Legislation Details (With Text)

File #:	O2015-2673		
Type:	Ordinance	**Status:**	Passed
File created:	4/15/2015	**In control:**	City Council
		Final action:	5/6/2015
Title:	Easement agreement with WPA 2 LLC at 1515 W Haddon Ave for installation of storm sewer		
Sponsors:	Emanuel, Rahm		
Indexes:	Easement		
Attachments:	1. O2015-2673.pdf		

Date	Ver.	Action By	Action	Result
5/6/2015	1	City Council	Passed	Pass
4/29/2015	1	Committee on Housing and Real Estate	Recommended to Pass	Pass
4/15/2015	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 15,2015

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 easement agreement regarding property located at 1515 West Haddon.

Your favorable consideration of this ordinance will be appreciated.
Mayor

Very truly yours,

/ f

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, WPA 2, LLC, an Illinois limited liability company ("WPA 2), owns the property legally described on Exhibit A ("Property"); and

WHEREAS, a North/South 9-inch clay municipal storm sewer line built in 1919 runs under Property. No public record currently exists evidencing that 1919 storm sewer; and

WHEREAS, City and WPA 2 have agreed to WPA 2 constructing and installing a new North/South 12-inch ductile iron storm sewer ("Sewer Facilities") in that portion of the Property (the "Easement Area"), depicted in "red" on the two page "Plat of Survey" attached hereto as Exhibit B, to be installed during WPA 2's construction of its private development of a 41-unit, six-story apartment building on the Property; and

WHEREAS, City and WPA 2 have agreed to share equally in the payment of the total costs and expenses, including labor, for the construction and installation of the Sewer Facilities not to exceed the total amount of Seventy Thousand Dollars ($70,000), to be shared equally; and

WHEREAS, after WPA 2's construction and installation of the Sewer Facilities, WPA 2 shall transfer ownership of the Sewer Facilities to the City; and

WHEREAS, City, through its Department of Water Management, shall own, maintain and operate the Sewer Facilities at its own cost and expense; 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 WPA 2 to grant, at no cost to the City, and for the City to accept, an easement in the Easement Area for the purpose of maintaining, repairing and replacing the new Sewer Facilities; 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 or his designee is hereby authorized to share equally in the payment of the total costs and expenses, including labor, for the construction and installation of the Sewer Facilities not to exceed the total amount of Seventy Thousand Dollars ($70,000), to be shared equally.

SECTION 3. The Commissioner of the Department of Water Management or his designee, is hereby authorized to execute, subject to the approval of the Corporation Counsel, a non-exclusive storm sewer 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.

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SECTION 4. 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 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1: LOT 56 IN BLOCK 2 OF PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWWEST $^1/_2$ OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST $^1/_2$ (EXCEPT THE SOUTHEAST % OF THE NORTHWEST % AND THE NORTHEAST % OF THE SOUTHWEST $^1/_4$) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

PARCEL 2: LOTS 57, 58 AND 59 IN BLOCK 2 OF PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWWEST $^1/_2$ OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST $^1/_2$ (EXCEPT THE SOUTHEAST $^1/_4$ OF THE NORTHWEST "A AND THE NORTHEAST "A OF THE SOUTHWEST %) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1515 West Haddon, Chicago, Illinois PIN: 17-05-301-019-0000 and 17-05 -301-020-0000.

EXHIBIT B

PLAT OF SURVEY TWO PAGES

(Attached)

TOPOGRAPHICAL PLAT OF SURVEY

LOTS 56, 57, 58, AND 59 IN BLOCK 2 IN PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWEST HALF OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST HALF (EXCEPT THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 5. TOWNSHIP 39 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

TOPOGRAPHICAL NOTES:

1 BENCHMARK- CHI SLED SQUARE IN TOP OF CUR& ELEVATION- 13 95' (<3TY Of CHCAGO DATUM) CITY OF CHICAGO BENCHMARKS #4552 * J5682 USED TO ESTABLISH BENCHMARK.

