

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between the Joliet Regional Port District, a body politic and Illinois municipal corporation (hereinafter referred to as "District"), and the Village of Romeoville, an Illinois home rule municipal corporation (hereinafter referred to as "Village").

WITNESSETH:

WHEREAS, the District and the Village are, respectively, a body politic and Illinois municipal corporation and a home rule municipal corporation, both duly and lawfully organized under the laws of the State of Illinois; and

WHEREAS, the District and Village may contract or otherwise associate with each other pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.*, which authorize units of local government (including the District and the Village) to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970, the Village possesses home rule powers and authority; and

WHEREAS, during the course of the development of certain property owned by the District but leased to a third party for development purposes (the "Southcreek Parkway Property"), Village and District have determined that one of the exhibits to a certain public roadway easement granted by District to Village and recorded with the Will County Recorder's

Office as Document No. _____ (the “Southcreek Parkway Roadway Easement”) to facilitate the construction of Southcreek Parkway within the Village and the development of the Southcreek Parkway Property contains a scrivener’s error which requires correction in order to effectuate the intentions of the District and Village in connection therewith; and

WHEREAS, based upon the discovery of the aforementioned scrivener’s error in connection with the Southcreek Parkway Roadway Easement, the District and Village conducted further review of certain of the other easement agreements between the District and the Village, and as a result have determined that two additional easements between the District and the Village include similar scrivener’s errors that require correction in order to effectuate the intentions of the District and the Village in connection therewith, namely (i) that certain public roadway easement recorded as Document No. _____ with the Will County Recorder’s Office (the “Airport Road Public Roadway Easement”) and (ii) that certain potable water main easement recorded as Document No. _____ with the Will County Recorder’s Office (the “Lewis University Water Main Easement”); and

WHEREAS, the District and Village have determined that it is in their respective best interests to provide for the correction of the aforementioned scrivener’s errors pertaining to the Southcreek Parkway Roadway Easement, the Airport Road Public Roadway Easement and the Lewis University Water Main Easement, as more fully hereinafter set forth; and

WHEREAS, as a result of the parties’ discussions pertaining to the correction of the above-described scrivener’s errors pertaining to the Southcreek Parkway Roadway Easement, the Airport Road Public Roadway Easement and the Lewis University Water Main Easement, the District and Village have discussed the need for and desirability of the grant of additional easements to the Village to facilitate potential future development, and in connection therewith,

the conveyance of certain real property to the District for the benefit of the District's operation and future development of its airport, and further desire to provide for the grant of such additional easements to the Village and the conveyance of such real property to the Village as more fully hereinafter set forth; and

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, and in consideration of the mutual promises and covenants and conditions hereinafter set forth, it is agreed by and between the parties hereto as follows:

ARTICLE I. PREAMBLES

The foregoing recitals are by this reference fully incorporated into and made a part of this Agreement.

ARTICLE II. RE-RECORDING OF SOUTHCREEK PARKWAY ROADWAY EASEMENT, AIRPORT ROAD ROADWAY EASEMENT AND LEWIS UNIVERSITY WATER MAIN EASEMENT

2.1 Corrected Easement Plats. Village has prepared the following revised easement plats for use in correcting the scrivener's errors presently contained within the Southcreek Parkway Roadway Easement, the Airport Road Public Roadway Easement and the Lewis University Water Main Easement:

A. Corrected Plat of Easement for Southcreek Parkway Roadway Easement. A copy of the corrected plat of easement for the Southcreek Parkway Roadway Easement is attached hereto and incorporated herein by reference as Exhibit A.

B. Corrected Plat of Easement for Airport Road Public Roadway Easement. A copy of the corrected plat of easement for the Airport Road Public Roadway Easement is attached hereto and incorporated herein by reference as Exhibit B.

C. Corrected Plat of Easement for Lewis University Water Main Easement. A copy of the corrected plat of easement for the Lewis University Water Main Easement is attached hereto and incorporated herein by reference as Exhibit C.

2.2 Review of Corrected Plats of Easement. District shall have fifteen (15) days from the date of the approval of this Agreement by each of the parties hereto to review and provide Village with any comments, corrections or revisions pertaining to the corrected plats of easements set forth in Exhibits A, B and C. In the event that the District does not provide Village with any comments, corrections or revisions pertaining to the corrected plats of easements set forth in Exhibits A, B and C within such fifteen (15) day period, the corrected plats of easement shall then be deemed by the parties to have corrected the scrivener's errors noted by the parties in the Southcreek Parkway Roadway Easement, the Airport Road Public Roadway Easement and the Lewis University Water Main Easement. In the event that the District does provide the Village with comments, corrections or revisions pertaining to one or more of the corrected plats of easement, the Village shall incorporate the same and provide the District with revised copies of the corrected plats of easement in question, reflecting the comments, corrections or revisions noted by the District, within thirty (30) days from the date of the approval of this Agreement by each of the parties hereto, which revised copies of the corrected plats of easement shall then be deemed by the parties to have corrected the scrivener's errors noted in the relevant original easement document.

