

**MEMORANDUM OF UNDERSTANDING
FOR THE HOUBOLT ROAD PROJECT
BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
THE COUNTY OF WILL, THE CITY OF JOLIET,
AND CENTERPOINT PROPERTIES TRUST**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is entered this _____ day of _____ AD, 2016, by and between THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT"), THE COUNTY OF WILL, acting by and through its WILL COUNTY DIVISION OF TRANSPORTATION (hereinafter referred to as the "COUNTY"), the CITY OF JOLIET (hereinafter referred to as the "CITY"), and CENTERPOINT PROPERTIES TRUST (hereinafter referred to as "CNT"), (collectively referred to as the "PARTIES" and individually referred to as a "PARTY").

WHEREAS, the PARTIES, to facilitate the efficient flow of traffic and to further the safety of the motoring public, are interested in making roadway improvements to Houbolt Road from and including the I-80/Houbolt Road Interchange and the US-6/Houbolt Road Intersection by completing construction, reconstruction, widening, and resurfacing work; and

WHEREAS, CNT, the CITY, and the COUNTY, to facilitate the efficient flow of traffic and to further the safety of the motoring public, are interested in extending Houbolt Road between US-6 and Schweitzer Road by constructing a bridge over the Des Plaines River; and

WHEREAS, the purpose of such roadway improvements is to promote public safety, reduce traffic congestion on local and state roads, preserve road surfaces, accelerate economic development for the benefit of the entire region, create new jobs, and accelerate the timing of infrastructure upgrades that serve the public interest by capturing both public and private funding sources; and

WHEREAS, this MOU will serve to preliminarily identify and define the rights and responsibilities of the PARTIES regarding the financing, development, construction, operation, and maintenance of certain roadway improvements; and

WHEREAS, this MOU may also serve as the basis for future agreements between individual PARTIES to further define their rights and responsibilities regarding financing, operations, maintenance, and other items; and

WHEREAS, the DEPARTMENT, by virtue of its powers as set forth in the Illinois Highway Code, 605 ILCS 5/101 *et seq.*, is authorized to enter into this MOU; and

WHEREAS, the COUNTY, by virtue of its powers as set forth in the Illinois Counties Code, 55 ILCS 5/1-1001 *et seq.*, is authorized to enter into this MOU; and

WHEREAS, the CITY, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and its status as a home rule municipality as described in Article VII, Section 6(a) of the Illinois Constitution of 1970, is authorized to enter into this MOU; and

WHEREAS, CNT by virtue of its status as a private entity, has the ability to contract with public sector entities to assist with infrastructure upgrades that serve the public interest.

NOW, THEREFORE, be it resolved that the PARTIES hereby agree as follows:

I. PROJECT ELEMENTS / TERMS IN THIS MOU

- A. As used in this MOU, the term "BRIDGE" or "BRIDGE PROJECT" means the extension of Houbolt Road between US-6 and Schweitzer Road by constructing a bridge over the Des Plaines River.
- B. As used in this MOU, the term "IMPROVEMENTS NORTH OF US-6" includes the following project elements:
 - i. Improvements to the I-80/Houbolt Road Interchange, which shall include construction, reconstruction, widening, and resurfacing work;
 - ii. Improvements to the US-6/Houbolt Road Intersection, which shall include construction, reconstruction, widening, and resurfacing work;
 - iii. Improvements to Houbolt Road between I-80 and US-6, which shall include widening and resurfacing work; and
 - iv. Improvements to the Railroad Crossing surface and signals (if applicable) on Houbolt Road between I-80 and US-6.
- C. As used in this MOU, the term "HOUBOLT ROAD PROJECT" includes the BRIDGE PROJECT and the IMPROVEMENTS NORTH OF US-6.