3 FILLED CAtHBASINS HLL NEED TO BE MEASURED FOR INVERT INFORMATION AT ANOTHER DATE WHEN DRY

6 PROPERTY 9HOW HEREONS STUATED WTHIN ZONE X AND NOT WTHIN A SPECIAL FLOOD HAZARD AREA. AS IDENTIFIED BY THE FEDERAL EMERGENCY AGENCY FOR COOK COUNTY. [UJNOIS. ON FLOOD INSURANCE RATE MAP PANEL NUMBER 17031C04164, WTH AN EFFECTIVE DATE OF AUGUST IS. 2008

1 AREA 12.360 SO FT MORE OR LESS.

2. SURVEY SHOW HEREON BASED ON CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 1412 008949736 LP1 DATED AUGUST 22. 2013 (REVISED COMMITMENT PRODDED 10/23/2013) (LOTS S7. 58. AND 59) AND CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO 1401 006935614 DI DATED AUGUST 30. 2013 (SUPPUEO 10/16/23) (LOT 56) LEGAL DESCRIPTION SHOWN HEREON IS A COMBINATION OF THE TWO LEGAL DESCRIPTIONS- THIS WAS DONE AT THE REQUEST OF THE CLIENT.

3 NOT ALL PROPERTY CORNERS WERE MOM U MEN TED AT THE REQUEST OF THE CLIENT TO BE SET AT A FUTURE

4 SEAM MEASUREMENTS BASED ON MEASUREMENTS PERFORMED AT NORTH AND SOUTH ENDS OF PROPERTY ONLY NO ACCESS TO SEAM AS IS RUNS ALOHG THE WEST LIKE OF PROPERTY SHOWN HEREON NO ACCESS TO SEAM possiaLE-

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PREPARED FOR: SUTHERLAND

Urchell and Associates, Inc.
Land Surveying Services

PHONE 708 925 7155 FAX 773 298 9500
m ureh ell nd»wociat» etna*

DESIGN FIRM REGISTRATION #184-004694

NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE. FIELD MONU MENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FOR BUILDING UNE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED. ABSTRACT, TITLE POUCY. CONTRACTS ANO LOCAL BUILDING AND ZONING ORDINANCES.

i

FIELD WORK COMPLETED: 11/01/13

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATED: 11/04/13

ROBERT J. URCHELL I.P.L.S. No. 3438 LICENSE RENEWAL DATE: NOVEMBER 30. 2014 SURVEY No. 13-09-013-R3-TOPO

UTILITY MAP DRAWING

1. THE FOLLOWING ENTITIES UST NO EM STING FACILITIES PER THE OFFICE OF UNDERGROUND COORDINATION MEMBER RESPONSE OUC FILE #2013-5907 AND SUPPLED TO CLIENT ON 12/21/2013.

- 01-CDOT PROXCT DEVELOPMENT
- 01-COWED TRANSMISSION
- OI-AQOVINET COMMUNICATIONS. INC
- 01-RCN
- 01-SUNESYS, LLC
- 01-LEVEL 3 C0MMUN1CaT10NS\LCN
- 01-MO
- 01-DIGITAL REALTY TRUST (LAKESIDE TECHNOLOGY CENTER)
- 01-M WR D (SHAIKEN)
- 01 - MDE\THERMAL CHICAGO CORPORATION
- C-.-COOT-RED LIGHT CAMERAS REVIEWED BY REDTLEX TRAFFIC SYSTEMS. INC
- 01-CTA-TRAFFIC
- 01-CDOT ENGINEERING

? THE BUREAU OF FORESTRY STATES THAT IT IS NOT INVOLVED AT THIS TIME. 3 THE FOLLOWING ENTITIES PROVIDED MAPS AND\OR DRAWINGS.

