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Doc# 1920417093 Fee \$233.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/23/2019 02:34 PM PG: 0

Certificate as Keeper of
Records, Files and Seals

STATE OF ILLINOIS)
)§
COUNTY OF COOK)

I, Eduardo Gomez, Deputy City Clerk of the City of Evanston in the County of Cook and State aforesaid, United States of America and Keeper of the Records, Files and Seal of said City, do hereby certify that attached hereto is a true and correct copy of **60-R-16 A RESOLUTION Authorizing the City Manager to Execute an Easement Agreement with Northwestern University Located on Chicago Avenue from Clark Street to Sheridan Road and on Sheridan Road from Chicago Avenue to Lincoln Street Sheridan Road** certified on July 18, 2019.

All of which appear from the records and files presented in my office

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Evanston this

18th day of July, 2019



Hon. Eduardo Gomez, Deputy City Clerk

RECORDING FEE _____

DATE 7/23/19 COPIES 6x

OK BY EB



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8/3/2016

60-R-16**A RESOLUTION****Authorizing the City Manager to Execute an Easement Agreement with Northwestern University Located on Chicago Avenue from Clark Street to Sheridan Road and on Sheridan Road from Chicago Avenue to Lincoln Street Sheridan Road**

WHEREAS, the City of Evanston, Cook County, Illinois, (the "City") is a home rule unit of government under the Illinois Constitution of 1970; and

WHEREAS, Northwestern University ("NU") desires to install lighting fixtures on both the East and West side of Chicago Avenue from Clark Street to Sheridan Road and the West side of Sheridan Road from Chicago Avenue to Lincoln Street; and

WHEREAS, the City and NU wish to negotiate and execute an easement agreement (the "Agreement") regarding the installation of said light fixtures,

NOW, THEREFORE, 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 negotiate all necessary terms of the Agreement as he may determine to be in the best interests of the City, and which shall be approved as to form by the Corporation Counsel.

SECTION 2: The Agreement shall grant NU certain lighting easements on both the East and West side of Chicago Avenue from Clark Street to Sheridan Road and the West side of Sheridan Road from Chicago Avenue to Lincoln Street that

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substantially conform to the locations depicted in Exhibit A, to accommodate the installation of light fixtures.

SECTION 3: NU is solely responsible for the light fixture installation project and shall fund the project in its entirety, including the repair, maintenance, and cost of electricity associated with said light fixtures.

SECTION 4: The initial easement term shall not exceed twenty-five (25) years from the effective date of this Resolution.

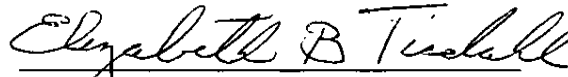
SECTION 5: Pursuant to the Agreement, NU must pay the City a one-time lighting easement fee in the amount of three hundred three thousand six hundred eighty-six dollars and sixty-four cents (\$303,686.64). This one-time easement fee includes the total cost of the annual easement fees for the twenty-five (25) year term of the easement. For the first year of the Agreement, said fee is nine thousand four hundred eighty-one dollars and twenty three cents (\$9,481.23), which equals sixty-seven and eight tenths cents per square foot (\$0.678/sq. ft.) for thirteen thousand nine hundred seventy-seven and ninety-three tenths square feet (13,977.93 sq. ft.). For every subsequent year of the term of the Agreement, the annual fee increases by two percent (2%) over the prior year's fee. Upon receipt of the final plat of survey, the City will recalculate the total easement fee based on the actual square footage utilized, and if the square footage utilized is greater than thirteen thousand nine hundred seventy-seven and ninety-three tenths square feet (13,977.93 sq. ft.), NU must pay the additional easement costs associated with the overage. At the end of the Agreement term, the City will revisit the easement fee and negotiate any additional necessary conditions in order to renew the easement agreement with NU.

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SECTION 6: That at the completion of the project, NU will provide the City with a detailed plat of survey for approval prior to recording said easement.

