

11/12/2012
10/16/2012

128-O-12

AN ORDINANCE

**Authorizing the City Manager to Negotiate and Execute
a Project Agreement with Northwestern University regarding City-
Owned Real Property Located Northeast of the Corner of Campus Drive
and Sheridan Road**

WHEREAS, the City of Evanston owns certain unimproved real property northeast of the corner of Campus Drive and Sheridan Road (the "Property"); and

WHEREAS, the Property is adjacent to real property owned by Northwestern University ("Northwestern") located at 1841 Sheridan Road, to which Northwestern seeks to construct a visitors center and parking garage and conjunction with the construction will be constructing a fire lane that will be built, in part, on the City's Property; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Evanston to negotiate and execute a project agreement between the City and Northwestern, to govern the construction of the fire lane, grants a temporary construction easement across the Property to Northwestern=(collectively referred to as the "Agreement");

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

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate and execute, and the City Clerk is hereby authorized and directed to attest, on behalf of the City of Evanston, the Project Agreement by and between the City of Evanston and Northwestern University for the Property. The Agreement shall be in substantial conformity with the terms attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Ayes: 7


Nays: 1

Introduced: October 22, 2012

Approved:

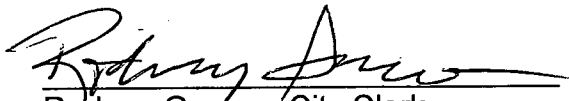
Adopted: November 12, 2012

November 16, 2012


Elizabeth B. Tisdahl, Mayor

Attest:

Approved as to form:


Rodney Greene, City Clerk

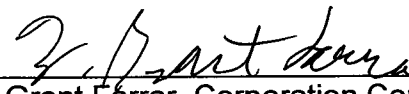

W. Grant Farrar, Corporation Counsel

EXHIBIT A
Project Agreement

PROJECT AGREEMENT

THIS PROJECT AGREEMENT ("**Project Agreement**") is made as of January 3, 2012³ by and between THE CITY OF EVANSTON ("**City**") and NORTHWESTERN UNIVERSITY, an Illinois corporation ("**Northwestern**") (each referred to herein as "a Party" or, collectively, as "**the Parties**").

RECITALS

A. The City is the owner of that certain property commonly known as Clark Street Beach Property (the "**Property**"), which is adjacent to Northwestern's property commonly known as Northwestern University Evanston Campus.

B. Northwestern intends to build a new Visitor's Center on Northwestern's property at 1841 Sheridan Road, Evanston, Illinois, as well as a fire lane to service the Visitor's Center (the "**Fire Lane**"). Northwestern wishes to build a portion of the Fire Lane on City's Property.

C. For the construction of the Visitor's Center and the Fire Lane, Northwestern has requested that the City grant Northwestern a Temporary Construction Easement to use and access that portion of the Property identified in Exhibit A-1 ("**Temporary Construction Easement Area**") to conduct construction activities on the Property, solely for purposes of supporting construction on the Property, including staging, fence installation, and other temporary construction activities on limited areas immediately adjacent to the Property, as more fully set forth in this Project Agreement. City has agreed to grant such Temporary Construction Easement, subject to the terms and conditions of this Project Agreement.

D. Northwestern shall construct certain improvements ("**Fire Lane Improvements**", defined *supra*) within the Temporary Construction Easement Area, to be maintained by the City on the portion of the Property identified in Exhibit A-2 ("**Fire Lane Path Area**") to allow for emergency vehicle access, pedestrian and bicycle use.

E. The City has requested that Northwestern construct a sidewalk to connect the City's existing pedestrian path located on the Clark Street Beach Property to the Fire Lane. The City intends to maintain this connecting sidewalk after the sidewalk is constructed.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated in and made a part of this Project Agreement as if fully set forth below, the mutual agreement of the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Temporary Construction Easement. Subject to the terms of this Project Agreement, City will grant to Northwestern, its invitees, employees, agents,

contractors and subcontractors, a Temporary Construction Easement for access over, upon, through and across the Property for construction of the Fire Lane Path and a sidewalk to connect the City's existing pedestrian path located on the Clark Street Beach Property to the Fire Lane, and for no other purposes, as set forth in the attached Exhibit A-3 ("**Temporary Construction Easement**"). The Temporary Construction Easement shall expire after the construction contemplated on Exhibit A-4 is completed and accepted by the City ("**Project Term**"). Northwestern agrees to pay the City a temporary construction easement fee of \$14,510.50 (Fourteen Thousand Five Hundred Ten and 50/100 Dollars) prior to easement issuance.

2. Construction of the Fire Lane Improvements. Northwestern shall construct the Fire Lane and the landscaping, as more fully described in Paragraph 5, within the Fire Lane Path Area (the "Fire Lane Improvements") in conformance with the Site and Construction Plan attached hereto as Exhibit A-4 (the "**Site and Construction Plan**"). Northwestern shall adhere to all requirements and specifications for the construction occurring on City Property as provided in the Site and Construction Plan. The City and Northwestern agree that the Fire Lane Improvements shall be at the sole cost and expense of Northwestern, including any and all permit fees for the construction and the survey fees for the project. Northwestern shall comply with all local (including, but not limited to all zoning and tree preservation ordinances), state and federal regulations during the construction of the Fire Lane Improvements and obtain all necessary permits for construction. The City shall have the express right to inspect the Fire Lane Improvements during the period of construction and shall send notice three business days prior to said inspection.

