
for Wall and Column Footings Adjacent to 2607-2617 Prairie Avenue**

WHEREAS, Evanston Prairie I, LLC, has acquired the property commonly known as 2607-2617 Prairie Avenue, Evanston, Illinois, and

WHEREAS, the City of Evanston owns Prairie Avenue, which runs parallel along the westerly property line of the property as described in the Plat of Easement prepared by B.H. Suhr & Company, Inc., attached hereto as Exhibit A and made a part hereof; and

WHEREAS, Evanston Prairie I, LLC, intends to build a four (4) story building on the property with 13 residential units and approximately 1,200 square feet of retail with 22 structured parking spaces; and

WHEREAS, the wall and column footings to support the building and parking structure located along the westerly side of the property will be installed in such a manner that they will constitute a subsurface encroachment into the right-of-way portion of the public right-of-way adjacent to Prairie Avenue; and

WHEREAS, the wall and column footings are proposed to be located so as to encroach a maximum of 2.75 feet into the right-of-way portion of the public right-of-way adjacent to Prairie Avenue as described and depicted Exhibit A, the attached Plat of Easement; and

WHEREAS, Evanston Prairie I, LLC is desirous of entering into an easement agreement providing for the afore-described encroachment of the wall and column footings as a subsurface encroachment into the right-of-way portion of the public right-of-way adjacent to Prairie Avenue; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into said Agreement,

**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, and the City Clerk is hereby authorized and directed to attest on behalf of the City of Evanston, and Easement Agreement, for the term of ninety-nine (99) years and the sum of two thousand one hundred and fifteen dollars (\$2,115) attached hereto as Exhibit B and made a part hereof, between the City of Evanston and Evanston Prairie I, LLC, providing for the encroachment of wall and column footings on the public right-of-way adjacent to 2607-2617 Prairie Avenue.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Agreement as may be determined to be in the best interests of the City.

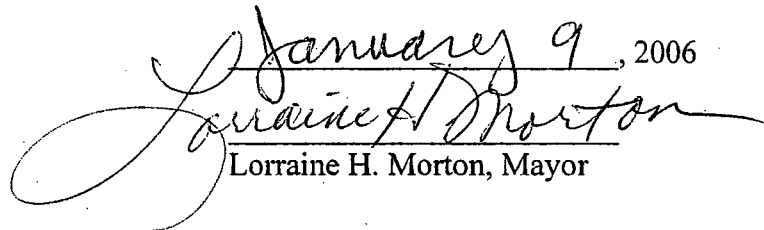
SECTION 3: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

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.

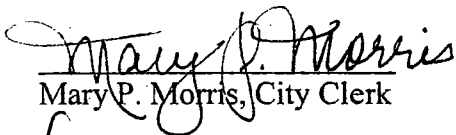
Introduced: December 11, 2006

Adopted: January 8, 2007

Approved:

January 9, 2006

Lorraine H. Morton, Mayor

Attest:


Mary P. Morris, City Clerk

Approved as to form:

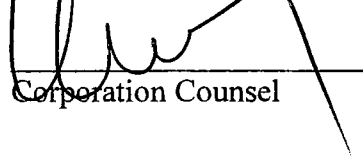

Corporation Counsel

Exhibit B to Ordinance 119-O-06

SUBSURFACE EASEMENT
Wall and Column Footings Easement on Public Way
Ninety-Nine Year Easement Agreement

This Easement Agreement (this "easement" or this "Agreement") is made and entered into this 18th day of January, 2007, by and between the City of Evanston, Cook County, Illinois an Illinois municipal corporation (hereinafter, "Grantor") and Evanston Prairie I, LLC, an Illinois limited liability company (hereinafter "Grantee"):

WHEREAS, the Grantee has acquired the property commonly known as 2607-2617 Prairie Avenue, Evanston, Illinois, and

WHEREAS, Grantor owns Prairie Avenue, which runs parallel along the westerly property line of the property as described in the Plat of Easement prepared by B.H. Suhr & Company, Inc., attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Grantee intends to build a four (4) story building on the property with 13 residential units and approximately 1,200 square feet of retail with 22 structured parking spaces; and

WHEREAS, the wall and column footings to support the building and parking structure located along the westerly side of the property will be installed in such a manner that they will constitute a subsurface encroachment into the parkway portion of the public right-of-way adjacent to Prairie Avenue; and

WHEREAS, the wall and column footings are proposed to be located so as to encroach a maximum of 2.75 feet into the public right-of-way adjacent to Prairie Avenue as described and depicted Exhibit A, the attached Plat of Easement; and

WHEREAS, the Grantor and Grantee are desirous of entering into an easement agreement providing for the afore-described encroachment of the wall and column footings as a sub-surface encroachment;

NOW, THEREFORE, in consideration of the foregoing recitals, the various covenants herein, and the sum of \$2,115 including administrative fees and other good and valuable consideration, receipt of which are hereby acknowledged, it is agreed by and between the parties as follows:

Grantor hereby grants and conveys to grantee, its successors, grantees, agents, and assigns, an easement on that part of the northeasterly 2.75 feet of Prairie Avenue right-of-way, lying southwesterly and adjoining the southeasterly 117.5 feet of the three parcels described in the Plat of Easement to a depth of six feet under the existing sidewalk

Grantee shall record this easement at its own expense within 90 days of passage of Ordinance 119-O-06 by the City Council. Grantee shall, promptly after recordation, provide a copy of same to Grantor's City Engineer.

Any notices required or given hereunder shall be in writing and shall be delivered via return receipt mail, addressed to the parties as follows, unless otherwise indicated in the future. Notice shall be deemed effective upon receipt.

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

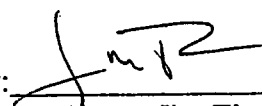
with a copy to: Law Department
 Evanston Civic Center
 2100 Ridge Avenue
 Evanston, IL 60201

If to Grantee: Evanston Prairie I, LLC
 2305 Sherman Avenue
 Evanston, IL 60201

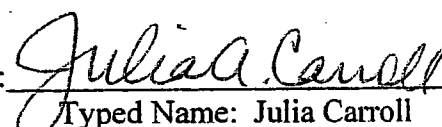
IN WITNESS WHEREOF, the parties have executed this Easement Agreement at Evanston, Illinois, on the date first above written.

Accepted by:
EVANSTON PRAIRIE I, LLC
an Illinois limited liability company

CITY OF EVANSTON,
COOK COUNTY, ILLINOIS

By: 

Typed Name: Jim Ticus
Title: Authorized Representative

By: 

Typed Name: Julia Carroll
Title: City Manager

CONSENT OF MORTGAGEE

Northshore Community Bank, 576 Lincoln Avenue, Winnetka, IL 60093, holder of a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, hereby consents to the execution and recording of the within Easement Agreement and agrees that said Mortgage is subject and subordinate thereto.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be signed by its duly authorized officers on its behalf on this _____ day of _____, 2005.

Northshore Bank

By: _____

Its: _____

Attest:

By: _____

Its: _____

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY THAT _____ of _____ N.A. _____ of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that as custodian of the corporate seal of said Bank (s)he affixed the seal as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____,

2005 _____
Notary Public