SECTION 7: Resolution 60-R-16 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: August 15, 2016

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GRANT OF NON-EXCLUSIVE PUBLIC UTILITY EASEMENT

In consideration of the payment of the easement fee in the amount of Three Hundred Four Thousand Three Hundred Three and 01/100 Dollars (\$304,303.01) and other good and valuable consideration ("Easement Fee"), the receipt of which hereby is acknowledged, **THE CITY OF EVANSTON**, of the State of Illinois, County of Cook and its successors, assignees and transferees (all hereinafter referred to as "**Grantor**"), hereby grants to **NORTHWESTERN UNIVERSITY**, of the State of Illinois, County of Cook and its successors, assignees and transferees (all hereinafter referred to as "**Grantee**") a non-exclusive permanent easement for the period between August 15, 2016 through August 14, 2041 for a total of twenty-five (25) years ("Easement Term") for the purpose of the installation and maintenance of light fixtures, utility wires, poles, cables, conduits, and pipes in, over, upon, through, along, across and under the following described real estate, with an area of approximately 14,006.3 sq. ft. as described below:

A Public Utility Easement,

Easement Section A:

An easement for lighting purposes, 3.00 feet in width, lying in the Westerly right of way of Sheridan Road and Chicago Avenue, in the City of Evanston, described as commencing at the Northeast corner of Block 88 in the Northwestern University Subdivision in fractional Sections 7 and 18, Township 41 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded February 13, 1875 as Document No. 13935 (also being the intersection of the Westerly line of Sheridan Road and the Southerly line of Lincoln Street); thence South 89 degrees 33 minutes 32 seconds East along the Easterly prolongation of the North line of said Block 88 (also being the South line of Lincoln Street), a distance of 10.70 feet; thence South 00 degrees 03 minutes 40 seconds West parallel with the east line of said Block 88 (also being the West line of Sheridan Road), 122.79 feet to the point of beginning; thence South 00 degrees 10 minutes 42 seconds East, 141.50 feet; thence South 00 degrees 12 minutes 12 seconds East, 221.52 feet; thence South 00 degrees 00 minutes 06 seconds East, 160.00 feet; thence South 00 degrees 00 minutes 54 seconds East, 246.89 feet; thence South 00 degrees 00 minutes 00 seconds East, 160.00 feet; thence South 00 degrees 07 minutes 17 seconds West, 201.89 feet; thence South 00 degrees 04 minutes 14 seconds East, 73.61 feet to a point on said centerline (Point A), where the centerline of said easement runs South 89 degrees 55 minutes 47 seconds West, 13.10 feet to the West line of the Sheridan Road right of way and a point of terminus for this leg; thence continuing South 00 degrees 04 minutes 14 seconds East from Point "A", aforesaid, 86.40 feet; thence South 00 degrees 24 minutes 19 seconds East, 265.96 feet; thence South 01 degrees 47 minutes 41 seconds West, 151.90 feet; thence South 00 degrees 16 minutes 06 seconds West, 293.66 feet; thence South 00 degrees 24 minutes 00 seconds West, 170.00 feet; thence South 00 degrees 28 minutes 14 seconds West, 197.60 feet; thence South 00 degrees 35 minutes 46 seconds West, 160.06 feet; thence South 00 degrees 23 minutes 20 seconds West, 295.32 feet; thence South 00 degrees 27 minutes 11 seconds West, 169.20 feet; thence South or degrees 00 minutes 02 seconds West, 159.96 feet; thence South 00 degrees 43 minutes 04 seconds East, 316.65 feet; thence South 00

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degrees 34 minutes 18 seconds West, 128.18 feet; thence South 01 degrees 42 minutes 05 seconds West, 47.14 feet; thence South 16 degrees 57 minutes 10 seconds West, 104.00 feet to that part of said easement lying in the Westerly right of way of Chicago Avenue; thence South 19 degrees 12 minutes 10 seconds West, 160.16 feet; thence South 19 degrees 20 minutes 16 seconds West, 131.94 feet for a point of terminus, the sidelines of said easement to be lengthened or shortened to close at right angles to said sidelines, all in Cook County, Illinois; and