3. Maintenance of the Fire Lane Path Area. The City shall maintain the Fire Lane Path Area for the perpetual use of emergency vehicles, pedestrians and bicyclists. The maintenance includes, but is not limited, any and all repairs, paving, pothole and crack patching, maintaining and replacing the landscaping within the Fire Lane Path Area. In consideration of the City conducting said future repairs and maintenance during the term of the project agreement, Northwestern shall pay the City a one-time fee of \$250,000.00 (Two Hundred Fifty Thousand and no/100 Dollars) (\$10,000.00/per year for the 25-year Project Agreement Term, defined *supra*) (the "Maintenance Fee"). Northwestern shall disburse payment of the Maintenance Fee to the City within thirty (30) days of execution of this Project Agreement.

4. Project Agreement Term. The Fire Lane Path Area shall be maintained by the City for an initial term of twenty-five (25) years, unless sooner revoked or terminated as provided herein (the "Project Agreement Term"). Prior to the expiration of the Project Agreement Term, the parties shall have the ability to negotiate the renewal of this Project Agreement for the City to maintain the Fire Lane Improvements for an additional twenty-five year period by mutual written agreement of the Parties (the "First Renewal"). Prior to the expiration of the First Renewal, the term of the Project Agreement Term shall be extended solely by mutual written agreement of the Parties for an additional twenty-five year period (the "Second Renewal").

5. Landscaping.

(a) Attached as Exhibit A-5 is Northwestern's Fire Lane Path Area Landscaping Plan, prepared in consultation with the City's Arborist. Northwestern acknowledges and agrees to strictly follow the attached Landscaping Plan, for the landscaping and plantings as depicted on the referenced exhibit.

(b) During the construction of the Fire Lane Improvements, 275 trees may be removed. The City Manager's designee, the City Arborist, has determined that replacing the trees at the full replacement value specified in City Code Section 7-8-8-7(G)(1), would cause an unreasonable overcrowding of trees upon the Fire Lane Path Area. In lieu of replacement of the aforementioned trees within the Fire Lane Path Area, Northwestern shall pay a fee to the City of \$173,850.00 (One Hundred Seventy-Three Thousand Eight Hundred Fifty and no/100 Dollars) based on the fee schedule established in 7-8-8-7(G)(2). Northwestern shall disburse payment to the City within thirty (30) days of execution of this Project Agreement.

6. Environmental. Northwestern shall comply with all Environmental Laws (hereinafter defined) and shall not cause or permit any Hazardous Substances (hereinafter defined) to be brought, kept or stored on the Property, and shall not engage in or permit any other person or entity to engage in any activity, operation or business on the Property that involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of Hazardous Substances. In the event that any work performed by or on behalf of Northwestern on or to the Property exposes, uncovers or results in the presence of Hazardous Substances on the Property (including presence in soils excavated in conjunction with the Project), Northwestern, at its sole cost and expense, shall be responsible for the remediation of such Hazardous Substances in accordance with Environmental Laws, except to the extent caused by City.

As used in this Project Agreement, "**Hazardous Substances**" means all hazardous or toxic materials, substances, pollutants, contaminants, or wastes currently identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), as amended, the Superfund Amendments and Reauthorization Act ("**SARA**"), the Resource Conservation and Recovery Act ("**RCRA**"), or any other federal, state or local legislation or ordinances applicable to the Property. As used in this Project Agreement, "**Environmental Laws**" means all federal, state and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances and regulations issued by any governmental authority and in effect on or after the date of this Project Agreement with respect to or that otherwise pertain to or affect the Property, or any portion of the Property, the use, ownership, occupancy or operation of the Property, or any portion of the Property, or any owner of the Property, and as same have been amended, modified, or supplemented from time to time, including but not limited to CERCLA, the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), RCRA, the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.),

the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), SARA, comparable state and local laws, and any and all rules and regulations that are effective as of the date of this Project Agreement, or become effective after the date of this Project Agreement under any and all of the aforementioned laws.

7. Covenants and Conditions. Northwestern covenants, warrants and agrees that with respect to the activities contemplated under this Project Agreement that: (i) no waste or damage shall be committed upon or to the Property; (ii) the Property shall be used for only the purposes set forth herein; (iii) the Property shall not be used for any unlawful purpose and no violations of Laws (hereinafter defined) or duly constituted authority shall be committed thereon; (iv) Northwestern shall keep the Property in a clean and sanitary condition; (v) Northwestern shall not do or permit to be done anything upon the Property that may subject City to any liability for injury or damage to person or property, or result in a violation of any Laws and (vi) the work performed on or to the Property pursuant to this Project Agreement or the Construction and Site Plan shall not adversely affect the City's ability to use the Property, except as previously agreed to by the City and reflected in plan descriptions as previously represented to the City.

