



City of Chicago



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Office of the City Clerk

Document Tracking Sheet

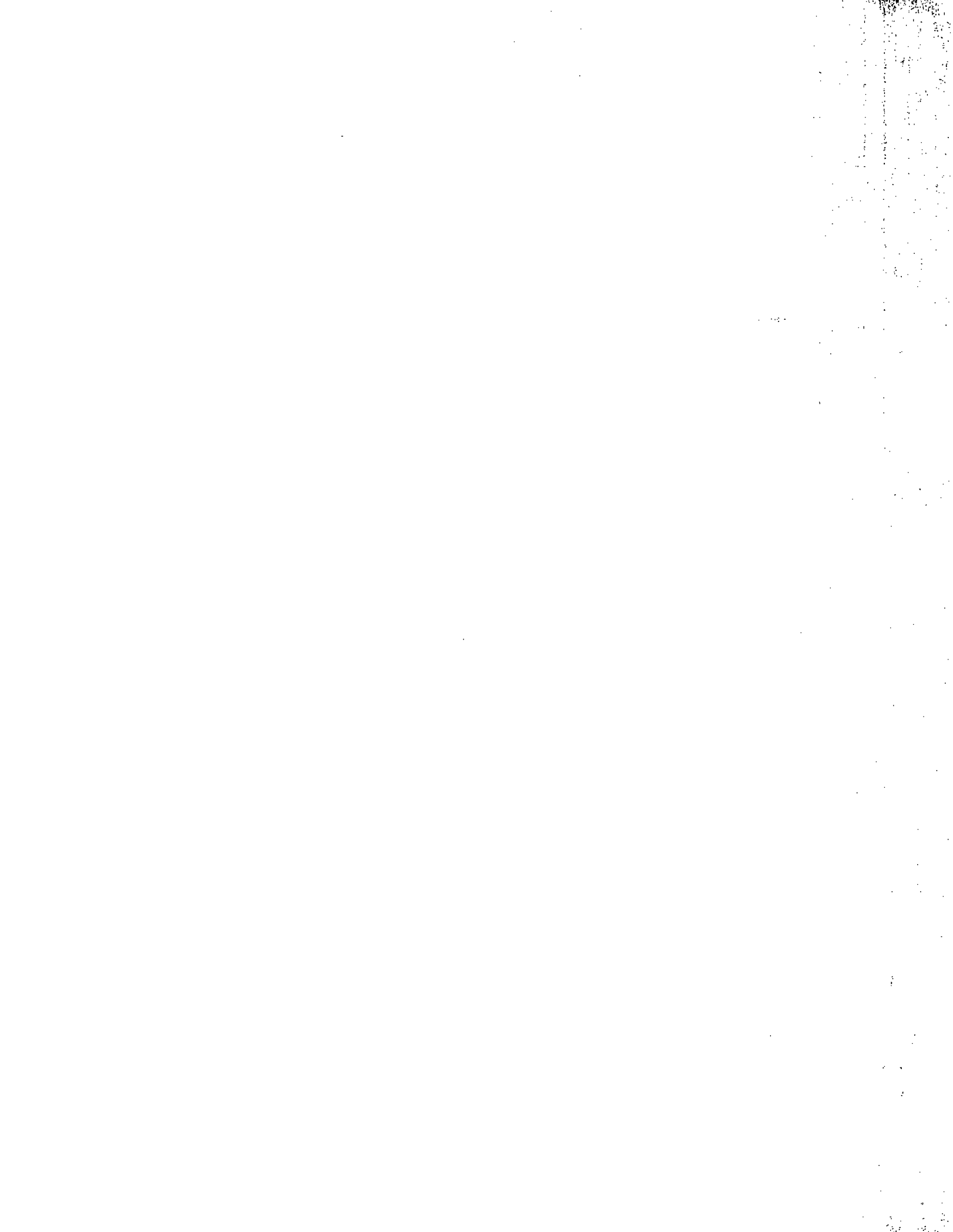
Meeting Date: 2/5/2014

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Grant of Easement with Commonwealth Edison Company
for access to 611-617 W Division St