II. STATEMENTS OF OVERALL RESPONSIBILITY

- A. The CITY, at its sole cost and expense but subject to its right to reimbursement from the DEPARTMENT under Section VIII of this MOU, will assume overall responsibility for the IMPROVEMENTS NORTH OF US-6, including the engineering, permitting, construction, and operation of the IMPROVEMENTS NORTH OF US-6, with such rights and responsibilities as defined in this MOU and as may be further defined in one or more later agreements between some or all of the PARTIES.
- B. CNT will assume overall responsibility for the BRIDGE, including the engineering, permitting, and construction of the BRIDGE, with such rights and responsibilities as defined in this MOU and as may be further defined in one or more later agreements between some or all PARTIES. As described in Section IX of this MOU, CNT will be the developer of the BRIDGE, and the PARTIES presently anticipate that CNT will finance, own in fee, and operate the BRIDGE.
- C. A PARTY may retain third parties, such as contractors, in connection with that PARTY'S responsibilities under this MOU.

III. GENERAL PERMITTING AND APPROVAL OBLIGATIONS

- A. The PARTIES will use commercially reasonable efforts to collectively secure all permits and approvals, necessary to complete the HOUBOLT ROAD PROJECT, and in accordance with project schedules and deadlines to be established and agreed upon by the respective PARTIES.
- B. Upon full compliance with all relevant laws, rules, regulations and requirements, the DEPARTMENT, CITY, and COUNTY will issue all permits and/or pass ordinances for all components of the HOUBOLT ROAD PROJECT under their respective jurisdictions.

IV. ENVIRONMENTAL, HIGHWAY, & UTILITY PERMITTING

- A. Subject to the obligation of the PARTIES to use commercially reasonable efforts to collectively secure all permits and approvals in accordance with project schedules and deadlines to be established and agreed upon by the PARTIES pursuant to Sections V, VI, and VII of this MOU,
 - i. CNT will be primarily responsible for securing all environmental permits required for the BRIDGE PROJECT, and the CITY will be primarily responsible for securing all environmental permits required for the IMPROVEMENTS NORTH OF US-6. CNT will be primarily responsible for securing joint participation and/or force account agreements (*e.g.*, county, township, municipal, railroad, utility) required for the BRIDGE, and the CITY will be primarily responsible for securing such agreements for the IMPROVEMENTS NORTH OF US-6.
 - ii. To the extent that any permitting agency considers the BRIDGE PROJECT and the IMPROVEMENTS NORTH OF US-6 to be a "single and complete project" for purposes of permit issuance, CNT and the CITY will use commercially reasonable efforts to collectively secure the permit.
 - iii. The DEPARTMENT will issue to the CNT and/or its contractors all highway permits for components of the BRIDGE PROJECT under its jurisdiction, and the DEPARTMENT will issue to the CITY and/or its contractors all highway permits for components of the IMPROVEMENTS NORTH OF US-6 under its jurisdiction, including those related to CNT or CITY access, crossings, staging areas, and other construction activities.
 - iv. The DEPARTMENT and CITY will issue and/or obtain all permits necessary for the construction, reconstruction, relocation, or modification of utility facilities located on or within DEPARTMENT and CITY rights of way for the IMPROVEMENTS NORTH OF US-6 at no expense to other PARTIES.
 - v. CNT will use commercially reasonable efforts to obtain all permits necessary for the construction, reconstruction, relocation, or modification of utility facilities located on or within rights of way for the BRIDGE PROJECT. If the DEPARTMENT, CITY, or COUNTY control such rights of way, then the DEPARTMENT, CITY, or COUNTY will issue the necessary permit, within their authority, to CNT at no cost.

V. ENGINEERING WORK

- A. For the IMPROVEMENTS NORTH OF US-6, the CITY will perform or obtain preliminary and final design engineering, necessary surveys, and final plans and specifications, and administer the construction in accordance with project schedules and deadlines to be established and agreed upon by the PARTIES. The DEPARTMENT will share with the CITY, and allow the CITY to use and rely upon, design engineering studies and other materials related to the IMPROVEMENTS NORTH OF US-6 prepared by or at the request of the DEPARTMENT, including, without limitation, with the I-80/Houbolt Road Interchange and US-6/Houbolt Road Intersection Design Studies.
- B. For the BRIDGE, CNT will perform or obtain preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications, and administer the construction in accordance with project schedules and deadlines to be established and agreed upon by the PARTIES.
- C. The CITY will submit to the DEPARTMENT for its approval preliminary and final design plans for the IMPROVEMENTS NORTH OF US-6, and CNT will submit to the DEPARTMENT for its approval of the structural adequacy of the BRIDGE the preliminary and final design plans for the BRIDGE. The DEPARTMENT will approve or disapprove of such plans within 30 days from the DEPARTMENT's receipt thereof. All plans shall be in accordance with the DEPARTMENT's Standard Specifications for Road and Bridge Construction or other, applicable standards. No changes shall be made on any approved plans, specifications, or special provisions by any PARTY without the consent of the DEPARTMENT, which consent shall not be unreasonably withheld, conditioned, or delayed.

