

**RIGHT OF WAY EASEMENT AGREEMENT
LAKE COUNTY COURT EXPANSION PROJECT**

THIS AGREEMENT entered into this _____ day of _____, A.D. 2015, by and between the City of Waukegan, a political subdivision of the State of Illinois, acting by and through its Mayor and City Council (the “City” and the “Grantor”) and the County of Lake, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board (the “County” and the “Grantee”), (the City and County are collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, the Lake County Courthouse Expansion Project (LCCEP) will be constructed on the County owned parcel of land in Waukegan on the southwest corner of Washington and South County Streets; and

WHEREAS, the County and the City have determined it to be mutually beneficial to enter into an Intergovernmental Agreement (IGA) to address certain concerns and issues that are not otherwise addressed in the permitting process of the LCCEP; and

WHEREAS, the Parties entered into this Agreement pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* on April 7, 2014; and

WHEREAS, the IGA allows for improvements to be constructed, owned and maintained by the County in perpetuity in and above the Public Right of Way (Public ROW) owned by the City adjacent to the project site;

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

Section I.

Recitals:

1. The forgoing preambles are incorporated herein as though fully set forth in this Easement Agreement.
2. Grantee holds title to the property commonly known as 301 Washington Street, Waukegan, Illinois and legally described in attached and incorporated Exhibit A (the “Grantee Parcel”)
3. Grantor owns a Public ROW commonly known as the Washington Street and County Street Rights of Way as indicated in Exhibit B (the “Tunnel and Elevated Walkway Easement”) and Exhibit C (the “Building Components Easement”).
4. Grantee intends to construct the Lake County Courthouse Expansion Project (LCCEP) which shall generally be comprised of four components: a connecting tunnel under Washington Street between and under the proposed court tower and

the existing courthouse; the elevated walkway improvements above Washington Street; a new eight-story Court Tower of approximately 195,000 square feet; and the partial remodeling of the Babcox Justice Center including approximately 45,000 square feet of courts and court holding, intake and booking and kitchen areas.

5. Grantee intends to construct a Tunnel connecting the Existing Courthouse to the Existing Babcox Justice Center as part of the LCCEP which will be installed in the Public ROW in the area indicated in Exhibit B.
6. Grantee intends to construct improvements to the existing elevated walkway as part of the LCCEP which will be installed above the Public ROW in the area indicated in Exhibit B.
7. Grantee intends to construct certain permanent building elements to support various components of the LCCEP including an underground vault for ComEd equipment, various foundation systems, canopy support elements such as columns entrance structure features including stairs, ramps and walks and other site amenity features such as benches, bollards and planters which will be installed in the Public ROW in the area indicated in Exhibit C.
8. Grantee intends to install an earth retention system (ERS) within the public ROW in support of the construction of the LCCEP. This system, which may include sheeting, lagging, piles and tie backs, will remain in place in the public ROW upon completion of construction. Grantee will remove ERS components that are scheduled to remain below Washington Street to a depth of two (2) feet below the lowest existing utility.

Section II.

It is mutually agreed by the Parties:

1. The City hereby grants to the County the perpetual right, easement and authority to construct and install certain permanent building elements to support various components of the LCCEP including an underground vault for ComEd equipment, various foundation systems, canopy support elements such as columns entrance structure features including stairs, ramps and walks and other site amenity features such as benches, bollards and planters which will be constructed and installed in the Public ROW in the area indicated in Exhibit C.
2. The City hereby grants to the County the perpetual right, easement and authority to install an earth retention system (ERS) within the above-described Public ROW in support of the construction of the LCCEP. This system, which may include sheeting, lagging, piles and tie backs, will remain in place in the Public ROW upon completion of construction. However, once a component of the ERS is no longer necessary for the construction of the LCCEP, Grantee will remove ERS components that are scheduled to remain below Washington Street to a depth of two (2) feet below the lowest existing utility.
3. The City hereby grants to the County a perpetual right, easement and authority to install, operate and maintain a tunnel beneath Washington Street ("Tunnel") and an overhead walkway ("Walkway") in Waukegan, between County Street and Martin Luther King, Jr. Drive, substantially as shown in the attached Exhibit B

- (together referred to as the “Easement Premises”), for purposes of access for the public to and from the County’s facilities and courthouse located both north and south of Washington Street between County Street and Martin Luther King, Jr. Drive.
4. This easement shall not prohibit or limit Waukegan’s responsibility or right to maintain any of its utilities or facilities located within the easement areas identified on Exhibits B and C. Each party shall take every effort to not disturb the property or installation of the other party located within the easement area. Should any damage occur, the party causing the damage shall repair such property or installation to the same or better condition that it was in prior to the damage.
 5. The County, its successors or assigns, shall have at all times free and unrestricted access for its employees, agents, and representatives to come upon the Easement Premises for the purpose of access and for maintaining the Tunnel and Walkway. The County shall be solely responsible for the care, operation, and maintenance of the Easement Premises.
 6. This easement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Any notices or submittals to the City shall be addressed to:

Mayor
City of Waukegan
100 N. Martin Luther King Jr. Ave.
Waukegan, IL 60085

With a copy to:

Building, Planning & Zoning Department
City of Waukegan
100 N. Martin Luther King Jr. Ave.
Waukegan, IL 60085

Any notices or submittals to the County shall be addressed to:

County Clerk
County of Lake
18 N. County Street
Waukegan, IL 60085

With a copy to:

County Administrator
County of Lake
18 N. County Street
Waukegan, IL 60085

In witness whereof, the parties have signed, sealed and delivered this instrument on the date it bears.

CITY OF WAUKEGAN, an Illinois
municipal corporation

By: _____
Wayne Motley, Mayor

ATTEST:

By: _____
Maria LaCour, City Clerk

COUNTY OF LAKE, an Illinois
political subdivision

By: _____
Aaron Lawlor
County Board Chairman

ATTEST:

By: _____
Carla Wyckoff
County Clerk