Committee(s) Assignment: Committee on Housing and Real Estate





OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 5, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of an easement agreement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: On behalf of the City of Chicago, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Grant of Easement with the Commonwealth Edison Company governing access to 611-17 West Division Street for purposes of installing, repairing, and maintaining electric services for the benefit of the Chicago Police Station at 1160 North Larrabee Avenue and adjacent property located at 625 West Division Street; such Grant of Easement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

GRANT OF EASEMENT

The Grantor(s) **CITY OF CHICAGO**, a municipal corporation and home rule unit of government, in consideration of the sum of Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged, hereby give(s) and grant(s) to **COMMONWEALTH EDISON COMPANY**, an Illinois corporation, its licensees, successors and assigns, an easement (“Easement”) to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, wires, cables, conduits, manholes, transformers, switchgear, pedestals and other facilities (collectively the “Facilities”) used in connection with underground transmission and distribution of electricity, sounds and signals, together with the right to install required service connections to serve improvements on Grantor’s Property (as hereinafter described) and adjacent lots and the right, from time to time, to trim or remove trees, bushes and saplings and to clear all obstructions from the surface and subsurface as may be required incident to the grant herein given, in, over, under, across, along and upon a strip of land situated in Section **04**, Township **39** North, Range **14**, East of the Third Principal Meridian in **Cook** County, Illinois, described below (the “Easement Area”). No structures or obstructions shall be placed over Grantee’s Facilities or in, upon or over the Easement Area by Grantor without prior written consent of Grantee. After installation of any Facilities by Grantee, the grade of the Easement Area shall not be altered in a manner so as to interfere with the operation and maintenance thereof.

THE EASEMENT AREA HEREBY GRANTED SHALL CONSIST OF A SIXTEEN (16) FOOT WIDE STRIP OF LAND, BEING THE EXTENSION OF THE NORTH-SOUTH ALLEYWAY IN BLOCK 88; TOGETHER WITH, THAT PART OF GRANTOR’S PROPERTY SITUATED WEST OF THE SAME CONSISTING OF A STRIP OF LAND BEING TEN (10) FEET IN WIDTH, AS MEASURED FIVE (5) FEET EACH SIDE OF

GRANTEE'S UNDERGROUND CABLE AS INSTALLED; AND FINALLY, THAT PART OF LOT 3 BEING THE SOUTH FIFTEEN (15) FEET OF THE NORTH NINETY-FIVE (95) FEET SITUATED BETWEEN THE EAST LINE OF THE AFORESAID NORTH-SOUTH ALLEYWAY EXTENDED NORTH AND THE WEST WALL OF EXISTING BUILDING.

THE AFOREMENTIONED EASEMENT AREA IS SITUATED UPON AND WITHIN THE GRANTOR'S PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

THE EAST 1/2 OF LOT 2, AND LOT 3 IN BLOCK 88 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ADDRESS: 611-617 W. DIVISION STREET
CHICAGO, ILLINOIS**

PINs: 17-04-303-019-0000 and 17-04-303-020-0000

This Grant of Easement is subject to the following conditions:

1. Grantor shall have no liability or obligation for the laying, construction, reconstruction, repair, renewal, replacement, operation, maintenance, inspection, alteration, removal, changing the size of, or abandoning in place of, all or any part of the Facilities within the Easement Area. Grantor shall not be liable to Grantee for any injury, damage, cost or expense suffered or sustained by Grantee or by its agents, servants, employees, contractors or invitees (collectively, "Grantee Parties"), which results from any cause whatsoever. Grantee agrees to indemnify, defend and hold Grantor, its officers, agents and employees, harmless from and against any losses, costs, damages, injuries, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorneys' fees and court costs (collectively, "Losses"), suffered or incurred by Grantor, or its officers, agents or employees, arising from or in connection with the entry by Grantee or any Grantee Parties upon the Easement Area, or the exercise by Grantee or any Grantee Parties of any of the rights herein granted.