A. flRE ALARM it POLICE TELEGRAM CABLE SYSTEM ORG NO 35129 (MAP DOES NOT APPEAR TO AFFECT PROPERTY SHOWN HEREON, MAP NOT TO SCALE AND VAGUE)

B WATER DISTRICT DIVISION ENGINEERING SECTION - BOOK NO 3J\PAGES NO 06 & 07 DATE 12-14-2011 LR DASHED LINES AND DESCRIPTION SHOWN HEREON ARE AS DEPICTED ON SAID MAPS\DR AWNGS

C. CITY OT CHICAGO DEPARTMENT Of STREETS AND SANITATION DIVISION OF ELECTRICAL ENGINEERING EDISON SERVICE ATLAS NO M-20 1c L-20. (CONDUIT SHOWN ONLY RUNS ALONG MILWAUKEE AND ASHLAND AVE PERM APS PROVIDED)

0 CHICAGO RAILWAYS CO MILWAUKEE AVE CONDUIT DRAWING NO C-2M90 * C-2569C (ONLY DEPICTED AREA WITHIN MILWAUKEE AVENUE AND NONE SHOWN IN HADDON AND ALLEYS)

L~. CONDUIT RECORO NW X M -20 it NCI/4 L-20 (DOES NOT DEPICT ANY CONDUIT UNES NEAR PROPERTY SHOWN HEREON)

F COMCAST DRAWING SECTION 32T3-B-0-1 (DETAIL PAGE NOT PROVIDED PAGE PROVIDED VAGUE ANO NT 10 SCALE) PHYSICAL GROUND LOCATION OF UNES FROM A UTILITY MARKING COMPANY SHOULD BE MARKED PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION, EXCAVATION OR CONSTRUCTION

C. AI & T MAP MILWAUKEE AVE FROM NOOLE STREET TO DIVISION STREET Ic ASHLAND AVENUE FROM CHICAGO A\CNUE TO DIVISION STREET (ONLY DEPICTS MILWAUKEE AVENUE AND DOES APPEAR TO RUN NEAR PROPERTY SHOWN HEREON)

I PEOPLES CAS "AREA BOUNDED BY AND INCLUDING W HADDON AVE, N MILWAUKEE AVE. W THOMAS ST ANO N ASHLAND AVE" DATED 12/3/2013

J SEWER MAP 33-9-30 (SEE TOPOGRAPHICAL NOTE 4. PACE 1)

K COMED CABLE AND CONDUIT MAP: 0343-A2CO DATED 7/12/2013, 0343-AICD DATED 11/26/2013. AND CABLE AND CONDUIT MAP 0343-A1AB DATED 11/26/2013 SHOWN HEREON

L. CHICAGO TRANSIT AUTHORITY CONTRACT D-5 SHEETS NO. 3 4. 5, AND 6. CONTRACT D-6D SHEET NO C-2. G-29 C-30: CONTRACT 0-6B SHEET NO C-36. S-35A. S-36 ONLY DEPICTS ARE RUNNING THROUGH MILWAUKEE AVtNUE.

EXHIBIT C

FORM OF
NON-EXCLUSIVE STORM SEWER EASEMENT GRANT AGREEMENT
(Attached)

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NON-EXCLUSIVE STORM SEWER EASEMENT GRANT AGREEMENT

WPA 2, LLC, an Illinois limited liability company, (hereinafter called "Grantor"), in consideration of the Grantor's agreement to share the costs of construction and installation of the storm sewer facilities, pursuant to the terms of this Agreement, and other good and valuable consideration, 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 new 12-inch ductile iron storm sewer, and any 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 storm sewer (hereinafter called "Sewer Facilities") in, upon, through, under, over, along and across the following described real estate owned by Grantor and located at 1515 West Haddon, Chicago, Illinois (the "Real Estate") situated in the County of Cook and State of Illinois:

PARCEL 1: LOT 56 IN BLOCK 2 OF PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWWEST $^{1}/_{2}$ OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST $^{1}/_{2}$ (EXCEPT THE SOUTHEAST $^{1}/_{4}$ OF THE NORTHWEST "A AND THE NORTHEAST "A OF THE SOUTHWEST "A) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND,

PARCEL 2: LOTS 57, 58 AND 59 IN BLOCK 2 OF PAGE BROTHERS SUBDIVISION OF BLOCK 15 AND THE NORTHWWEST 7_{2} OF BLOCK 18 IN CANAL TRUSTEE SUBDIVISION OF THE WEST $^{1}/_{2}$ (EXCEPT THE SOUTHEAST $^{1}/_{4}$ OF THE NORTHWEST % AND THE NORTHEAST $^{1}/_{4}$ OF THE SOUTHWEST %) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-05-301-019-0000 and 17-05-301-020-0000.

