



Office of the City Clerk

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

Legislation Text

File #: O2013-8458, **Version:** 1

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 nonexclusive 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: PIN:
3600 N. Halsted St./810 W. Addison St. 14-20-230-008
Chicago, IL 60613-4316

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:

City of Chicago
Department of Fleet and Facility Management 30 North LaSalle Street, Room 300 Chicago, Illinois
60602 Attn: Office of Real Estate Management

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

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.

3

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

4

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:

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF) SS

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:

1N0W3HJ ·N

LU CO

<

LU

LL.

w cr

2 c/

§§

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

This Ordinance shall be effective from and after the date of its