



City of Chicago



O2013-8458

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 11/13/2013

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Grant of Easement with People's Gas, Light and Coke Company for access to 810 W Addison St for purposes of installing, repairing and maintaining gas services to property at 3600 N Halsted St

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



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 13, 2013


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 a utility easement for Peoples Gas.

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 People's Gas, Light & Coke Company governing access to 810 West Addison Street for purposes of installing, repairing, and maintaining gas services to property located at 3600 North Halsted Street; such Grant of Easement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[this space for recorder's use only]

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **CITY OF CHICAGO**, an Illinois home rule municipal corporation (hereinafter called "Grantor"), does hereby grant and convey unto **THE PEOPLES GAS LIGHT AND COKE COMPANY**, a corporation organized and existing under the laws of the State of Illinois (hereinafter called "Grantee"), and unto its successors and assigns, a non-exclusive easement in perpetuity to lay, install, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, remove, change the size of all or any part of gas main(s) or service pipe(s) and such drips, valves, valveboxes, regulators, fittings, meters and other equipment and appurtenances as may be required incident to the grant herein given for such operations (hereinafter called "Facilities") in, upon, through, under, over, along, across, and within the following described real estate situated in the **County of Cook and State of Illinois** described in Exhibit A (the "Easement Area"). **After installation of any of the Facilities by Grantee, the grade of the property shall not be altered in any manner so as to interfere with the operation and maintenance of said Facilities.**

This instrument prepared by:

Timothy P. Walsh
Contract Administrator
An Attorney for the
Peoples Gas Light and Coke Company
130 E. Randolph

Send easement to Peoples Gas for recording:

Lynn Mleziva
P.O. Box 19001
Green Bay, WI 54307-9001

Chicago, Illinois 60601

The easement granted herein is intended to be in the southerly 50 feet of the Easement Area described in Exhibit A.

Address:
3600 N. Halsted St./810 W. Addison St.
Chicago, IL 60613-4316

PIN:
14-20-230-008

This Grant of Easement is subject to the following terms and conditions:

1. Grantor also grants the Grantee the right to use, with Grantor's written permission, from time to time, any adjoining or adjacent lands of said Grantor when reasonably required in the laying, construction, reconstruction, repair, renewal, replacement, operation, maintenance, inspection, alteration, removal, changing the size of all or any part of the Facilities.

2. Grantor shall have no liability or obligation for the laying, construction, reconstruction, repair, renewal, replacement, operation, maintenance, inspection, alteration, removal, changing the size of all or abandoning in place all or any part of the Facilities within the Easement Area.

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

4. Grantor does expressly warrant and covenant that it has good and indefeasible fee simple title to said real estate, and has good right and authority to grant said easement in the Easement Area and that Grantee, its employees, agents, assigns and lessees shall at all times have free access and ingress to, and egress from, and over said real estate to lay, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, remove, change the size of all or any part of said Facilities. Transfer of ownership will not terminate Grantor's liability for breaches of this warranty of good title.

5. Grantor retains all of its rights to the use, occupation, and the right to grant easements to other entities including utilities or services which may intersect or transect the easement granted hereunder of said Easement Area not inconsistent with the use by Grantee, its successors or assigns, of the easement herein granted for the purposes aforesaid, and agrees that the erection or construction of any trees, building or other structure on or over said Facilities or within five (5) feet of the centerline of the Facilities or any part thereof by Grantor, its successors, assigns or lessees, shall be conclusively deemed to be a use of said Easement Area inconsistent with the easement granted hereunder.

6. No work performed by Peoples Gas in connection with the exercise of said easement rights may unreasonably restrict access to the Grantor's property. Grantor reserves the right to require Peoples Gas to relocate its Facilities to mutually agreed upon alternate locations.

7. 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.

8. This grant contains all the terms and conditions of this easement, 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.

9. All notices required to be given under this Grant of Easement shall be either hand delivered, by courier, or sent by United States mail, Certified Mail Return Receipt Requested, postage prepaid, or sent by facsimile (with evidence thereof), to the addresses and facsimile numbers as follows:

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, Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

If to Grantee: Peoples Gas Light and Coke Company
130 East Randolph
Chicago, Illinois 60601
Attn:

Notice should be deemed given on the date of receipt.

10. It is agreed that this Grant of Easement covers all the 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.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly
executed this _____ day of _____, 20_____.

GRANTOR: **CITY OF CHICAGO**

By: _____

Its: Commissioner, Department of Fleet and Facility Management

Approved as to Form and Legality:

Deputy Corporation Counsel
Real Estate Division

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally know to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed and as the free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this ____ day of _____, 20____.

Notary Public

My Commission Expires:

PLAT OF EASEMENT

THE SOUTH 26.00 FEET OF THE EAST 13.00 FEET OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 27, 1855 AS DOCUMENT 64890 AND RE-RECORDED JUNE 29, 1886 AS DOCUMENT 730722, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 338 SQ. FT. OR 0.007 ACRES, MORE OR LESS.