VI. RIGHTS OF WAY / PROPERTY RIGHTS

- A. The CITY will perform all survey work and prepare all parcel plats and legal descriptions for all rights of way, both permanent and temporary, necessary for the construction of the IMPROVEMENTS NORTH OF US-6 pursuant to the final plans and specifications and in accordance with project schedules and deadlines to be established and agreed upon by the PARTIES.
- B. CNT will perform all survey work and prepare all parcel plats and legal descriptions for all rights of way, both permanent and temporary, necessary for the construction of the BRIDGE pursuant to the final plans and specifications and in accordance with project schedules and deadlines to be established and agreed upon by the PARTIES.
- C. CNT will use commercially reasonable efforts, in accordance with project schedules and deadlines to be established and agreed upon by the PARTIES, to acquire property rights necessary to complete the BRIDGE, provided such property rights are not already held by the DEPARTMENT, COUNTY, CITY, or CNT. If the DEPARTMENT, COUNTY, or CITY holds such property rights, the DEPARTMENT, COUNTY, or CITY will issue the necessary permits, within their authority or negotiate and execute with CNT an easement agreement or other similar agreement that gives CNT sufficient property rights to construct, operate, and maintain the BRIDGE. If such property rights are held by a third party, and CNT is unable, after using commercially reasonable efforts to acquire such rights, then the CITY, the COUNTY, and CNT shall confer as soon as practicable regarding the exercise of eminent domain authority by the CITY or the COUNTY to condemn such rights.

VII. PROCUREMENT / CONSTRUCTION

- A. For construction of the IMPROVEMENTS NORTH OF US-6 to be funded wholly or partially by the DEPARTMENT, the CITY or their agents will advertise and receive bids, and will submit to the DEPARTMENT the amount of such bids. The DEPARTMENT will approve or disapprove the amount of the bids within 60 days from the DEPARTMENT's receipt thereof. Once approved, the CITY will award the contract(s), inspect the work's construction and engineering, and construct the IMPROVEMENTS NORTH OF US-6 in accordance with the plans and specifications approved by the DEPARTMENT under Section V of this MOU. The IMPROVEMENTS NORTH OF US-6 shall be designed and constructed in accordance with the DEPARTMENT's Standard Specifications for Road and Bridge Construction or other, applicable standards, and in accordance with project schedules and deadlines to be established and agreed upon by the PARTIES. Reimbursement paid by the DEPARTMENT to the CITY for construction of the IMPROVEMENTS NORTH OF US-6 will be formalized in a separate reimbursable agreement and based upon terms and provisions of Section VIII of this MOU. The DEPARTMENT shall have the right to access and inspect any construction related to the IMPROVEMENTS NORTH OF US-6.
- B. For construction of the BRIDGE, CNT or its agents will advertise and receive bids, award the contract(s), inspect the work's construction and engineering, and construct the BRIDGE in accordance with the plans and specifications approved by the DEPARTMENT under Section V of this MOU. The BRIDGE shall be designed and constructed in accordance with the DEPARTMENT's Standard Specifications for Road and Bridge Construction or other, applicable standards, and in accordance with project schedules and deadlines to be established and agreed upon by the PARTIES.