8. Surrender. Except for alterations and changes to the Property expressly permitted by this Agreement, Northwestern shall, at the conclusion of construction of the Fire Lane Improvements or upon the earlier termination hereof, yield the Property to the City in substantially the same condition as of the date of this Project Agreement.

9. Insurance and Indemnification. Northwestern shall procure and maintain (or shall cause the Northwestern's Design/Build/Operate Contractor to procure and maintain, naming Northwestern and any other Persons required to be so named hereunder as additional insured) for the duration of the Project Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work contemplated to construct the Fire Lane Improvements and the Visitors Center construction work within the Temporary Construction Easement Area (the "Work") by Northwestern, its agents, subcontractors, representatives and employees. Insurance, together with endorsements as required by this section shall be of the type, in the amounts and subject to all provisions in this section. Northwestern acknowledges and agrees that if it fails to comply with all requirements of this Section 9, the City may void the Agreement.

Northwestern must give to the City Certificates of Insurance identifying City to be an Additional Insured for all Work done pursuant to this Project Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate(s) of Insurance issued to the City in compliance with this Section that conflict with the provisions of this section shall have no force and effect.

After award of the Contract to Northwestern, Northwestern shall give City a certified copy(ies) of the insurance policy(ies) and all riders to such policy(ies)

evidencing the amounts set forth in this section, and copies of the Additional Insured endorsement to such policy(ies) which name City as an Additional Insured for all Work done pursuant to this Project Agreement before Contractor does any Work pursuant to this Agreement. Northwestern's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without sixty (60) days prior written notice (hand delivered or registered mail) to City. Northwestern shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

9.1.1 The policies and the Additional Insured endorsement must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-XIII or better as published within the prior twelve months, or if none, the most recent edition of Best's Key Rating Guide, Property-Casualty Edition. Any deductibles or self-insured retentions must be declared to and approved by City.

9.1.2 Commercial general liability coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$5,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Project Agreement or it shall be at least twice the required per occurrence limit. Deductibles shall be commensurate with industry practice.

Northwestern understands that the acceptance of Certificates of Insurance, policies, and any other documents by the City in no way releases the Contractor and its subcontractors from the requirements set forth herein.

9.1.3 Northwestern's insurance and any insurance provided in compliance with these specifications shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

Northwestern expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy with respect to the City. In the event Northwestern fails to purchase or procure insurance as required above, the parties expressly agree that Northwestern shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Northwestern.

9.1.4 All liability coverage shall name the City, its City Council and every officer, agent and employee of the City as an additional insured.

9.1.5 Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

In the event any insurance required to be maintained herein becomes unavailable or is not available on commercially reasonable terms, Northwestern shall maintain or shall cause to be maintained the best that is available on commercially reasonable terms as agreed to by the City in writing.

10. Indemnity

Northwestern shall defend, indemnify and hold harmless 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 without limitation 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 Project Agreement.

Northwestern agrees to cooperate in the event any litigation is brought against the City by any party seeking to enjoin, restrain, or stop the Work contemplated by this Agreement, specifically included but not limited to, Work which a prospective Plaintiff alleges violates the City's ordinance relating to Trees and Shrubs (Title 7, Chapter 8, Sections 7-8-1 through 7-8-13). Northwestern shall defend, indemnify, and hold harmless 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 without limitation costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any litigation related to the City's ordinance relating to Trees and Shrubs (Title 7, Chapter 8, Sections 7-8-1 through 7-8-13).

Nothing contained herein shall be construed as prohibiting 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 against them. 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 City and employees and agents, including without limitation 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 Project Agreement. Any settlement of any claim or suit related to activities conducted under 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 greatest 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 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, including without limitation, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). 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.

Northwestern is responsible for any losses and costs to repair or remedy work performed under this Project Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subcontractors' Work. Acceptance of the work by City will not relieve Northwestern of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

All provisions of this section shall survive completion, expiration, or termination of this Agreement.

11. **Compliance with Laws.** Northwestern, at its cost and expense, shall be responsible for obtaining any and all permits, leases and other governmental approvals, leases, consents and authorizations which may be required for the use of the Property and exercise of its rights pursuant to this Project Agreement. Northwestern shall at all times comply with all applicable legal or governmental statutes, laws, codes, orders, requirements, regulations, ordinances and rules (collectively, "**Laws**").

12. **Default.** It shall be considered a "**Default**" under this Project Agreement if Northwestern fails to substantially comply with any provision of this Project Agreement and does not cure such failure within 30 days after notice, except where the default cannot reasonably be cured in 30 days, in which case if Northwestern has begun and continues efforts to remedy the default as soon as practicable, then such additional time shall be given to remedy the default. In the event of a Default, the City may terminate this Project Agreement by written notice to Northwestern. Such termination right shall be in addition to all rights and remedies available to the City at law or in equity.

