



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Details (With Text)

File #: O2013-1604
Type: Ordinance
Status: Passed
File created: 3/13/2013
In control: City Council
Final action: 4/10/2013

Title: Intergovernmental agreement with Chicago Board of Education regarding sewer easement at 644-738 S State St for new Jones High School

Sponsors: Emanuel, Rahm

Indexes: Intergovernmental

Attachments: 1. O2013-1604.pdf

Date	Ver.	Action By	Action	Result
4/10/2013	1	City Council	Passed	Pass
3/25/2013	1	Committee on Housing and Real Estate	Recommended to Pass	Pass
3/13/2013	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Board of Education regarding a sewer easement.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

WHEREAS, The Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorizes and encourages cooperative agreements between units of Illinois' state and local government; and

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 Board of Education for the City of Chicago ("BOE"), is a body politic and corporate created by State Statute 105 ILCS 5/34-1 et seq. (2011); and

WHEREAS, BOE acquired the property legally described on Exhibit A below ("Property") for the construction of a new Jones High School ("Jones"); and

WHEREAS, pursuant to 105 ILCS 5/34-20 title to the Property was acquired in the name of the City of Chicago in Trust for Use of Schools; and

WHEREAS, the City and BOE have agreed to the installation of a new sewer in that portion of the Property legally described on Exhibit B below ("Easement Parcel") that will transport excess storm water from Jones and from the public alley immediately west of Jones to a City sewer in State Street; and

WHEREAS, The City, through its Department of Water Management, will own the sewer in the alley west of Jones and the sewer in South State Street east of Jones; and

WHEREAS, the City will maintain and operate the sewer in the Easement Parcel after it has been installed because the sewer will be transporting excess storm water from the public alley on the west side of Jones and across the Jones property to the City sewer in South State Street; and

WHEREAS, The Department of Water Management, after due investigation and consideration, has determined that it is in the best interest of the City for BOE to grant, and for the City to accept, an easement in the Easement Parcel for the purpose of maintaining, repairing and replacing the new sewer to be installed therein that will transport excess storm water from the alley west of Jones to the existing public City sewer east of Jones in South State Street; 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 Water Management is hereby authorized to execute, subject to the approval of the Corporation Counsel, a non-exclusive easement grant agreement in the form attached hereto as Exhibit C and any other such documentation as may be necessary to effectuate the transaction described herein.

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 immediately upon its passage and approval.

2

Exhibit A

Legal Description of (New Jones High School) Property

Lots 14, 15 and 16 in Block 136 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois and

Lots 1, 6 and 7 in Wallis and Butler's Subdivision of Block 135 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and,

Lots 1 through 10, both inclusive, in the Subdivision of Lots 12, 13, 18 and 19 (Except Alley) in the Subdivision of Block 135 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

together with any and all interests in the streets and alleys adjoining the properties described above.

PROPERTY INDEX NUMBERS:

17-16-408-023-0000
17-16-408-024-0000
17-16-408-025-0000.
17-16-408-026-0000
17-16-408-027-0000
17-16-408-028-0000
17-16-408-029-0000
17-16-408-030-0000
17-16-408-031-0000
17-16-408-032-0000

COMMON ADDRESS:

644 through 738 South State Street, Chicago, Illinois

NEW JONES HIGH SCHOOL BUILDING ADDRESS:

700 South State Street, Chicago, Illinois

3

Exhibit B

Legal Description of Easement Parcel and Plat of Easement

THAT PART OF LOT 14 IN BLOCK 136, IN SCHOOL SECTION ADDITION TO CHICAGO, IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 5.5 FEET ON EACH SIDE OF A CENTER LINE BEING A LINE 10.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 14, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,204 SQUARE FEET OF LAND, MORE OR LESS.