Easement Section B:

An easement for lighting purposes, 3.00 feet in width, lying in the Westerly right of way of Chicago Avenue, in the City of Evanston, described as commencing at the most Southerly corner of Lot A in the Consolidation recorded April 10, 1974 as Document No. 22680757 also being the intersection of the Westerly line of Chicago Avenue and the Northerly line of Clark Street; thence South 70 degrees 39 minutes 35 seconds East along the Southeasterly prolongation of the Southerly line of said Lot A (also being the Northerly line of Clark Street), 15.94 feet; thence North 19 degrees 22 minutes 24 seconds East, parallel with the Easterly line of said Lot A (also being the Westerly line of Chicago Avenue), 20.44 feet to the point of beginning; thence North 19 degrees 01 minutes 58 seconds East, 179.61 feet for a point of terminus, the sidelines of said easement to be lengthened or shortened to close at right angles to said sidelines, all in Cook County, Illinois; and

Easement Section C:

An easement for lighting purposes, 3.00 feet in width, lying in the Easterly right of way of Chicago Avenue, in the City of Evanston, described as commencing at the most Westerly corner of Lot 9 in Block 11 in the City of Evanston (also being the intersection of the Easterly line of Chicago Avenue and the Northerly line of Clark Street); thence North 70 degrees 39 minutes 35 seconds West along the North westerly prolongation of the Southerly line of said Block 11 (also being the Northerly line of Clark Street), 9.91 feet; thence North 19 degrees 22 minutes 24 seconds East, parallel with the Westerly line of Block 11 (also being the Easterly line of Chicago Avenue), 40.82 feet to the point of beginning; thence North 19 degrees 30 minutes 41 seconds East, 161.39 feet; thence North 19 degrees 12 minutes 07 seconds East, 21.82 feet for a point of terminus, the sidelines of said easement to be lengthened or shortened to close at right angles to said sidelines, all in Cook County, Illinois; and

Easement Section D:

An easement for lighting purposes, 3.00 feet in width, lying in the Easterly right of way of Chicago Avenue, in the City of Evanston, described as commencing at the most Westerly corner of Lot 9 in Block 11 in the City of Evanston (also being the intersection of the Easterly line of Chicago Avenue and the Northerly line of Clark Street); thence North 70 degrees 39 minutes 35 seconds West along the North westerly prolongation of the Southerly line of said Block 11 (also being the Northerly line of Clark Street), 9.91 feet; thence North 19 degrees 22 minutes 24 seconds East, parallel with the Westerly line of Block 11 (also being the Easterly line of Chicago Avenue), 40.82 feet; thence North 19 degrees 30 minutes 41 seconds East, 161.39 feet; thence North 19 degrees 12 minutes 07 seconds East, 31.82 feet to the point of beginning; thence continuing North 19 degrees 12 minutes 07 seconds East, 128.41 feet; thence North 19 degrees 04 minutes 06 seconds East, 112.25 feet for a point of terminus, the sidelines of said easement to be lengthened or shortened to close at right angles to said sidelines, all in Cook County, Illinois,

situated in the County of Cook, State of Illinois and at Sheridan Road and Chicago Avenue as described above and hereby releases and waives all right under and by virtue of the Homestead

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Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "Premises." Attached as Exhibit A is the Plat of Easement depicting said Easement on the Premises and contains the legal description for said Easement.