PREPARED FOR:

HEARTLAND HOUSING INC.
208 S. LA SALLE ST., STE. 1818
CHICAGO, IL 60604

CDOT# XX-XX-XX-XXXX

ORDERED BY: HEARTLAND HOUSING INC.	ORDERED: 08/11/13
ADDRESS: 305 SOUTH HALSTED ST., CHICAGO, IL	DATE: 08/11/13
GREMLEY & BIEDERMANN PROFESSIONAL LAND SURVEYOR NO. 3334 CHICAGO, ILLINOIS	
1405 NORTH LA SALLE STREET, CHICAGO, IL 60610 PHONE: (773) 462-5241 FAX: (773) 462-5242 E-MAIL: INFO@GCS-SURVEY.COM	SCALE: 1" = 40' FT DATE: OCTOBER 28, 2013 PAGE NO: 1 OF 2

GRAPHIC SCALE



(IN FEET)
1" = 40'

LEGEND

	Building hatch		Storm CB
	Concrete hatch		Electric Light Pole
	Lot Line		Sign Post
	Aerial Wires		Bumper Post
	Combo MH		Electric MH
	Storm Inlet		Storm MH
	Traffic Signal		Manhole
	Bike Rack		Water MH
	Traffic Control Box		Storm Inlet
	Gas Meter		Water Fire Hydrant
	Flagpole		Tree
	Gas Valve		Telephone MH
	Electric Pedestal		Water Buffalo Box
	Water MH		Water Meter

ALL DIMENSIONS SHOWN ON THIS PAGE ARE MEASURED DISTANCES UNLESS OTHERWISE NOTED

SURVEY NOTES:

Note R. & M. symbols Reconcile and Measure distances respectively
Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE change is done.
For easements, building lines and other restrictions not shown on survey plat refer to your plat, deed, contract, title policy and local building law regulations.
No dimensions shall be assumed by scale measurement upon this plat.
Monumentation or witness points were not set at the clients request.
Elevation datum noted between the Bearing, Elevation Datum and Contourlines Datum is ASSUMED.
COPYRIGHT GREMLEY & BIEDERMANN, INC. 2013 "All Rights Reserved"

State of Illinois
County of Cook

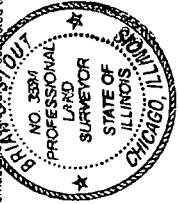
We, GREMLEY & BIEDERMANN, INC. hereby certify that we have supervised the above described property and that the plat hereon drawn is a correct representation of the survey conducted to a temperature of 62° Fahrenheit.

Field measurements completed on FEBRUARY 11, 2013.

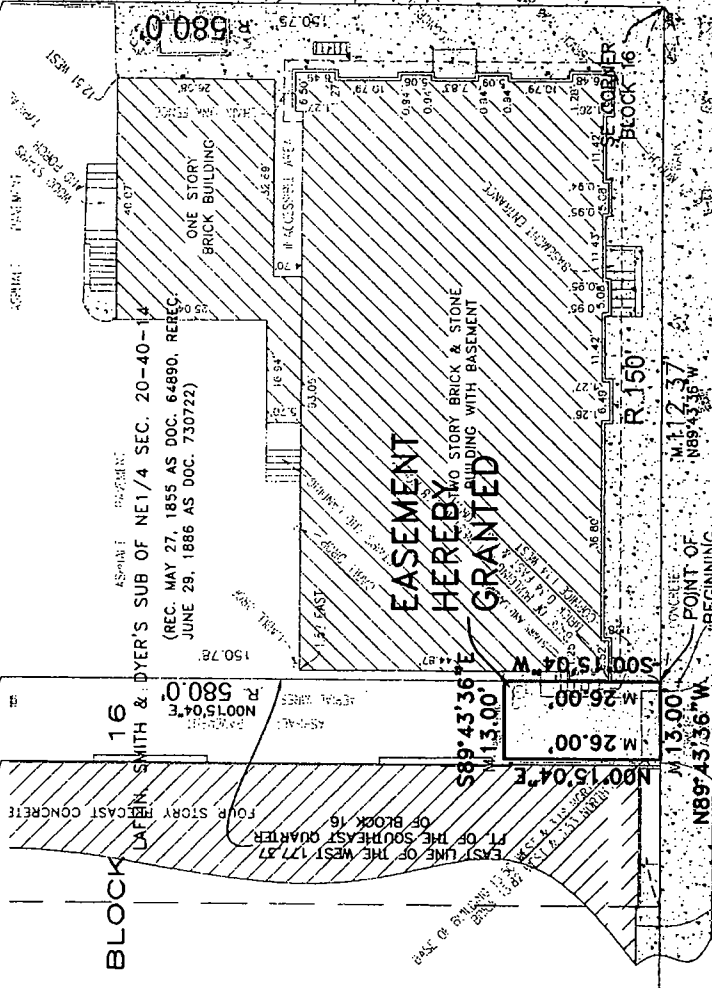
Signed on Oct 29 2013

By: [Signature]

Professional Illinois Land Surveyor No. 3384
My license expires November 30, 2014
This professional service conforms to the current Illinois minimum standards for a boundary survey.