PIN: 17-16-408-023-0000 (Part of)

5

Exhibit C Form of Easement Grant Agreement [Attached]

6

This space reserved for use by Office of the Recorder of Deeds

NON-EXCLUSIVE EASEMENT GRANT AGREEMENT

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO beneficial owner, on behalf of the City of Chicago, in trust for the use of schools, (hereinafter called "Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys unto the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of local government (hereinafter called "Grantee"), acting by and through its Department of Water Management, an Illinois municipal corporation, organized and existing under the laws of the State of Illinois and unto its successors and assigns, a nonexclusive easement (the "Easement") to lay, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, change the size of or abandon in place all or any part of a sewer main or service pipes and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for the proper operation of the sewer (hereinafter called "Sewer Facilities") in, upon, through, under, over, along and across the following described real estate located at 700 South State Street, Chicago, Illinois (the "Real Estate") situated in the County of Cook and State of Illinois:

THAT PART OF LOT 14 IN BLOCK 136, IN SCHOOL SECTION ADDITION TO CHICAGO, IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 5.5 FEET ON EACH SIDE OF A CENTER LINE BEING A LINE 10.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 14, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,204 SQUARE FEET OF LAND, MORE OR LESS (the "Easement Area").

PIN: 17-16-408-023-0000 (part of).

As depicted on Exhibit A attached hereto (the "Plat of Easement").

7

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

1. Grantee shall perform any and all construction and maintenance of the Sewer Facilities in the Easement Area in accordance with all applicable laws governing such construction, and in a safe and a good workman like manner and standard.
2. Grantee, its employees, agents, and assigns shall at all times have free access and ingress to, and egress from, and over said Easement Area to lay, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, change the size of or abandon in place all or any part of said Sewer Facilities. Grantee may not remove or replace the Sewer Facilities in the Easement Area without 60 days notice to Grantor.
3. Grantor retains all of its rights to the use and occupy said Real Estate 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 permanent structure on or over said Real Estate or any part thereof by Grantor, its successors, assigns, licensees or lessees, that interferes with Grantee's Easement rights shall be conclusively deemed to be a use of said Real Estate inconsistent with the Easement herein granted.

4. Grantee agrees to restore any part of the Easement Area which is damaged by Grantee's negligent construction, installation, operation, maintenance, repair, renewal, removal, or changing the size of said Sewer Facilities, to the condition of the Easement Area immediately before such damage occurred or better; provided, however, that Grantee shall not be obligated to restore any improvements to the surface of the Easement Area.

5. Grantee assumes responsibility for, and shall indemnify, save, and keep harmless the Grantor against any loss, damage, cost or expense which it may suffer, incur or sustain, or for which it might become liable growing out of any injury to or death of persons, or loss, or damage to property, arising out of or in any way relating to or occurring in connection with Grantee's failure to maintain or repair the Sewer Facilities or Grantee's use of the Easement, or caused in the performance of any work done by or under the authority of the Grantee by virtue of the rights granted herein. In the event of the bringing of any action, suit or suits, against the Grantor growing out of any such loss, damage, cost or expense, and as a prerequisite to any recovery therefore from the Grantee, the Grantor shall give written notice to Grantee of the commencement of such action, suit or suits, and thereafter Grantee shall assume the defense thereof. Grantee is not precluded from raising any defense or immunity, with respect to third party claims, under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.). Grantee is not required to indemnify Grantor for Grantor's negligence or the negligence of Grantor's officers, agents, employees, consultants, subcontractors or licensees.

6. This is a non-exclusive Easement. Grantor hereby reserves the right to grant easements to other utilities or services which may intersect or transect the Easement granted hereunder. Any easement granted to a utility or service intersecting or transecting the Easement granted hereunder shall be subject to the rights and consent of Grantee, which consent shall not

8

be unreasonably withheld or delayed and shall not be incompatible with, or interfere with, the continuing use of the Easement granted hereunder.

7. 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 the Grantor: Board of Education of the City of Chicago
125 S. Clark Street, 17th Floor Chicago,
Illinois 60603 Attn: Chief Operating Officer
Fax:(773)553-4305

Copy to: Neal & Leroy, LLC
203 N. LaSalle, Suite 2300 Chicago,
Illinois 60601 Attn: Jeanette Sublett
Fax:(312) 641-5137

If to Grantee: Department of Water Management
1000 East Ohio Street Chicago, Illinois
60611 Attn: Director of Legal Services Fax:
(312)744-7119

With a copy to: City of Chicago
 Department of Law
 121 North LaSalle Street, Room 600
 Chicago, Illinois 60602
 Attn: Easement Area Division
 Fax: 312-742-0277

Notice should be deemed given on the date of receipt.