VIII. DEPARTMENT FUNDING FOR THE IMPROVEMENTS NORTH OF US-6

- A. Subject to Sections VIII(C) and VIII(D) of this MOU, the DEPARTMENT will reimburse the CITY for all approved work, including preliminary and final design engineering, surveying work, right of way acquisition along US-6, and construction, related to the IMPROVEMENTS NORTH OF US-6. The DEPARTMENT's standard division of costs for construction will apply.
- B. The CITY will seek approval from the DEPARTMENT prior to performing any work for which the DEPARTMENT will be obligated to reimburse the CITY. The DEPARTMENT agrees to expedite such approvals so as not to impede progress with the associated engineering, surveying, construction, or other work.
- C. The DEPARTMENT's only monetary contribution under this MOU will be for IMPROVEMENTS NORTH OF US-6, and shall not exceed \$21,000,000. The DEPARTMENT, upon formal execution of a reimbursable agreement between DEPARTMENT and CITY will obligate funds in State Fiscal Year 2017, which runs from July 1, 2016 through June 30, 2017. Upon execution a reimbursable agreement between the DEPARTMENT and the CITY, and upon receipt of an invoice from the CITY, the DEPARTMENT agrees to pay the CITY 10% of the DEPARTMENT's monetary contribution (\$2,100,000) for engineering costs associated with the IMPROVEMENTS NORTH OF US-6. Upon letting of the construction contract and approval of the apparent low bidder by the DEPARTMENT and upon receipt of an invoice from the CITY,

the DEPARTMENT agrees to pay to the CITY an amount equal to at least 75% of the as bid construction costs for the IMPROVEMENTS NORTH OF US-6 as bid by the apparent low bidder. Upon completion of the IMPROVEMENTS NORTH OF US-6 and receipt of an invoice by the CITY, the DEPARTMENT shall pay to the CITY the remaining balance of actual construction and engineering costs associated with the IMPROVEMENTS NORTH OF US-6 up to the maximum monetary contribution of \$21,000,000. Following a public announcement of the HOUBOLT ROAD PROJECT, the DEPARTMENT will include the IMPROVEMENTS NORTH OF US-6 in the DEPARTMENT's Improvements for Illinois Highways for State Fiscal Year 2017. If the DEPARTMENT publishes the Improvements for Illinois Highways for State Fiscal Year 2017 prior to a public announcement of the HOUBOLT ROAD PROJECT, then the DEPARTMENT shall revise the Improvements for Illinois Highways for State Fiscal Year 2017 document to include the IMPROVEMENTS NORTH OF US-6.

- D. The DEPARTMENT's financial obligations under this MOU are contingent upon and subject to the availability of sufficient funds. The DEPARTMENT may terminate or suspend its reimbursement obligations under this Section (VIII), in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the DEPARTMENT, (ii) the Governor or the DEPARTMENT reserves appropriated funds, or (iii) the Governor or the DEPARTMENT determines that appropriated funds are not available for payment. The DEPARTMENT shall provide notice, in writing, to the CITY, COUNTY, and CNT of any such funding failure and the DEPARTMENT's election to terminate or suspend its responsibilities and obligations under this MOU as soon as practicable. Any suspension or termination pursuant to this Section VIII(D) will be effective upon the receipt of such notice by the DEPARTMENT, the COUNTY, and CNT. However, as soon as the DEPARTMENT becomes aware that it may be unable to satisfy its reimbursement obligations under this Section (VIII), and before the DEPARTMENT exercises its right to terminate or suspend such reimbursement obligations and provides notice thereof, the DEPARTMENT must meet and confer with the CITY, COUNTY, and CNT as early as practically possible. At that meet and confer session, the PARTIES will discuss, at a minimum, alternative funding sources to satisfy the DEPARTMENT's reimbursement obligations under this Section (VIII).
- E. The CITY or its agent(s) will not proceed to construction of the IMPROVEMENTS NORTH OF US-6 until CNT or its agents have commenced construction of the BRIDGE PROJECT.

