



# City of Chicago



O2010-6667

Office of the City Clerk

## City Council Document Tracking Sheet

<b>Meeting Date:</b>	11/17/2010
<b>Status:</b>	Introduced
<b>Sponsor(s):</b>	Mayor
<b>Type:</b>	Ordinance
<b>Title:</b>	Authorization for the execution of a utility easement.
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RICHARD M. DALEY  
MAYOR

November 17, 2010

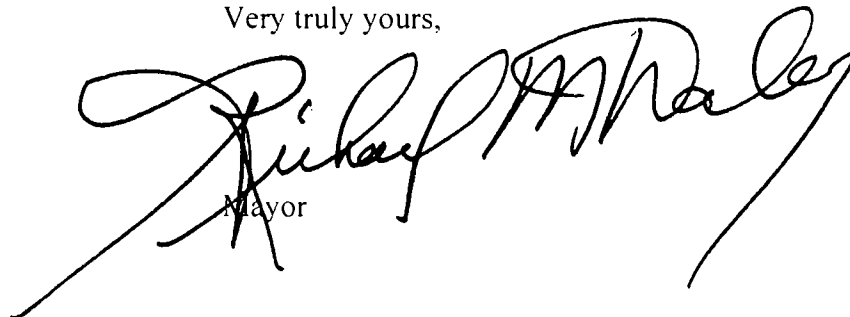
TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of General Services, I transmit herewith an ordinance authorizing the execution of a utility easement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,



Mayor

## ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Peoples Gas Light and Coke Company ("Peoples Gas") is a corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, the City is the owner of the property commonly identified as 5801 North Pulaski Road, Chicago, Illinois (the "Property"); and

WHEREAS, the City desires to update the heating system serving the Property, and in connection therewith to install a new natural gas line; and

WHEREAS, Peoples Gas requires an easement allowing it to install, operate, maintain, repair, and, if necessary, replace facilities to provide natural gas service to the Property (the "Utility Easement"); and

WHEREAS, the Utility Easement will require the use of the existing driveway on the Property and certain real property adjacent thereto; and

WHEREAS, the Department of General Services and the Department of Transportation have determined that the Utility Easement will not interfere with the City's traffic infrastructure, will benefit the citizens of the City, and is necessary to the City's improvement and operation of the Property; and

WHEREAS, the City is willing to grant Peoples Gas an easement over the real property depicted on Exhibit A to this ordinance; now, therefore

***Be It Ordained by the City Council of the City of Chicago:***

SECTION 1. The forgoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of General Services (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the Commissioner of the Department of Transportation and the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an easement agreement between Peoples Gas and the City in a form reasonably acceptable to such commissioners and the Corporation Counsel encumbering the real property depicted on Exhibit A to this ordinance (the "Easement Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Easement Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Easement Agreement.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

EXHIBIT A

Depiction of Easement Parcel

[SEE ATTACHMENT]

**This Space For Recorder's Use Only**

**This instrument prepared by:**

Timothy P. Walsh  
Senior Counsel  
The Peoples Gas Light and Coke Company  
130 E. Randolph  
Chicago, Illinois 60601

**Send easement to Peoples Gas for recording:**

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

**EASEMENT AGREEMENT**

**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, the **CITY OF CHICAGO**, (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, and unto its permitted successors and permitted assigns (hereinafter called "Grantee"), the easements set forth in Section 1 and Section 2 below, subject to the terms and conditions set forth herein.

1. **Grant of Permanent Easement.** Grantor grants and conveys unto Grantee a permanent easement to, at the Grantee's cost and expense, lay, install, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, remove (any such work, "Gas Utility Work"), ail or any part of gas main(s) or service pipe(s) and such drips, valves, valve boxes, regulators, fittings, meters and other equipment and appurtenances as may be necessary, convenient or desirable (hereinafter called "Facilities") to provide gas service to the improvements located on the North Park Nature and Senior Center Campus in, upon, through, under, over, along, across, and within the real property legally described on **Exhibit A** and depicted on **Exhibit B** to this Easement Agreement (the "Easement Property"). The Easement Property has as its approximate western boundary an address commonly known as 5801 North Pulaski Road, Chicago, Illinois and is a portion of tax parcel identification number 13-02-300-004-0000.