13. **Third Party Beneficiaries; No Effect on Other Rights of the Parties.** This Project Agreement is not intended to and in no way confers any rights upon third parties. This Project Agreement is not intended to and in no way confers any rights of access or use by the Parties, or any other third party, to either Party's property except as specifically described herein.

14. **Attorneys' Fees, Jurisdiction for Disputes, and Governing Law.** Should a Party incur costs, charges and expenses, including court costs and attorneys' fees, to enforce rights or obligations under this Project Agreement, then such costs, charges, and expenses shall be recoverable from the other party. This Project Agreement shall be governed by and construed and enforced in accordance with the laws of the State of

Illinois, excluding its choice of law rules. In the event of a dispute hereunder, the Parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, Cook County, Illinois.

15. Notices. Any notice, demand, request or other communication which any Party may desire or may be required to give to any other Party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication, by facsimile together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

If to Northwestern: Northwestern University
Attn: Senior VP for Business & Finance
633 Clark Street
Evanston, Illinois 60208

With a copy to: Northwestern University
Attn: Office of General Counsel
633 Clark Street
Evanston, Illinois 60208

If to City: City of Evanston
Attn: City Manager
2100 Ridge Avenue
Evanston, Illinois 60201

With a copy to: City of Evanston Law Department
Attn: Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201

16. Entire Agreement. This Project Agreement shall constitute the entire contract between the Parties and shall supersede any and all prior agreements between the parties hereto with respect to the granting use of the Property to Northwestern. No modification, waiver or amendment of this Project Agreement or any provision hereof shall be valid unless the same is in writing, and signed by both Parties hereto.

17. Counterparts. This Project Agreement may be executed in any one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one Project Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement as of the day and year first above written.

NORTHWESTERN:

NORTHWESTERN UNIVERSITY, an Illinois corporation

NORTHWESTERN UNIVERSITY

Eugene S. Sunshine
Senior V.P. for Business and Finance

Date: 12/17/12

Title: _____

CITY:

CITY OF EVANSTON, a municipal corporation in the State of Illinois

By: Wally Bobkiewicz

Name: Wally Bobkiewicz

Title: City Manager

Approved as to form:
W. Grant Farrar
Corporation Counsel

By: Michelle Mason

EXHIBIT A-1

Construction Temporary Easement Area

EXHIBIT A-2

Fire Lane Path Area

EXHIBIT A-3

Temporary Construction Easement

THIS INSTRUMENT HAS
BEEN PREPARED BY AND
SHOULD BE RETURNED
AFTER RECORDING TO:

City of Evanston
Law Department
2100 Ridge Avenue
Chicago, IL 60201

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is made and entered into this 3rd day of January, 2012, by and among the City of Evanston, Cook County, Illinois, an Illinois municipal corporation ("Grantor") and Northwestern University ("Grantee"); the Grantor and Grantee shall be referred to herein collectively as the "Parties":

WITNESSTH:

1. The Grantor, in consideration of the sum of Fourteen Thousand Five Hundred Ten and 50/100 Dollars (\$14,510.50), the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, a temporary easement for the use of the property of the Grantor, situated in the City of Evanston, County of Cook, Illinois, and more particularly described on Exhibit "1" attached hereto (the "Subject Property") and made a part hereof.

2. Together with the right of the Grantee, its successors and assigns, to go on said temporary easement with necessary labor, equipment, vehicles and material at any and all times for the purposes of facilitating the construction of a fire lane on Grantor's property ("Fire Lane Improvements") and in connection with the construction of the Northwestern Visitor Center and Parking Garage and Sailing Center for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted. Grantor hereby grants and conveys to Grantee and Grantee's contractors, subcontractors, agents, employees and representatives, a non-exclusive temporary construction easement ("Temporary Construction Easement") to enter in, upon, under and across that portion of the Subject Property for the construction of the Fire Lane Improvements. All costs and expenses related to the construction of the Fire Lane Improvements shall be the sole responsibility of Grantee.

3. The Temporary Construction Easement shall terminate on the date Grantee completes construction of the Fire Lane Improvements.

4. Notwithstanding the terms stated in the project agreement between the parties (the "**Project Agreement**") which governs the demolition and construction of the Fire Lane Improvements, said Temporary Construction Easement shall include the right and obligation to grade, fill, topsoil and seed for purposes of stabilizing the soil, preventing erosion, and restoring the Subject Property to its condition that existed prior to the Grantee's entry.

TO HAVE AND TO HOLD the above granted Temporary Construction Easement unto the Grantee, its successors and assigns, during the project providing for the construction of the subject fire lane.

And the Parties hereby covenant as follows:

1. That the Grantor is lawfully seized of the Subject Property upon which said Temporary Construction Easement is granted, and has good and marketable title to the Subject Property, and the Grantor therefore has good and lawful right to convey the Temporary Construction Easement reference herein.

2. That the said easement is free and clear from encumbrances of record, which would interfere with the intended use by Grantee.

3. That the Grantee shall quietly enjoy its rights in and to the said easement without disturbance and interference by the Grantor.