IX. THE BRIDGE PROJECT

- A. Subject to Sections IX(G), IX(H), and IX(I) of this MOU, CNT will be the developer of the BRIDGE, and will be responsible for the construction, engineering, and permitting of the BRIDGE, with such rights and responsibilities to be further defined in one or more later agreements between some or all PARTIES.
- B. Subject to Sections IX(G), IX(H), and IX(I) of this MOU, CNT will finance the BRIDGE and will provide or source the funding for the BRIDGE.
- C. Subject to Sections IX(G), IX(H), and IX(I) of this MOU, CNT will be the fee owner and operator of the BRIDGE. However, CNT shall have the right to sell or assign its fee ownership to third parties.

- D. The PARTIES will investigate and define a mutually beneficial ownership and operation structure for the BRIDGE which may include, without limitation, CNT fee ownership of the BRIDGE, or CITY ownership and lease of the BRIDGE, under which CNT shall have the right to operate the BRIDGE and impose tolls. Such ownership and operation structure shall be defined in one or more later agreements between some or all of the PARTIES.
- E. The PARTIES presently anticipate that the BRIDGE will be permitted under the Illinois Toll Bridge Act, 605 ILCS 115/0.01, *et seq.* As such, the COUNTY expects to authorize the establishment and erection of the BRIDGE under 605 ILCS 115/2. The CITY, COUNTY, and CNT will take all reasonable steps to ensure that CNT can impose toll rates sufficient to support full funding of the BRIDGE, which may include, without limitation, a tolling agreement between the COUNTY and CNT establishing a maximum and minimum toll rate schedule. CNT may enter into a Letter or Memorandum of Understanding or other agreement with the DEPARTMENT, CITY, or COUNTY describing any sharing of toll collections from the BRIDGE.
- F. Nothing in this MOU prevents the CITY and CNT from executing a Letter or Memoranda of Understanding or another agreement to further define their rights and responsibilities regarding engineering and construction work for the IMPROVEMENTS NORTH OF US-6 and maintenance responsibilities for the BRIDGE.
- G. Notwithstanding any provision of this MOU to the contrary, the DEPARTMENT, CITY, and COUNTY agree that CNT's participation in the HOUBOLT ROAD PROJECT, and CNT's satisfaction of any responsibility or obligation under this MOU, is contingent upon CNT receiving (1) the necessary CNT internal approvals and (2) appropriate commitments from the DEPARTMENT, CITY, and COUNTY to indicate a reliable basis to proceed with the HOUBOLT ROAD PROJECT. If CNT does not receive such internal approvals or appropriate commitments, CNT may terminate or suspend its responsibilities and obligations under this MOU, in whole or in part, without penalty or further payment. If CNT elects to terminate or suspend its responsibilities and obligations under this MOU, CNT shall provide notice, in writing, to the DEPARTMENT, CITY, and COUNTY of CNT's election as soon as practicable, and such suspension or termination will be effective upon the receipt of such notice by the DEPARTMENT, CITY, and COUNTY. However, as soon as CNT becomes aware that it may seek to terminate or suspend responsibilities and obligations under this MOU, and before CNT exercises its right to terminate or suspend such responsibilities and obligations and provides notice thereof, CNT must meet and confer with the DEPARTMENT, CITY and COUNTY as early as practically possible.
- H. Notwithstanding any provision of this MOU to the contrary, any PARTY has the right to opt out of the HOUBOLT ROAD PROJECT at any time during the Due Diligence Period for any reason, or at any time after the Due Diligence Period if any other PARTY is unable to timely obtain or issue, or refuses or retracts the issuance of, the necessary project permits, approvals, or financing. For purposes of this Section IX(H), the "Due Diligence Period" means the period starting on the effective date of this MOU and ending on the date on which initial funding of the IMPROVEMENTS NORTH OF US-6 and the BRIDGE are complete.
- I. Notwithstanding any provision of this MOU to the contrary, CNT has the right to opt out of the HOUBOLT ROAD PROJECT on or before August 31, 2017 if CNT understands, after

reasonable investigation, that the DEPARTMENT has not obligated funds during State Fiscal Year 2017 for its contribution to the IMPROVEMENTS NORTH OF US-6 under Section VIII of this MOU.