2. **Grant of Temporary Access Easement.** Grantor also hereby grants and conveys unto Grantee the right to use from time to time, at the Grantee's cost and expense, and with Grantor's prior written permission, any immediately adjoining or

immediately adjacent lands of said Grantor when reasonably required in connection with any Gas Utility Work related to the Facilities. Grantee's consent may be conditioned upon Grantor's requirement that Grantee perform such work during regular business hours, that Grantee use designated means of ingress and egress, that Grantee take measures to reduce dust, noise, debris and damage to such adjoining or adjacent lands, and such additional requirements as Grantor may reasonably institute to avoid damage to or interference with the enjoyment of the North Park Nature and Senior Campus by the occupants and users thereof.

3. Limitations on Permanent Easement. The easement rights granted herein are exclusive to Grantee and may not, without the prior written consent of the Grantor, be shared with any other utility, party or person. If the Grantee shall ever voluntarily discontinue service to the North Park Nature and Senior Center Campus, the Grantee shall, at the Grantee's cost and expense, shall remove the Facilities from the Easement Property. All Facilities shall be constructed below ground, except as otherwise permitted in writing by the Grantor.

Grantor retains all of its rights to the use and occupation of Easement Property not inconsistent with the use by Grantee herein granted. Grantor agrees that the building of any permanent building directly over said Facilities or within five (5) feet of the centerline of the Easement Property or any part thereof shall be conclusively deemed to be a use of the Easement Property inconsistent with the easement granted in Section 1 above.

No work performed by Grantee in connection with the exercise of said easement rights may unreasonably restrict access to the Grantor's property. Grantor reserves the right to require Grantee to relocate its Facilities to mutually agreed upon alternate locations, provided however, that Grantor shall first pay to Grantee the cost and expenses to be incurred by it in connection with such relocation.

Grantee, at Grantee's cost and expense, agrees to restore any part of the Easement Property or the adjoining or adjacent lands damaged by any Gas Utility Work to approximately the condition of such property immediately before such damage occurred, including, without limitation repairing and, if necessary, replacing any streets, sidewalks, curbs, pavement, grass and landscaping damaged. If such repair and replacement work are not made within thirty (30) days after the Grantee's completion of any Gas Utility Work, the Grantor may make such necessary repairs or replacements and recover the reasonable cost thereof from Grantee; provided, however, that as to any grass or landscaping replacement work, such work may be deferred until the following spring season so long as such work is completed by June 1st of such spring season.

4. Indemnification for Gas Utility Work. Grantee shall indemnify, defend, protect, defend and hold Grantor and Grantor's elected officials, employees and agents harmless from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that arise out of Grantee's performance of (or failure to perform) any Gas Utility Work.

5. Permitted Successors and Permitted Assigns. This Easement Agreement shall run with the land and be binding upon and for the benefit of (a) Grantor and its successors and assigns, and (b) the Peoples Gas Light and Coke Company and any entity that succeeds to the gas delivery operations of The Peoples Gas Light and Coke Company, whether by purchase, merger, operation of law or otherwise, provided, however, that no other person or party shall be deemed to be a permitted successor or assign to The Peoples Gas Light and Coke Company.

6. Notices. Any notices set by either party to the other party hereunder shall be sent in writing, by personal delivery or by certified mail, as follows:

If to Grantor:           The City of Chicago  
                                  Department of General Services  
                                  Office of Real Estate Management  
                                  30 N. LaSalle Street, 3rd Floor  
                                  Chicago, Illinois 60602

If to Grantee:            The Peoples Gas Light and Coke Company  
                                  130 E. Randolph  
                                  Chicago, Illinois 60601

7. Multiple Counterparts. This Easement Agreement may be executed in multiple original counterparts, and the original signature pages attached, to constitute a complete, fully executed original instrument.

[SIGNATURES APPEAR ON NEXT PAGE]



IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**GRANTOR:**

**CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government

By: \_\_\_\_\_  
Commissioner  
Department of Transportation

By: \_\_\_\_\_  
Commissioner  
Department of General Services

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing document as the Commissioner of Department of Transportation and Department of General Services, respectively, 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 \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

**Legal Description of Easement Property**

[SEE ATTACHMENT]

## ATTACHMENT A

**EDI**

## LEGAL DESCRIPTION

APPROVED BY: SB

**EXHIBIT B**

**Depiction of Easement Property**

[SEE ATTACHMENT]

