Legislation Details (With Text)

File #:	O2018-4269		
Type:	Ordinance	**Status:**	Passed
File created:	5/23/2018	**In control:**	City Council
		Final action:	6/27/2018
Title:	Agreements for limited grants of permanent easements and temporary access easements with Illinois Bell Telephone Company, d.b.a. AT&T Illinois, Commonwealth Edison Company, and Peoples Gas Light and Coke Company related to City-owned property at 4241 N Neenah Ave for benefit of Department of Fleet and Facility Management North Side Shop		
Sponsors:	Emanuel, Rahm		
Indexes:	Easement		
Attachments:	1. O2018-4269.pdf		

Date	Ver.	Action By	Action	Result
6/27/2018	1	City Council	Passed	Pass
6/20/2018	1	Committee on Housing and Real Estate	Recommended to Pass	
5/23/2018	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 23, 2018

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 agreement.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

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

SECTION 1. On behalf of the City of Chicago, the Commissioner (or his designee) (the "Commissioner") of the Department of Fleet and Facility Management (the "Department") is authorized to execute a non-exclusive Grant of Easement (and any other such documentation as may be necessary to effectuate such Grant of Easement) with each of (1) The Peoples Gas Light and Coke Company, (2) The Commonwealth Edison Company, and (3) Illinois Bell Telephone Company doing business as AT&T Illinois, governing access to the City-owned real property located at 4241 North Neenah Avenue for purposes of installing, repairing, and maintaining, respectively, gas, electric and telecommunications services for the benefit of the Department's planned North Side Shop, all as depicted on Exhibit 1 attached hereto; such Grants of Easement to be approved as to form and legality by the Corporation Counsel in substantially the forms attached hereto as Exhibit 2, 3 and 4 (which such changes as may be deemed necessary by the Commissioner).

SECTION 2. 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 3. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval.

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ORDINANCE EXHIBIT 1, DEPICTION OF GRANTS OF EASEMENT
(see attached)

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ORDINANCE EXHIBIT 2, FORM OF GRANT OF EASEMENT WITH PEOPLES GAS
(see attached)

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This Space For Recorder's Use Only

This instrument prepared by: Send easement to fGranteel for recording:

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, the CITY OF CHICAGO, (hereinafter called "Grantor"), does hereby grant, and convey unto THE PEOPLES GAS LIGHT AND COKE COMPANY

(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 operate and, at the Grantee's cost and expense, lay, install, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, remove (any such work, "Work"), all or any part of and other equipment and appurtenances as may be necessary, convenient or desirable (hereinafter called "Facilities") principally to provide service to the improvements located on the properties [to be] known as the Grantor's Department of Fleet and Facility Management North Side Shop (the "Shop") in, upon, through, under, over, along, across, and within the real property legally described on Exhibit A and depicted in the plat of easement attached to Exhibit B to this "Grant of Easement" (the "Easement Property"). The Easement Property has an address of [4241 North Neenah Avenue], Chicago, Illinois and is [a portion of] tax parcel identification number(s) .

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 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 Grantor's use and operation of the Shop.

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3. Limitations on Permanent Easement. The easement rights granted herein are not exclusive to Grantee. The Grantee may not, without the prior written consent of Grantor, share the easement rights granted herein with any other utility, party or person. Grantee acknowledges that Grantor anticipates granting comparable easement rights in the Easement Property to , , and any other entity(s) the City may determine in its sole discretion. If (a) the Grantee shall ever voluntarily discontinue service to the Shop, or (b) the Grantor shall notify the Grantee that it has elected to discontinue service to the Shop, the Grantee shall, at the Grantee's cost and expense, 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 certifies that it is self-insured in accordance with applicable laws.]

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 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

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within thirty (30) days after the Grantee's completion of any 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 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 Work.

5. Permitted Successors and Permitted Assigns. This Grant of Easement shall run with the land and be binding upon and for the benefit of (a) Grantor and its successors and assigns,
and (b) [Grantee] and any entity that succeeds to the delivery operations of [Grantee],
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 [Grantee].