8. It is agreed that this grant of Easement covers all the agreements between the parties regarding the subject matter hereof and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this grant of Easement.

9. All provisions of this grant of Easement, including the benefits and burdens, shall run with the land and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in the Easement Area.

10. The Grantor represents and warrants to the Grantee that Grantor is the true, lawful and sole beneficial owner of the Property and is vested with the right and power to grant the Easement to the Grantee for the purposes set forth herein.

11. The rule of strict construction does not apply to this grant. This grant shall be

9

given a reasonable construction so that the intention of the parties and the Plat of Easement to confer a commercially usable right of enjoyment on Grantee is carried out.

12. 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.

13. Grantor's address is 125 South Clark Street, Chicago, Illinois, 60603. Grantee's address is Department of Water Management, 1000 E. Ohio Street, Chicago, Illinois 60611.

SIGNATURES APPEAR ON THE NEXT PAGE

10

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly
executed this day of _____, 2013.

GRANTOR:

**Board of Education of the City of Chicago on Behalf of the City of Chicago in Trust for the Use of the
Schools
City of Chicago,
an Illinois municipal corporation
and home rule unit of local government**

By:
Name:

Chief Administrative Officer

Approved as to Form and Legality:

By: _____
Commissioner
Department of Water Management

Approved as to Form and Legality (except for legal description):

General Counsel

Acting Deputy Corporation Counsel,
Easement Area and Land Use Division

Authorization:

Board Report 12-0425-OP2 Dated: April
25,2012

11

STATE OF ILLINOIS COUNTY OF COOK

)
) ss:)

I, _____, a notary public in and for said County, in the State
aforesaid, do hereby certify that _____, representative of Board of Education of
the City of Chicago, is personally known to me to be the same person whose name is subscribed to the foregoing
document, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument
as his/her 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 _____, 2013.

Notary Public

STATE OF ILLINOIS)

) ss:

COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State of _____, the commissioner of the City of Chicago ("City") Department of Water Management personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of the City 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 _____, 2013.

Notary Public

Approved as to Form and Legality:

This Instrument Was Prepared By:

Jeanette Sublett Neal & Leroy, LLC 203

North LaSalle Street Suite 2300

Chicago, Illinois 60601 Telephone: (312)641

-7144

12

(sub) EXHIBIT A to Easement Agreement SEWER PLAT OF EASEMENT [Attached]

GREMLEY & BIEDERMANN

GRAPHIC SCALE tom*

PLCS Corporation

PHORCSSIONAL LISO SuRVerOSS

4505 HCRTH tunm Ettot, Chomo. il 60TH SJ695-51M Fil: ;i6-4th Eluil irtf M?L*EJ?<TT CSII

EASEMENT

EXHIBIT

PROPOSED SEV*a EASEMENT*

THAT PART OF LOT U IN BLOCK 13* IN SCHOOL SECTION ADDITION TO CHICAGO, IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 14, EAST OF TWP THIRD PRWCIM, MCR.DUN. (UNO 46 F'CET ON UACH 3* OF A CENTER UNE DEMO A UNC 10 73 FEET SOUTH OF AMP PARALLEL WITH THE NORTH LIC OF GAIO LOT U. IH COOK COUNTY. ■.UNCUS.

COKTAHJKG IJIM SQUARE FEET C# LAND. MORE OR IMS.

IKC&C U FI. PUBLIC H.C 4)

LOT 26

LOT 7

16 FT. PUBLIC AUET

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

109.45' mro'oo'

lot 14 sTM£,

ICJTH UKI IJF L&T 14 J

LOT 15

< !

SOOTH WILCT QLOCV US.

\$1

(RECORD 88 FT PLOuC R.O.W.)

i CF I
201

OKI WWWIHW aWOCL

GREWLEY & BIEDERMANN S-

a£An»rrüBis-iMi3M0ii-
j11bQ° Cl flit j1