4. That the Grantor herein reserves the right to cross the easement herein described for ingress and egress to and from the remainder of the Grantor's property.

5. That the Grantor does hereby expressly permit entry by the Grantee for any purpose hereof upon said easement without furnishing notice of said entry to Grantor.

6. That, notwithstanding the language of Paragraph 5 above, the Grantee agrees that it shall cause minimal intrusion to the Grantor in the Grantor's enjoyment of the use of the remainder of the Subject Property. The Grantor also agrees that if any disturbance or damage is caused to the Subject Property as a result of the Grantee's exercise of the rights and privileges afforded to it under this instrument, the Grantee shall restore the affected area as near as practicable to its original condition.

7. That the Grantor agrees, acknowledges and affirms that the temporary easement hereunder granted shall be binding upon its successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the first written above.

Approved as to form:
W. Grant Fair
Corporation Co.
By: Michelle Mas onap

GRANTOR:
CITY OF EVANSTON,
an Illinois municipal corporation

By: Wally Bobkiewicz
Name: Wally Bobkiewicz
Its: City Manager

GRANTEE:
NORTHWESTERN UNIVERSITY

NORTHWESTERN UNIVERSITY

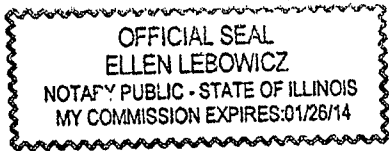
By: Eugene S. Sunshine SEW
Senior V.P. for Business and Finance

Date: 12/17/12

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Ellen Lebowicz, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Wally Bobkiewicz, who is personally known to me to be the City Manager of the City of Evanston, Illinois, a municipal corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as such City Manager and as her free and voluntary act and as the act and deed of the City of Evanston, for the uses and purposes therein set forth. EL

GIVEN under my hand and Notarial Seal this 3rd day of January, 2012.3



Ellen Lebowicz
Notary Public
(Type or Print Name)

My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, THOMAS G CLINE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that EUGENE S. SUNSHINE, who is personally known to me to be the SR Vice President of Northwestern University, an Illinois ~~not-for-profit~~ corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such SR VP and as his/her free and voluntary act and as the act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of DECEMBER, 2012.