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:

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If to Grantor: City of Chicago
Department of Fleet and Facility Management 30 North
LaSalle Street, Room 300 Chicago, Illinois 60602 Attention:
Commissioner

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

If to Grantee:

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

8. As-Built Survey. Within thirty (30) days following completion of the Work relating to the construction of the ' Grant[ee][or] shall provide Grant[or][ee] with an as-built drawing and a survey (prepared and stamped by a registered surveyor in good standing with the State of Illinois) which reflects the location of the Facilities including their depth and dimensions, in the Easement Property. The Grantor intends to prepare an amendment to this Grant of Easement that replaces the current Exhibit A with a new Exhibit A that includes the legal description from the survey and a new Exhibit B that includes the survey. The Grant[ee][or] shall record, at its expense, this Grant of Easement and any amendment thereto.

9. City's Signature Authority. The Grantor has executed this Grant of Easement

9. pursuant to an ordinance adopted by the City Council of the City on , 2018.

10. Incorporation of Exhibits. Exhibits A and B are hereby incorporated into this Grant

of Easement.

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[SIGNATURE APPEARS ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this day of , 2018.

GRANTOR:

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

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

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STATE OF ILLINOIS COUNTY OF COOK

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) SS)

I, , a notary public in and for said County, in the State aforesaid, do hereby certify that David J. Reynolds, personally known to me to be the same person whose name is subscribed to the foregoing document as the Commissioner of Department of Fleet and Facility Management, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed and as the free and voluntary act and deed of the City of Chicago 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 , 2018.

Notary Public

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PEOPLES GAS EASEMENT EXHIBIT A Legal Description of Easement Property [NOT ATTACHED FOR PURPOSES OF ORDINANCE]

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PEOPLES GAS EASEMENT EXHIBIT B Plat of Easement Property [NOT ATTACHED FOR PURPOSES OF ORDINANCE]

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ORDINANCE EXHIBIT 3, FORM OF GRANT OF EASEMENT WITH COMED
(see attached)

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[This Space for Recorder Use Only]

GRANT OF EASEMENT

For good and valuable consideration, the receipt whereof is hereby acknowledged, THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, (hereinafter called "Grantor"), in consideration of the sum of Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged, does hereby warrant, grant and convey unto: COMMONWEALTH EDISON COMPANY, an Illinois corporation and its successors, assigns, lessees, licensees, and agents (collectively, the "Grantees"), a nonexclusive easement in perpetuity (the "Easement"); upon, over, and/or across the below described property, with the right to construct, reconstruct, add, remove, relocate, renew, operate and maintain, from time to time, wires, cables, conduits, transformers, pedestals, switchgear and other facilities used in connection with underground transmission and distribution of electricity, sounds and signals, (collectively the "Grantee Facilities") together with right of ingress and egress to the same and right, from time to time, to trim or remove trees, bushes and saplings and to clear all obstructions from the surface and subsurfaces as may be required incident to the grant herein given, in, over, under, across, along and upon the surface of property legally described on Exhibit A and further depicted upon the Easement Area sketch, labeled Exhibit A-1, respectively, both attached hereto and made part hereof situated in Cook County, Illinois ("Easement Area"). Except as otherwise provided for herein, 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 the Grantee. After installation of any 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.

EASEMENT AREA DESCRIPTION AND DEPICTION ATTACHED
AS EXHIBITS A AND A^I

1. Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

2. Grantee hereby agrees to restore all Property disturbed by its activities in the Easement Area to the condition existing prior to the disturbance, except as otherwise provided for herein.

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3. *Grantees shall have the right to remove or trim such trees in the Easement Area as are necessary to exercise the rights conveyed herein. '*

4. After installation of any Grantee Facilities, neither Grantor, nor any subsequent owner of the Property, or any portion thereof, shall construct improvements in the Easement Area or change the grade of the Easement Area without the prior written consent of the Grantee. Notwithstanding the foregoing, the Grantor and Grantee agree to the Grantor's placement of gravel or pavement over the Easement Area, except for the locations and switchgear and transformers.