X. MAINTENANCE OF EXISTING FACILITIES

- A. The PARTIES will continue to maintain their existing facilities consistent with existing maintenance agreements, unless otherwise agreed to in one or more later agreements between the PARTIES.

XI. COOPERATION AND PUBLIC STATEMENTS

- A. With regard to the development of the BRIDGE, which is separate and distinct from the financing of the BRIDGE, the PARTIES cannot bring new parties into the HOUBOLT ROAD PROJECT without agreement in writing from all PARTIES.
 - i. This means, without limitation, that the DEPARTMENT, CITY, and COUNTY shall take no steps or actions to replace CNT as the developer of the BRIDGE unless CNT has opted out of the HOUBOLT ROAD PROJECT.
- B. If, prior to a public announcement regarding the HOUBOLT ROAD PROJECT, a PARTY intends to make a public statement regarding the HOUBOLT ROAD PROJECT, including, without limitation, a statement in response to a request for information (*e.g.*, a media inquiry) or a statement to be made at the PARTY's own initiative (*e.g.*, holding a press conference), that PARTY shall notify the other PARTIES of its intentions prior to making any such statement. The PARTY shall confer as soon as practicable and prior to any such statement being made regarding, at a minimum, the accuracy of the planned statement and the potential impact of such statement on the HOUBOLT ROAD PROJECT and the PARTIES.

XII. FLOW OF TRAFFIC

- A. In order to promote public safety, facilitate the efficient flow of traffic, preserve road surfaces, and ensure other HOUBOLT ROAD PROJECT objectives are satisfied, the CITY, COUNTY, and CNT agree to investigate whether they should define, establish, and enforce additional non-truck routes within or adjacent to the CNT Intermodal Center, with such investigation starting on the one year anniversary of the date on which the BRIDGE becomes operational.
- B. The CITY and COUNTY agree that they will take no steps or actions to (1) eliminate CNT's authority to impose tolls and place restrictions on North CenterPoint Way; (2) build new roads adjacent to the CNT Intermodal Center on which trucks may travel or build new roads that enter or exit the CNT Intermodal Center on which trucks may travel; and (3) eliminate trucking restrictions, weight limits, or other similar regulations on roads that enter or exit the CNT Intermodal Center or on roads that are adjacent to the CNT Intermodal Center.
- i. For existing roads adjacent to the CNT Intermodal Center on which trucks may travel as of the effective date of this MOU, this Article XII(B) shall not prevent the CITY or COUNTY from increasing or decreasing weight limits on such roads in a manner consistent with amendments to the Illinois Vehicle Code, 625 ILCS 5/15-100, *et seq.*
 - ii. For existing roads adjacent to the CNT Intermodal Center, if the DEPARTMENT intends to assume jurisdiction over roads under CITY or COUNTY jurisdiction, or the CITY or COUNTY intends to transfer jurisdiction to the DEPARTMENT, the DEPARTMENT or the CITY or COUNTY shall notify CNT of its intent. CNT shall have the right of first refusal to assume jurisdiction over the existing road. The DEPARTMENT and the CITY or COUNTY must then meet and confer with CNT as soon as practically possible to discuss, at a minimum, the following concerning any intended jurisdictional transfer: (1) its necessity; (2) the purpose and public need to be addressed through the proposed action (*i.e.*, protection and/or enhancement of public safety through congestion reduction); and (3) any risk to the fiscal sustainability of the BRIDGE. After the meet and confer process has concluded, CNT shall have 60 days to inform the CITY or COUNTY whether it will exercise its right of first refusal to assume jurisdiction over the existing road. If CNT so notifies the CITY or COUNTY, the CITY or COUNTY and CNT shall commence good faith negotiations for a period not to exceed 120 days from the date on which the CITY or COUNTY received CNT's notice to finalize a written agreement governing the jurisdictional transfer of existing roads to CNT, as permissible by State law. The 120-day period may be extended by mutual agreement of the CITY or COUNTY and CNT. For all roads that CNT assumes jurisdiction over pursuant this Section XII(B), CNT shall own such roads and shall have the right, subject to the requirement that CNT meet the purpose and need identified by the PARTIES during the meet and confer session, to impose (1) tolls or charges on vehicles for the privilege of using such roads and (2) trucking restrictions, weight limits, or other similar regulations on such roads.
- C. In order to ensure that the BRIDGE remains a fiscally sustainable long-term traffic solution that serves to protect and enhance public safety, the DEPARTMENT agrees that, prior to taking steps or actions to (1) build new roads adjacent to the CNT Intermodal Center or (2) change trucking restrictions, weight limits, or similar regulations for roads adjacent to the CNT Intermodal Center and construct any related improvements to roads adjacent to the CNT Intermodal Center, the

