

Resolution

WHEREAS, the County of Lake is the owner of real property described as follows: Lots 8, 9 and 10 in Block 24 in the original Town of Little Fort (now City of Waukegan) in the Southeast Quarter of Section 21, Township 45 North, Range 12, East of the Third Principal Meridian in Lake County, Illinois ("County Property"); and

WHEREAS the City of Waukegan is the owner of the Martin Luther King Jr. Avenue Right-of-Way adjacent to the County Property ("City Property"); and

WHEREAS the County has constructed a new Jail Work Release Center on the County Property, in the course of which the County has constructed a retaining wall that encroaches upon the City Right-of-Way in an approximate area of 60 feet long and 2.5 to 3.2 feet deep (approximately 170 square feet); and

WHEREAS the City has agreed to allow the County Encroachment and to grant the County permanent access to the City Property for the purpose of maintaining the retaining wall on the County Encroachment, and the County has agreed to maintain the wall and to indemnify the City for any losses or claims that arise from the encroachment, as more particularly described within the attached Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by this County Board of Lake County, Illinois that the attached Intergovernmental Agreement by and between the County of Lake and the City of Waukegan be entered into, and the Chairman of the Lake County Board is hereby authorized to execute said Intergovernmental Agreement on behalf of the County.

DATED, at Waukegan, Lake County, Illinois on this 14th day of November, A.D., 2006.

ACCESS PERMIT

This Agreement is made and entered into this _____ day of _____, 2006, by and between the City of Waukegan and the County of Lake;

WHEREAS the County of Lake is the owner of real property described as follows: Lots 8, 9 and 10 in Block 24 in the original Town of Little Fort (now City of Waukegan) in the Southeast Quarter of Section 21, Township 45 North, Range 12, East of the Third Principal Meridian in Lake County, Illinois (□County Property□);

WHEREAS the City of Waukegan is the owner of the Martin Luther King Jr. Avenue Right-of-Way adjacent to the County Property (□City Property□);

WHEREAS the County has constructed a new Jail Work Release Center on the County Property, in the course of which the County has constructed a retaining wall that encroaches upon the City Right-of-Way in an approximate area of 60 feet long and 2.5 to 3.2 feet deep (approximately 170 square feet) (□County Encroachment□) as more particularly described in the Plat attached hereto as Exhibit A and incorporated by reference herein;

WHEREAS the City has agreed to allow the County Encroachment and to grant the County permanent access to the City Property for the purposes of maintaining the retaining wall on the County Encroachment.

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

1. The City of Waukegan, and its successors and assigns, hereby allows the permanent encroachment, subject to conditions set forth below, upon the City Property of the County□s retaining wall as described in Exhibit A. The City further grants the County temporary access to the City Property as may be needed to maintain the retaining wall.
2. The County shall be fully responsible for any and all such necessary maintenance to the retaining wall in full compliance with all applicable codes of the City.
3. The County shall replace the existing street light nearest the encroachment with a decorative light consistent with the City□s downtown streetlight standards and to place two spare PVC conduits along the frontage of the County Property adjacent and parallel to Martin Luther King, Jr., Avenue, as more particularly described in Exhibit A.
4. If at any time in the future the City is required to disturb the retaining wall in order to do street work or work in its Martin Luther King, Jr., Avenue right-of-way, the County shall not interfere with the disturbance of the retaining wall, and shall additionally ensure that following the City□s work the County shall

restore the retaining wall, sidewalk, landscaping and any other existing installation in the encroachment area covered by this permit, to its original condition, at the County's expense.

5. The County of Lake agrees to indemnify, defend and hold harmless the City of Waukegan, and its respective officers, agents and employees from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorneys' fees) relating to or occurring in connection with the encroachment of the County's retaining wall onto the City Property and any claims, demands, actions, suits, proceedings, judgments, or settlements related thereto. The City of Waukegan agrees to notify the County of Lake in writing within a reasonable time of any claim of which it becomes aware that may fall within this indemnity provision. Notwithstanding this requirement, the City's failure to notify the County of any claim under this permit within a reasonable time shall not abrogate or alter in any way the County's obligations under this indemnification provision, provided that any such failure to notify does not prejudice the County's defense of any such claim.
6. All notices under this Access Permit shall be in writing and shall either be sent by registered or certified mail (return receipt requested, postage prepaid); by an overnight courier guaranteeing next day delivery (i.e. FedEx, Purolator, United Parcel Service, etc.) or by personal delivery, in each instance addressed as follows:

If intended for the City of Waukegan:

Ray Vukovich
Director of Governmental Services
City of Waukegan
100 North Martin Luther King, Jr., Avenue
Waukegan, IL 60085

If intended for the County of Lake and the Lake County Public Building Commission:

County Administrator's Office
c/o Fred Skorude, Facilities Manager
18 North County Street
Waukegan, IL 60085-4334

All such notices shall be deemed to have been sufficiently given if for all the purposes herein on the 2nd day after deposit in the U. S. Mail, if sent by registered or certified mail; on the next business day if sent by overnight courier; or on the same day if sent by personal delivery before the close of business in the locale of the recipient (5:00 p.m. local time), or on the next business day if sent after the close of business.

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

THE COUNTY OF LAKE, ILLINOIS

By _____

Chairman of the County Board of The
County of Lake, Illinois

[SEAL]

Attest:

County Clerk

THE CITY OF WAUKEGAN, ILLINOIS

By _____

Mayor of the City of Waukegan

[SEAL]

Attest:

City Clerk