5. It is expressly understood by the parties that the Grantee shall be solely responsible for the performance and maintenance of any of the Grantee Facilities that Grantee installs within the Easement Area. Grantor shall have no liability or obligation for the laying, installing, constructing, maintaining, operating, inspecting, altering, replacing and removing any of the Grantee Facilities within the Easement Area except for any repair or replacement necessary as a result of damages caused by Grantor's negligence or willful misconduct.

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

7. Grantor expressly reserves the right, at Grantor's sole cost and expense, to pave the surface of the Easement Area with gravel, porous asphaltic or other suitable hard surface paving material, provided same shall not interfere with Grantees' respective full use and enjoyment of the easement rights hereby granted. Grantor hereby agrees to restore any paving or other improvements made by Grantor's activities in the Easement Area.

8. This is a non-exclusive easement. Grantor hereby reserves the right to grant easements to other utilities or services which may intersect or transact the easement granted hereunder.

9. All notices required to be given under this Grant of Easement shall be either hand delivered, by courier, or sent by the 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:

To Grantor:

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel, Real
Estate and Land Use Division
Fax: (312)742-0277

To Grantee:

Commonwealth Edison Company Real Estate & Facilities Three Lincoln Center, 4th Floor Oakbrook Terrace, Illinois 60181 Fax: (630)437-2223
With a copy to:

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel, Real

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Estate and Land Use Division
Fax: (312) 742-0277

With a copy to:

Exelon Business Services Company, LLC 10 South Dearborn Street, 49th Floor Chicago, Illinois 60603
Attention: Assistant General Counsel -Real Estate

Notice shall be deemed given on the date of receipt.

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

11. This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

12. Grantee, at its sole expense and risk, shall indemnify Grantor, its officers, agents and employees, against any and all actual or claimed claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including reasonable attorneys' fees) (a) for loss or damage to property of Grantee, its officers, agents, employees and invitees in the Easement Area pursuant to this Easement, or for injury to or death of any such employee, agent or licensee while in the Easement Area pursuant to this Easement, however, arising; or (b) arising directly or indirectly from any act or omission of Grantee, its officers, agents or employees, at, on or about the Easement Area. Notwithstanding the foregoing, in no event shall any liability extend to (i) matters to the extent caused by Grantor's negligent or willful misconduct, or (ii) damages for any failure to provide service, for interruption of one or more phases, or reversal of such service, or interruptions in electric service. Notwithstanding any contained herein, the parties acknowledge and agree that this Easement shall not alter or impact the rights and obligations of the parties as retail customer and as electric service provider under all applicable laws and tariffs.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, this Grant of Easement has been executed on behalf of the each of the parties hereto on this day of , 20 .

CITY OF CHICAGO

By:

Name:

Its:

COMMONWEALTH EDISON COMPANY

By: .

Name:

Its:

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STATE OF ILLINOIS " COUNTY OF COOK

)
) SS)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that of said corporation, personally known to me to be the same persons whose names are subscribed the foregoing instrument, appeared before me this day in person and acknowledged that they or their duly authorized designee signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth herein.

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

My Commission Expires:

Notary Public

(SEAL)

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STATE OF ILLINOIS COUNTY OF COOK

)
) SS)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that of said corporation, personally known to me to be the same persons whose names are subscribed the foregoing instrument, appeared before me this day in person and acknowledged that they or their duly authorized designee signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth herein.