2.3 Re-Recording of Corrected Plats of Easement. At such time as all three of the corrected plats of easement have been deemed by the parties to have corrected the scrivener's errors noted in the Southcreek Parkway Roadway Easement, the Airport Road Public Roadway Easement and the Lewis University Water Main Easement, Village shall thereafter be authorized

and directed (without further action of the respective boards of the Village or the District) to re-record the Southcreek Parkway Roadway Easement and the Airport Road Public Roadway Easement with the respective corrected plats of easement as determined pursuant to Article 2.2 hereof to be substituted therein as and for the prior plats of easement containing the scrivener's errors, and to re-record the corrected plat of easement as determined pursuant to Article 2.2 hereof as and for the Lewis University Water Main Easement.

ARTICLE III. NEW VILLAGE EASEMENTS; CONVEYANCE TO DISTRICT

3.1 New Public Roadway Easement—Pinnacle Drive Extension. District acknowledges that Village has advised District of its intent to extend the existing Pinnacle Drive in a southerly direction to provide a connection between Pinnacle Drive as extended and Renwick Road. In order to construct the contemplated Pinnacle Drive extension, the Village has prepared and provided District with a proposed plat of roadway easement over certain property of the District (the "New Roadway Easement"), a copy of which is attached hereto and incorporated herein as Exhibit D.

3.2 New Public Utility Easement. District acknowledges that Village has advised District of its intent to extend its public utilities to provide water and sewer service to potential future development parcels. In order to construct the contemplated extension of Village water and sewer utilities and to likewise permit the extension of other franchised utilities for such potential future development parcels, the Village has prepared and provided District with a proposed plat of public utility easement over certain property of the District (the "New Utility Easement"), a copy of which is attached hereto and incorporated herein as Exhibit E.

3.3 District Review and Approval of New Roadway Easement and New Utility Easement; Transmittal to Federal Aviation Administration. Within ninety (90) days of the date

on which each of the parties hereto have approved this Agreement, District shall take all actions necessary to review and approve the New Roadway Easement and the New Utility Easement, including but not limited obtaining and completing all necessary third party appraisals, studies or analyses or whatever kind or nature, and to transmit the New Roadway Easement and the New Utility Easement together with all supporting submittals required in connection therewith to the Federal Aviation Administration (“FAA”) for its concurrent use approval and to such other governmental agencies as may have jurisdiction over the granting of the New Roadway Easement and the New Utility Easement. District shall also cooperate and participate reasonably with the FAA in its concurrent use approval review of the New Roadway Easement and the New Utility Easement from and after the District’s submittal to the FAA in connection therewith so as to facilitate the favorable completion of such review as promptly as is reasonably possible.

Village acknowledges that the District will incur out of pocket costs in connection with obtaining and completing the necessary third party appraisals, studies or analyses required in connection with submitting the New Roadway Easement and the New Utility Easement to the FAA and such other governmental agencies as may have jurisdiction over the granting of the New Roadway Easement and the New Utility Easement, and in thereafter cooperating and participating reasonably with the FAA in its concurrent use approval review of the New Roadway Easement and the New Utility Easement. Accordingly, to facilitate the District’s efforts to obtain and complete such appraisals, studies and analyses, Village shall timely reimburse District for all of District’s out of pocket costs incurred in connection with such appraisals, studies and analyses, and in connection with District’s cooperation with the FAA after the submittal of the New Roadway Easement and the New Utility Easement for concurrent use review.

3.4 Pinnacle Drive Extension—Future District Curb Cuts; Crossing for Existing Haul Road. Village acknowledges that District owns certain property adjacent to the proposed Pinnacle Drive Extension contemplated hereunder, and that the future use or development of that property by the District or others as authorized by the District would benefit from having two (2) vehicular access points between such property and the proposed Pinnacle Drive Extension. District and Village both acknowledge that the needs of any future use or development of the District’s property and the applicable Village ordinances will ultimately determine the location of such future vehicular access points. In addition to the contemplated two (2) future vehicular access points between the District’s adjacent property and the proposed Pinnacle Drive Extension, the District shall also have the right to an appropriate vehicular access point to facilitate the crossing of its existing private haul road over the Proposed Pinnacle Drive Extension.