Thomas G. Cline
Notary Public
(Type or Print Name)
THOMAS G CLINE

My Commission Expires 7/12/14

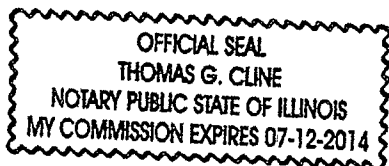


EXHIBIT 1

Legal Description of the Easement Property

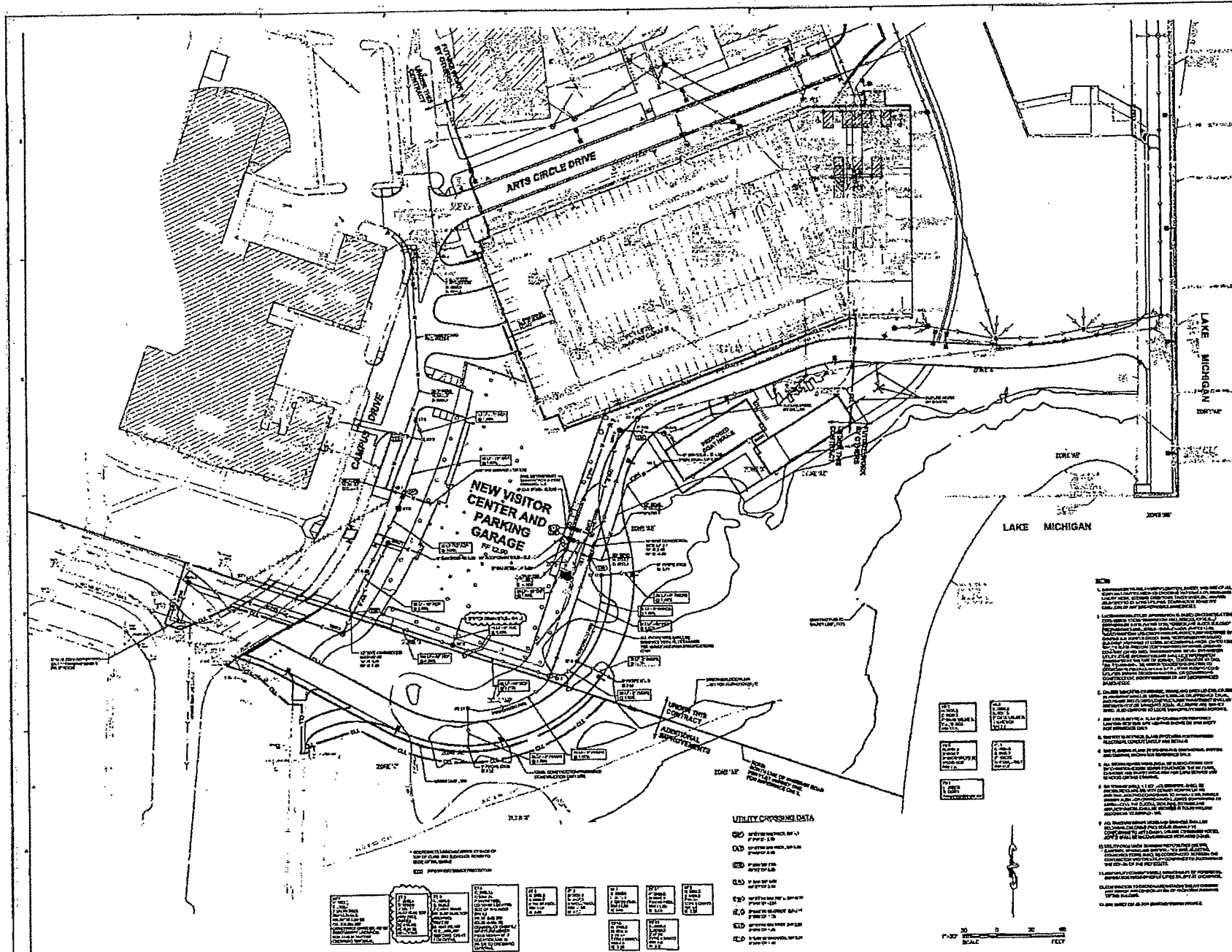
A TRACT OF LAND IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN VILLAGE (NOW CITY) OF EVANSTON, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SHERIDAN ROAD, SAID POINT BEING AT THE INTERSECTION OF THE NORTH LINE OF SHERIDAN ROAD AND THE NORTHERLY EXTENSION OF THE EAST LINE OF HINMAN AVENUE; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SHERIDAN ROAD ON AN ASSUMED BEARING OF SOUTH 71 DEGREES 08 MINUTES 25 SECONDS EAST A DISTANCE OF 300.57 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE EXTENSION OF THE LAST DESCRIBED LINE A DISTANCE OF 390.56 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONVEX TO THE SOUTH, WITH A RADIUS OF 162.50 FEET, A CHORD BEARING OF SOUTH 80 DEGREES 04 MINUTES 29 SECONDS WEST AND A CHORD LENGTH OF 202.65 FEET, A DISTANCE OF 218.81 FEET TO A POINT OF TANGENCY; THENCE NORTHWESTERLY ALONG A LINE HAVING A BEARING OF NORTH 61 DEGREES 21 MINUTES 00 SECONDS WEST A DISTANCE OF 30.17 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE HAVING A BEARING OF SOUTH 72 DEGREES 37 MINUTES 19 SECONDS WEST A DISTANCE OF 32.47 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE HAVING A BEARING OF SOUTH 27 DEGREES 22 MINUTES 42 SECONDS WEST A DISTANCE OF 16.27 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE HAVING A BEARING OF NORTH 87 DEGREES 16 MINUTES 32 SECONDS WEST A DISTANCE OF 5.23 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE HAVING A BEARING OF NORTH 01 DEGREES 21 MINUTES 25 SECONDS EAST A DISTANCE OF 42.43 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE HAVING A BEARING OF NORTH 87 DEGREES 18 MINUTES 52 SECONDS WEST A DISTANCE OF 11.47 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE HAVING A BEARING OF NORTH 47 DEGREES 23 MINUTES 54 SECONDS WEST A DISTANCE OF 38.02 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE HAVING A BEARING OF NORTH 69 DEGREES 27 MINUTES 46 SECONDS WEST A DISTANCE OF 27.80 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE HAVING A BEARING OF NORTH 52 DEGREES 55 MINUTES 46 SECONDS EAST A DISTANCE OF 11.84 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE HAVING A BEARING OF NORTH 58 DEGREES 28 MINUTES 08 SECONDS EAST A DISTANCE OF 33.65 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE HAVING A BEARING OF NORTH 60 DEGREES 57 MINUTES 31 SECONDS EAST A DISTANCE OF 21.10 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE HAVING A BEARING OF NORTH 70 DEGREES 43 MINUTES 38 SECONDS WEST A DISTANCE OF 54.64 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE HAVING A BEARING OF SOUTH 65 DEGREES 54 MINUTES 07 SECONDS WEST A

DISTANCE OF 49.12 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE HAVING A BEARING OF NORTH 71 DEGREES 00 MINUTES 32 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT; THENCE NORTHEASTERLY A DISTANCE OF 57.45 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT A-4
Site and Construction Plan

VISITOR CENTER
NORTHWESTERN UNIVERSITY
 Evanston, Illinois

NO. 10
 222 S. Lincoln Avenue, Evanston, Ill. 60201
 TEL. 847.437.3000
 FAX 847.437.3000
 PROJECT NO. 100-1000
 DATE: 10/15/97
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 APPROVED BY: J. J. JONES
 SCALE: AS SHOWN
 SHEET NO. 10 OF 10