W. WAVELAND (RECORD 80 FT. PUBLIC R.O.W.) AVE.



STREET

(RECORD 80 FT. PUBLIC R.O.W.)

W. ADDISON

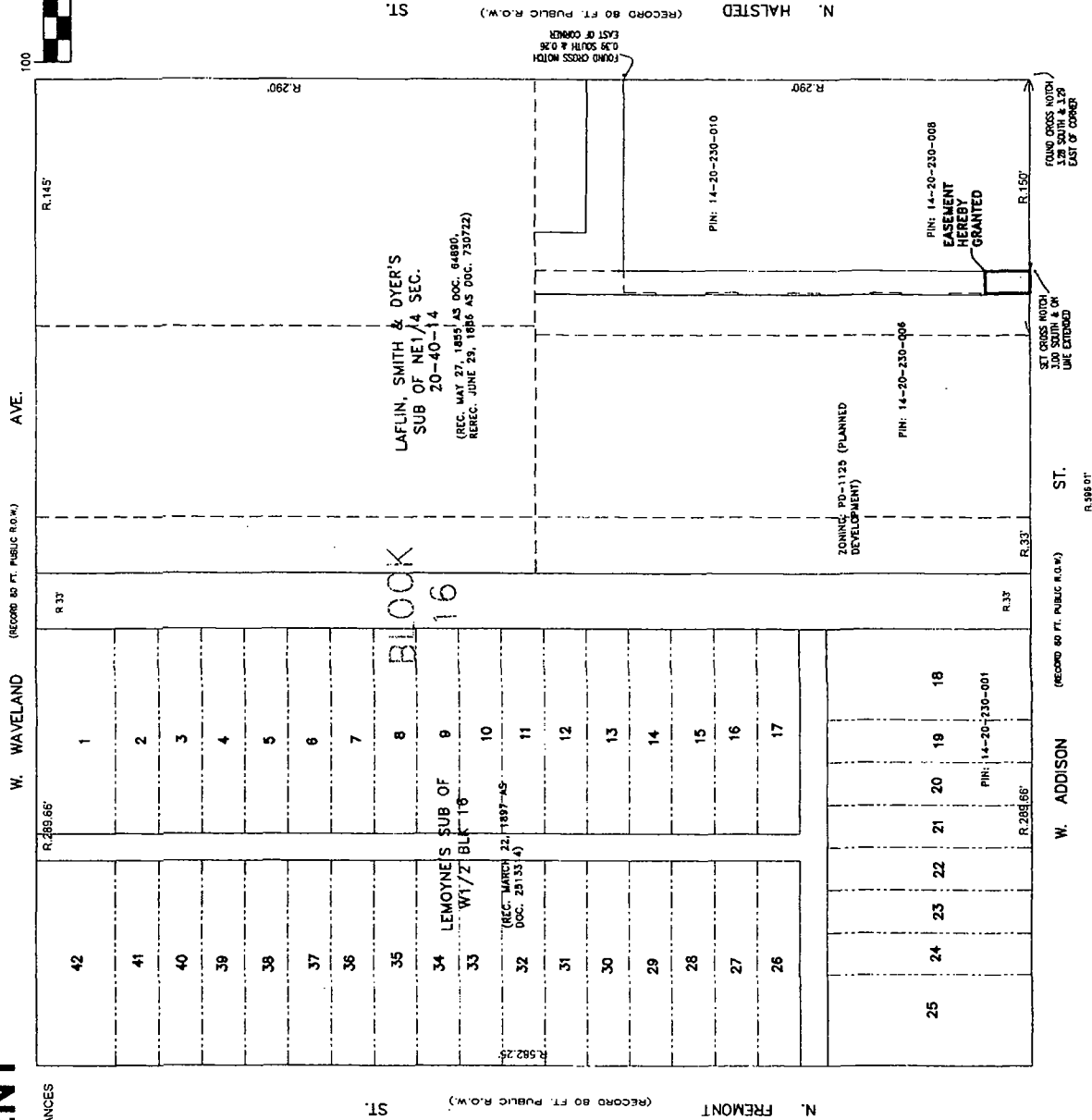
N. HALSTED

(RECORD 75 FT. PUBLIC R.O.W.)

STREET

EXHIBIT "A"

GRAPHIC SCALE



CDOT# XX-XX-XX-XXXX

ORDERED BY: HEARD AND HOOGHE INC.	ORDER NO:	DATE:	PAGE NO:
ADDRESS: 342-5811 WILMIST ST. CHICAGO, IL	QUANTITY: 4000	DATE: OCTOBER 28, 2013	PAGE NO: 2 of 2
GREMEY & BIEDERMANN PLCS CORPORATION 4520 North Latham Avenue, Chicago, IL 60630 Telephone: (773) 685-9100 Fax: (773) 789-4100 Email: info@plcs.com	ORDER NO: 2013-18516-001 DATE: OCTOBER 28, 2013 TIME: 10:40 AM FROM: 2013-18516-001		

**810 West Addison Street
Grant of Easement
People's Gas, Light & Coke Company**

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