3.5 Future Village Development Parcel—Conveyance to District. Village acknowledges that an approximately 1.1 acre portion of one of the future development parcels ultimately to be served by and benefit from the New Roadway Easement and the New Utility Easement would be suitable for District’s use as a runway protection zone (“RPZ”) for a contemplated future District runway, such portion of such future development parcel being depicted in the diagram attached hereto and incorporated herein as Exhibit F. To facilitate District’s construction of its contemplated future District runway, Village shall take all actions necessary (including but not necessarily limited to the inclusion of appropriate terms in an annexation agreement with the future owner or developer of the future development parcel) to cause the future developer or owner of the future development parcel that includes the area depicted in Exhibit F to be subject to a binding obligation to convey the area depicted in Exhibit

F to the District at no cost or charge to District within six (6) months after the District enters into a contract for the construction of the contemplated future runway. Upon the award of such a contract for the construction of the contemplated future runway, the District shall so notify the Village and the owner and developer of the future development parcel that includes the area depicted in Exhibit F, and the Village shall thereafter take such actions as are necessary to enforce the aforementioned binding obligation of the owner and developer of the area depicted in Exhibit F to convey such area to the District; without otherwise modifying or limiting such binding obligation to convey, Village shall further additionally ensure that the area depicted in Exhibit F is conveyed to the District by the owner or developer thereof in substantially the same condition in which it existed as of the date of the annexation of such area to the Village.

District and Village acknowledge that Village shall at its expense cause a plat or plats of survey to be prepared depicting and providing legal descriptions of the areas depicted in Exhibit F so as to facilitate the conveyance of the property described in Exhibit F. Village shall cause such plat of survey to be completed and delivered to District for its review and approval prior to the completion of the FAA concurrent use review of the New Roadway Easement and the New Utility Easement.

Notwithstanding the foregoing, District acknowledges that the obligations of the Village under this Article III.5 are subject to the Village actually entering into a binding annexation agreement with the owner and developer of the future development parcel that includes the area depicted in Exhibit F, and the Village's receipt and recordation of the New Roadway Easement and the New Utility Easement as approved by the FAA and such other governmental authorities as have jurisdiction thereof.

ARTICLE IV. INDEMNIFICATION AND INSURANCE

4.1. Indemnification; Waiver.

District and Village each agree to protect, indemnify, save, defend and hold harmless the other party, as well as such party's officers, officials, volunteers, employees, attorneys, representatives, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney's fees, which the other party and for which the other party's officers, officials, volunteers, employees, attorneys, representatives and agents may become obligated by reason of any accident injury or death of persons or loss of or damage to property (collectively, "Claims") arising indirectly or directly in connection with or under, or as a result of this Agreement caused solely by virtue of any negligent or grossly negligent act or omission of the negligent party and/or its officers, officials, volunteers, employees, attorneys, representatives, and/or agents. The indemnification set forth herein shall apply without regard to the availability of insurance coverage or coverage under a self-insurance pool or similar arrangement.

The insurance company, self-insurance pool or similar entity of the party providing the indemnification shall be allowed to raise on behalf of the parties any and all defenses statutory and/or common law to such Claim which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

District and Village, on behalf of themselves and their respective officers, officials, volunteers, employees, attorneys, representatives, and agents, hereby waive, release and forever discharge any and all existing or future Claims that any of them may have against the other than now or may in the future exist, which Claims arise from, relate to, or are connected with this Agreement, except Claims relating to the breach of this Agreement.

4.2. Insurance.

District and Village represent that they each currently maintain insurance coverage or participate in a self-insurance pool or like entity, with coverages and limits as set forth in Exhibit G. During the term hereof, District and Village shall continue to maintain such coverage or participation at least to the extent set forth in Exhibit G, shall obtain written endorsements naming the other as additional insureds with respect to Claims arising out of this Agreement, and shall obtain written contractual liability endorsements evidencing the availability of the coverage set forth in Exhibit G for Claims arising out of this Agreement.

ARTICLE V. LEGAL RELATIONSHIPS AND REQUIREMENTS

5.1. Entire Agreement.

This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

5.2. Exhibits.

Exhibits attached to this Agreement are, by this reference incorporated into and made a part of this Agreement.

5.3. Amendments.

This Agreement may be amended from time to time upon the mutual written agreement of the parties hereto. Any such amendment shall be in writing and shall not become effective except upon the enactment of an ordinance or resolution of each of the respective governing authorities of the parties, authorizing the execution of the proposed amendment.

5.4. Waivers.

No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth

specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or different provisions of this Agreement.

5.5. Notices.

Notices or other writings which either party is required to or may wish to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Village:

Village of Romeoville
Attn: Village Manager
1050 W. Romeo Road
Romeoville, IL 60446

If to District:

Joliet Regional Port District
Attn.: Director of Aviation
1 Executive Terminal Building, George Michas Drive
Romeoville, IL 60446

or to such other address as any party may from time to time designate in a written notice to the other party.

4.6. Enforcement.

It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, provided, however, the parties agree that the rights of the parties shall not include

the right to recover a judgment for monetary damages against either party or any elected or appointed official thereof for any breach of any of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers pursuant to the express authorization of their respective boards, as of the date first above written.

Village of Romeoville

By: _____
John D. Noak, Its President

Attest: _____
Dr. Bernice Holloway, Its Clerk

Joliet Regional Port District

By: _____
David J. Silverman, Its Chairman

Attest: _____
, Its Secretary