NOTES

1. ALL UTILITIES SHOWN ARE BASED ON THE MOST RECENT RECORD DRAWINGS AND FIELD SURVEY DATA. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF EVANSTON SPECIFICATIONS AND THE ILLINOIS STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF EVANSTON SPECIFICATIONS AND THE ILLINOIS STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
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9. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF EVANSTON SPECIFICATIONS AND THE ILLINOIS STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
10. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF EVANSTON SPECIFICATIONS AND THE ILLINOIS STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

UTILITY CROSSING DATA

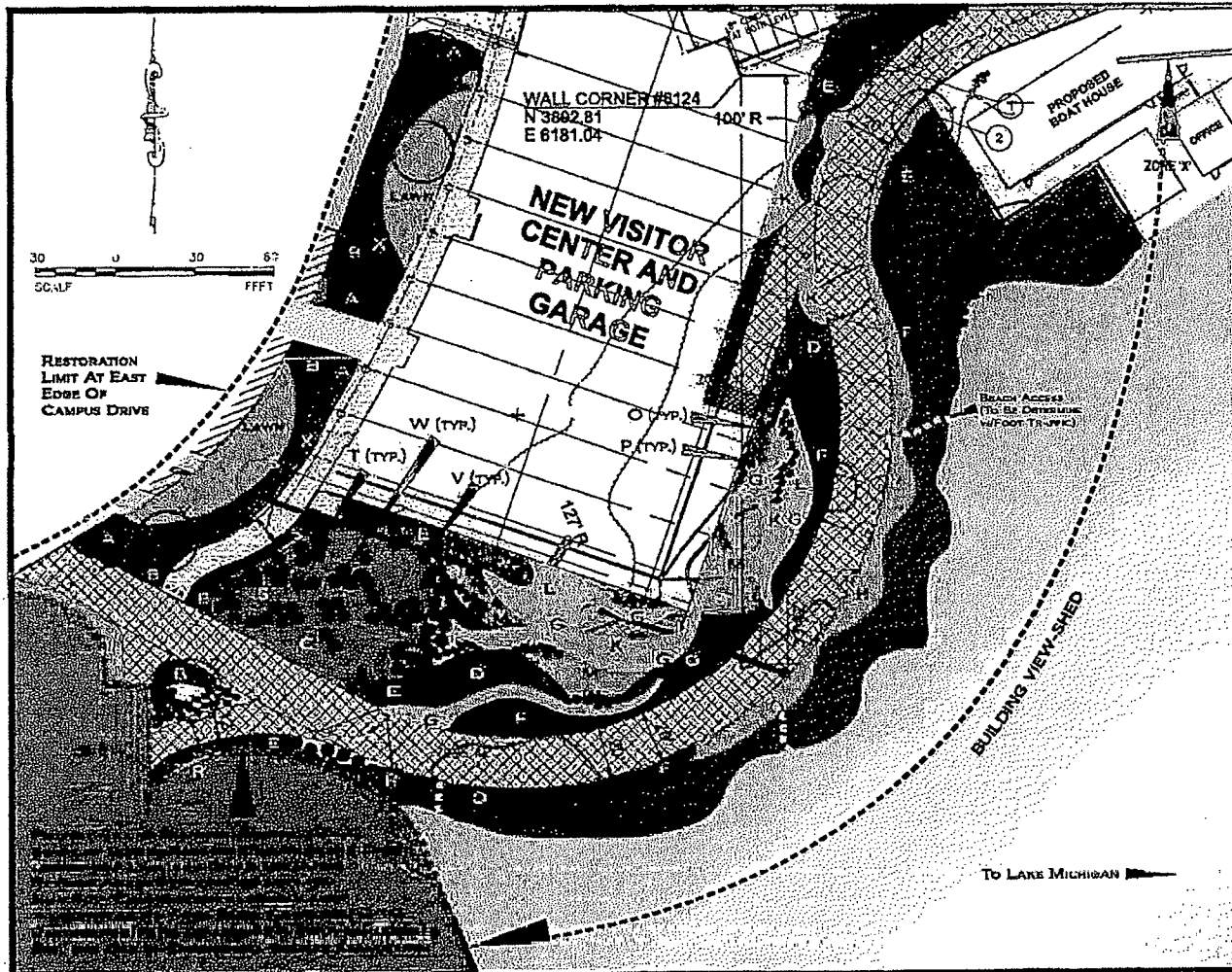
UTILITY	DEPTH (FEET)	LOCATION
WATER	4.0	CLARK DRIVE
SEWER	4.0	CLARK DRIVE
GAS	4.0	CLARK DRIVE
ELECTRIC	4.0	CLARK DRIVE
TELEPHONE	4.0	CLARK DRIVE
CABLE	4.0	CLARK DRIVE
STORM SEWER	4.0	CLARK DRIVE
RAIN WATER	4.0	CLARK DRIVE
HEATING OIL	4.0	CLARK DRIVE
NATURAL GAS	4.0	CLARK DRIVE
STEAM	4.0	CLARK DRIVE
COOLING WATER	4.0	CLARK DRIVE
CONDENSATE	4.0	CLARK DRIVE
WASTEWATER	4.0	CLARK DRIVE
INDUSTRIAL WASTE	4.0	CLARK DRIVE
HAZARDOUS WASTE	4.0	CLARK DRIVE
OTHER	4.0	CLARK DRIVE