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

My Commission Expires:

Notary Public

- (SEAL)

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COMED EASEMENT EXHIBIT A EASEMENT AREA DESCRIPTION [NOT ATTACHED FOR PURPOSES OF ORDINANCE]

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COMED EASEMENT EXHIBIT A-1 EASEMENT AREA DEPICTION

[NOT ATTACHED FOR PURPOSES OF ORDINANCE]

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ORDINANCE EXHIBIT 4, FORM OF GRANT OF EASEMENT WITH AT&T
(see attached)

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This Space For Recorder's Use Only

This instrument prepared bv: Send easement to fGranteel for recording:

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, the CITY OF CHICAGO, (hereinafter called "Grantor"), does hereby grant and convey unto ILLINOIS BELL TELEPHONE COMPANY DOING BUSINESS AS AT&T ILLINOIS (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 operate and, at the Grantee's cost and expense, lay, install, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, remove (any such work, "Work"), all or any part of and other equipment and appurtenances as may be necessary, convenient or desirable (hereinafter called "Facilities") principally to provide service to the improvements located on the properties [to be] known as the Grantor's Department of Fleet and Facility Management North Side Shop (the "Shop") in, upon, through, under, over, along, across, and within the real property legally described on Exhibit A and depicted in the plat of easement attached to Exhibit B to this "Grant of Easement" (the "Easement Property"). The Easement Property has an address of [4241 North Neenah Avenue], Chicago, Illinois and is [a portion of] tax parcel identification number(s) .

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 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

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adjacent lands, and such additional requirements as Grantor may reasonably institute to avoid damage to or interference with the Grantor's use and operation of the Shop.

3. Limitations on Permanent Easement. The easement rights granted herein are

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not exclusive to Grantee. The Grantee may not, without the prior written consent of Grantor,

share the easement rights granted herein with any other utility, party or person. Grantee

acknowledges that Grantor anticipates granting comparable easement rights in the Easement Property to , , and any other entity(s) the City may determine in its sole discretion. If (a) the Grantee shall ever voluntarily discontinue service to the Shop, or (b) the Grantor shall notify the Grantee that it has elected to discontinue service to the Shop, the Grantee shall, at the Grantee's cost and expense, 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 certifies that it is self-insured in accordance with applicable laws.]

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 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 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 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 Work.

5. Permitted Successors and Permitted Assigns. This Grant of Easement shall run with the land and be binding upon and for the benefit of (a) Grantor and its successors and assigns, and (b) [Grantee] and any entity that succeeds to the delivery operations of [Grantee], 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 [Grantee].

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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:

City of Chicago
Department of Fleet and Facility Management 30 North LaSalle Street, Room 300 Chicago, Illinois 60602

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Attention: Commissioner

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Real Estate and Land Use Division

If to Grantee:

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

8. As-Built Survey. Within thirty (30) days following completion of the Work relating to the construction of the , Grant[ee][or] shall provide Grant[or][ee] with an as-built drawing and a survey (prepared and stamped by a registered surveyor in good standing with the State of Illinois) which reflects the location of the Facilities including their depth and dimensions, in the Easement Property. The Grantor intends to prepare an amendment to this Grant of Easement that replaces the current Exhibit A with a new Exhibit A that includes the legal description from the survey and a new Exhibit B that includes the survey. The Grant[ee][or] shall record, at its expense, this Grant of Easement and any amendment thereto.

9. City's Signature Authority. The Grantor has executed this Grant of Easement

9. pursuant to an ordinance adopted by the City Council of the City on , 2018.

10. Incorporation of Exhibits. Exhibits A and B are hereby incorporated into this Grant of Easement.

[SIGNATURE APPEARS ON NEXT PAGE]

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IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this day of , 2018.

GRANTOR:

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

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

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, , a notary public in and for said County, in the State aforesaid, do hereby certify that David J. Reynolds, personally known to me to be the same person

whose name is subscribed to the foregoing document as the Commissioner of Department of Fleet and Facility Management, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed and as the free and voluntary act and deed of the City of Chicago 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 , 2018.

Notary Public

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AT&T EASEMENT EXHIBIT A Legal Description of Easement Property [NOT ATTACHED FOR PURPOSES OF ORDINANCE]

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AT&T EASEMENT EXHIBIT B Plat of Easement Property [NOT ATTACHED FOR PURPOSES OF ORDINANCE]

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