Grantor hereby grants, conveys, warrants and dedicates to the Grantee, its agents, servants, employees, its successors and assigns, a non-exclusive public utilities easement to survey, construct, reconstruct, use, operate, maintain, test, inspect, repair, or alter the lights and lighting fixtures, including underground wires, conduits, cables, ground connections, handholes, and related appurtenances and to inspect and make alterations to the above describe systems, both only in consultation with the City of Evanston's Public Works Agency and any and all of parameters and restrictions on said use described, in, over, upon, thru, along, across and under the Premises together with related attachments, equipment and appurtenances thereto (collectively "Public Utilities") in upon, under, along and across the Premises, with the right of access thereto, including all reasonable rights of ingress and egress across any adjoining lands of Grantor necessary for the exercise of the rights herein granted.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 19 day of July, 2019.

GRANTOR:

By: Wally Boskiewicz
Wally Boskiewicz, City Manager
CITY OF EVANSTON

ATTEST:

By: [Signature]
~~Rodney Greene, City Clerk~~
CITY OF EVANSTON
Eduardo Gomez, Deputy City Clerk

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Lindsey Ott, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Wally Bobkiewicz, City Manager of the City of Evanston who is personally know to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under by hand and notarial seal this 22 day of July, 2019

Lindsey Ott

Notary Public



GRANTEE:

GARY R WOJTCOWICZ
Northwestern University
Facilities Management Operations

By: Gary R Wojtowicz
Signature

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, R. CARLTON, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Gary Wojtowicz, Facilities Management Operations who is personally know to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under by hand and notarial seal this 12TH day of June, 2019

[Signature]

Notary Public



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EXHIBIT A

PLAT OF EASEMENT

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RECORDER OF DEEDS

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60-R-16

EXHIBIT A PROPOSED EASEMENT LOCATIONS

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EDWARD M. MOODY

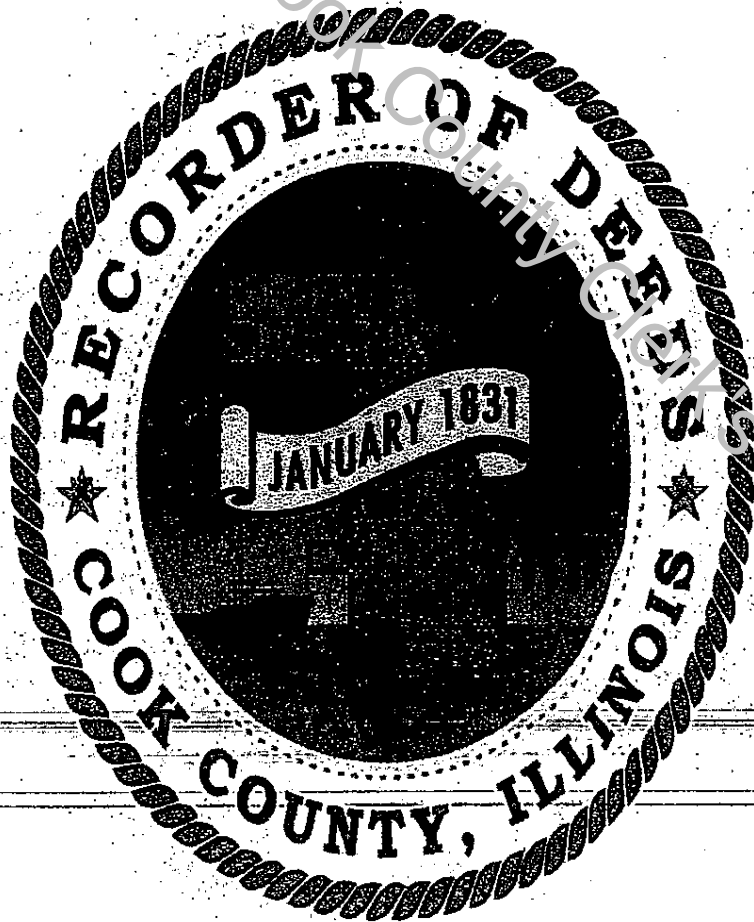
COOK COUNTY RECORDER OF DEEDS

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PLAT

DOCUMENTS WITH THIS PLAT



11 Pages

IMAGE STORED IN PLAT INDEX DATABASE