SITE UTILITY PLAN

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	10/15/97
2	ISSUED FOR CONSTRUCTION	10/15/97
3	ISSUED FOR AS-BUILT	10/15/97
4	ISSUED FOR RECORD	10/15/97
5	ISSUED FOR ARCHIVE	10/15/97

C01-07

EXHIBIT A-5
Landscaping Plan



PLANT LIST BY AREA
(ALSO SEE NOTES FOR DETAIL)

- X** MEGACALYPSUS SIBIRICA 'CRACLIANUS' - 18" OC. - 1 GAL. PLANTS
- A** SCORCHERYTHUM SCOPARIUM 'THE BLUES' - 15" OC. - 1 GAL. PLANTS
- P** HELICTOTRICHON SCORCHERYTHUM 'SANDSPRING' - 15" OC. - 1 GAL. PLANTS
- C** 25% PLUGS - EUPATORIUM MACULOSUM
75% SEED MIX (EUPATORIUM PURPUREUM, PHLOX DIVARICATA,
MORAEA PESTILIS, AKBROPOSON SEWARDII)
- D** 50% PLUGS - PANDOLIS VIMBRUM
50% SEED MIX (PANDOLIS VIMBRUM)
- E** 50% PLUGS - SCORCHERYTHUM MUTANS
50% SEED MIX (SCORCHERYTHUM MUTANS)
- F** 50% PLUGS - ASTER NOVAE-ANGLIAE, ALLIUM GERMANIA,
ECHINACEA PALLIDA, PHLOX PLEIOSA
50% SEED MIX (ASTER NOVAE-ANGLIAE, PHLOX PLEIOSA)
- G** 100% PLUGS - SCORCHERYTHUM SCOPARIUM
OVER-SEED WITH SCORCHERYTHUM SCOPARIUM
- V** 25% PLUGS - SCORCHERYTHUM SCOPARIUM
75% SEED MIX (SCORCHERYTHUM SCOPARIUM)
- K** 50% PLUGS - SPOROBIUS HYTEROLEPIS
50% SEED MIX (SPOROBIUS HYTEROLEPIS, LAETUS PSYCHOTACTO,
LYNCH SPURIA, LYNCH ASTRA)
- L** 50% PLUGS - RASTROIA FERRATA, PLEISIDIA EUPATORIOSA, COROPIE
LANCEOLATA, COROPIE PALMATA, HELOPES HELIANTHODES
50% SEED MIX - HELIUM ALPIMUM, ASCLEPIAS TULSIENOSA
- M** 50% PLUGS - ASTER AUGUREUS, ALLIUM GERMANIA, RUPELLIA MUTANS
50% SEED MIX - ALLIUM GERMANIA, SCORCHERYTHUM SCOPARIUM
- N** 50% PLUGS - RASTROIA FERRATA, ANGLEAS TULSIENOSA,
50% SEED MIX - RASTROIA FERRATA, ASCLEPIAS TULSIENOSA, ECHINACEA
PALLIDA
- O** 50% PLUGS - ANEMONE BREVIPELATA
50% SEED MIX - ANEMONE BREVIPELATA, SCORCHERYTHUM SCOPARIUM
- O** IRIDA FLUGOSA - 5" OC. OVERSEED AREA WITH PHLOX PLEIOSA
- P** JUNIPERUS OCCIDENTALIS - 15" OC. OVERSEED AREA WITH
SPOROBIUS HYTEROLEPIS
- S** CERCIS CANADENSIS - 3 @ 7'5"
- T** VIRGINICA PRINCEPOLUM - 3 @ 5'
- V** CORNUS BACCATA 'CARDINAL' - 5 @ 30"
- W** VIRGINICA CARRONIS - 25 @ 30"
- Y** QUERCUS SHROOK - 3 @ 3' GAL.
- Z** QUERCUS MACROCARPA - 3 @ 3' GAL.

VISITOR CENTER LANDSCAPE PLAN
NORTHWESTERN UNIVERSITY

SEPTEMBER 2012

GENERAL LANDSCAPE NOTES

- 1) All Landscape Specifications to follow NU Standards
- 2) All lawn to be hydro-seeded unless specified otherwise after construction
- 3) Final plant colors to be verified at project completion in the field
- 4) All Praline seed planting to be either hydroseeded and/or covered with hydrosesed mulch (especially in areas in between other plants)
- 5) Contractor responsible for invasive weed removal at each one after one-year with overseeding and plant plug replacement as-needed
- 6) After Project Completion - Re-evaluate landscape restoration plan for changes and/or additions
- 7) After Project Completion - Assess soil and compaction. In general east face of building SW and NE corner of building will require soil amendments. Next other areas will need the soil sifted from all construction debris with 1/4" to 1/2" amendments.
- 8) All plant material locations to be marked and approved by NU prior to installation
- 9) Assess during first year if a temporary fence staggered to stop sand from covering newly planted plant material, install as necessary