As such Sewer Facilities are depicted on Exhibit A attached hereto and made a part hereof (the "Plat of Survey") and limited to only that part of the Real Estate that is reflected in "red" on the two-page Plat of Survey (the "Easement Area").

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

1. Grantee desires to upgrade an already existing North/South 9-inch clay municipal storm sewer line built in 1919, which such storm sewer line runs under private property owned by Grantor and located at 1515 West Haddon, Chicago, Illinois. No public record currently exists evidencing that 1919 Storm Sewer.

2. Grantor agrees to grant to the Grantee at no cost, and the Grantee agrees to accept the Easement right in, on, over, and under the Real Estate for purpose of upgrading the 1919 Storm Sewer to a

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North/South 12-inch ductile iron storm sewer to be installed by Grantor during the Grantor's construction of Grantor's private development of a 41-unit, six-story apartment building on the Property.

3. Grantor and Grantee have agreed to share equally in the payment of the total costs and expenses, including labor, for the construction and installation of the Sewer Facilities in the total amount of not to exceed Seventy Thousand Dollars ($70,000), or not to exceed Thirty-Five Thousand and no/100 Dollars ($35,000) each. Grantee agrees to reimburse Grantor for Grantee's share of the said payment after Grantor has completed the construction and installation of the Sewer Facilities and DWM has inspected and approved and accepts the transfer of such constructed and installed Sewer Facilities. Grantor agrees to provide a copy of lien waivers for the cost of the construction and installation of the Sewer Facilities.

4. Grantor shall perform any and all construction and installation 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.

5. After Grantor's construction and installation of the Sewer Facilities, Grantor shall transfer the Sewer Facilities to the Grantee. Grantee shall own, maintain and operate the Sewer Facilities at its own cost and expense.

6. 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.

7. Grantor retains all of its rights to 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, shall not interfere with Grantee's Easement rights.

8. After Grantor's construction and installation of the Sewer Facilities and transfer of the Sewer Facilities to Grantee, Grantee agrees to restore any part of the Easement Area which is damaged by Grantee's 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.

9. Grantee assumes responsibility for, and shall indemnify, subject to available appropriations and any additional legislative approvals, 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 the negligence or the willful and wanton acts of Grantor or the negligence or the willful and wanton acts of Grantor's officers, agents, employees, consultants, subcontractors or licensees.

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

11. 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
WPA 2, LLC 1517W. Haddon Chicago,
Illinois 60642 Attn: Mark Sutherland

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

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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.

12. 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.

13. 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.

14. 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.

15. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties and the Plat of Survey to confer a commercially usable right of enjoyment on Grantee is carried out.

16. 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.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly executed this day of , 2015.

GRANTOR:

WPA 2, LLC,
an Illinois limited liability company
City of Chicago,
an Illinois municipal corporation and home rule unit of local government

By:
Name:

By:
Commissioner
Department of Water Management

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STATE OF ILLINOIS COUNTY OF COOK

)
) ss:)

I , , a notary public in and for said County, in the State aforesaid, do hereby certify that , the of WPA 2, LLC, an Illinois limited liability company, 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 2015.

Notary Public

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, , a notary public in and for said County, in the State aforesaid, do hereby certify that , 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 , 2015.

Notary Public

This Instrument Was Prepared By:
Karen Bielarz
Senior Counsel
City of Chicago
121 North LaSalle Street
Room 600
Chicago, Illinois 60602 (312) 744-6910

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

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