2. Grantee shall perform any and all work in the Easement Area, in accordance with all applicable laws governing such work.

3. Grantee agrees to restore any part of the surface of the real estate which is damaged by the construction, installation, operation, maintenance, repair, renewal, removal, or changing the size of said Facilities, to the condition of the Easement Area immediately before such damage occurred.

4. This instrument contains all the terms and conditions of the Easement granted herein, express or implied between the parties hereto, and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective legal representatives, heirs, successors, assigns, lessees and licensees, and shall run with the land.

5. It is agreed that this Grant of Easement constitutes the entire agreement between the parties regarding the subject matter hereof and no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Grant of Easement.

6. All notices required to be given under this Grant of Easement shall be sent by (a) hand delivery, (b) courier, (c) registered or certified mail, return receipt requested, postage prepaid, or (d) email, but only to the extent acknowledged by a responding email, to the addresses set forth below or to such other address as either party shall have directed in written notice given to the other prior to the mailing of any such notice:

If to Grantor: City of Chicago
Department of Fleet and Facility Management
30 North LaSalle Street, Room 300
Chicago, Illinois 60602
Attn: Office of Real Estate Management

With a copy to: City of Chicago
Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

If to Grantee: Commonwealth Edison Company
Three Lincoln Centre – 4th Floor
Oakbrook Terrace, IL 60181
Attn: Real Estate Specialist Chicago Region

7. The Easement granted herein is subject to all existing matters affecting title to the Easement Area. Grantor represents and warrants to Grantee that Grantor is the true and lawful owner of the Easement Area and has full right and power to grant and convey the rights conveyed herein.

8. The Easement granted herein is non-exclusive, and Grantor reserves the right to convey similar rights and easements to such other persons as Grantor may deem proper, provided such action does not materially interfere with Grantee's use of the Easement.

9. Grantor reserves to itself, its successors and assigns, all rights accruing from its ownership of the Easement Area that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

10. The Easement granted herein is subject to termination, extinguishment and reversion in the event Grantee shall fail to use said Easement for a period of twelve (12) consecutive months. In the event of such termination, extinguishment and reversion, Grantee shall deliver to Grantor, upon request, an instrument in proper form for recording, releasing the

Easement Area from the Easement. Within ninety (90) days after the termination or extinguishment of the Easement herein granted, Grantee shall, at its sole cost, risk and expense, remove all of its Facilities and all of its other property from the Easement Area, clear and level the Easement Area and restore it to the same or as good condition as it was in on the date hereof. In the event that Grantee fails so to remove its Facilities and property and/or to restore the Easement Area, Grantor shall have the right, at Grantee's expense, to effect such removal and/or to restore said Easement Area. Grantee shall reimburse Grantor, upon demand, for the cost thereof, and said Facilities and any other property may be treated as property of Grantor and sold or otherwise disposed of by Grantor as it sees fit, all without liability of any kind to Grantee by reason thereof, and without prejudice to Grantor against Grantee for full reimbursement of costs incurred.

11. The parties hereto may administratively amend this Grant of Easement with respect to any provisions reasonably related to Grantee's use of the Easement and/or Grantor's administration of this Grant of Easement; provided, however, that such amendment(s) shall not materially alter the essential provisions contained herein.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties have set their hands hereto on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
David J. Reynolds
Commissioner of Fleet and Facility Management

Approved as to Form and Legality:

By: _____
Richard Wendy
Deputy Corporation Counsel
Real Estate and Land Use Division

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David J. Reynolds, as Commissioner of the Department of Fleet and Facility Management of the City of Chicago, an Illinois municipal corporation (the "City") who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Commissioner of said corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the City for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 200__.

NOTARY PUBLIC

AGREED TO AND ACCEPTED BY:

COMMONWEALTH EDISON COMPANY,
an Illinois corporation

By: _____
[Name]
Its [Title]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said corporation, as her/his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 200__.

NOTARY PUBLIC

**611-17 West Division Street
Grant of Easement
Commonwealth Edison Company**

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.