DEPARTMENT must notify CNT of its intent. CNT shall have the right of first refusal to assume jurisdiction over the new or existing road, as permissible by State law. The DEPARTMENT must then meet and confer with CNT as soon as practically possible to discuss, at a minimum, the following concerning any proposed road construction or regulatory change: (1) its necessity; (2) the purpose and public need to be addressed through the proposed action (*i.e.*, protection and/or enhancement of public safety through congestion reduction); and (3) any risk to the fiscal sustainability of the BRIDGE. After the meet and confer process has concluded, CNT shall have 60 days to inform the DEPARTMENT whether it will exercise its right of first refusal to assume jurisdiction over the road at issue, as permissible by State law. If CNT so notifies the DEPARTMENT, the DEPARTMENT, CNT and, if necessary, the CITY or COUNTY shall commence good faith negotiations for a period not to exceed 120 days from the date on which CNT received the DEPARTMENT's notice to finalize a written agreement outlining the process by which jurisdiction over the subject road(s) will be transferred to CNT, as permissible by State law. The 120-day period may be extended by mutual agreement of the DEPARTMENT and CNT and, if applicable, the CITY or COUNTY. The written agreement shall cover (1) ways in which the PARTIES will minimize risk to the fiscal sustainability of the BRIDGE, (2) CNT's ability to impose trucking restrictions, weight limits, or other similar regulations on the road(s), (3) CNT's ability to impose tolls or charges on vehicles for the privilege of using such roads, (4) monetary compensation to the DEPARTMENT, CITY or COUNTY for the jurisdictional transfer, (5) potential revenue sharing opportunities for the PARTIES, should CNT seek to toll the road subject to jurisdictional transfer, and (6) what, if any, additional written agreement(s) with the CITY or COUNTY is necessary to effectuate the transfer. Nothing in this Section XII(C) shall limit the DEPARTMENT's ability to repair or perform emergency work on I-80, Illinois 53, I-55, US-6, or Arsenal/Manhattan Road from I-55 to Baseline Road.

- D. For purposes of this Section XII, "adjacent to the CNT Intermodal Center" means all territory within the area depicted in Exhibit A to this MOU as the "Study Area."
- E. Nothing in this MOU shall limit the DEPARTMENT's ability to perform widening, resurfacing, or related improvement work on I-80, Illinois 53, I-55, US-6, or Arsenal/Manhattan Road from I-55 to Baseline Road.
- F. Nothing in this MOU shall limit the COUNTY's ability to perform widening, resurfacing, or related improvement work on any road adjacent to the CNT Intermodal Center and under COUNTY jurisdiction. However, in no event shall the COUNTY improve Arsenal/Manhattan Road from Baseline Road to Illinois 53 so as to legally permit truck traffic.
- G. Nothing in this MOU shall limit the CITY's ability to perform widening, resurfacing, or related improvement work on any road adjacent to the CNT Intermodal Center and under CITY jurisdiction. However, in no event shall the CITY improve Millsdale Road between Illinois 53 and the railroad tracks east of Brandon Road or Schweitzer Road between Illinois 53 and Brandon Road so as to legally permit truck traffic.

XIII. INTERGOVERNMENTAL AGREEMENTS

- A. The DEPARTMENT and the CITY may execute Intergovernmental Agreements regarding the sharing of costs for the IMPROVEMENTS NORTH OF US-6 and to further define the rights and responsibilities of the DEPARTMENT and the CITY regarding the same. However, prior to executing any such agreement that could affect the rights and obligations of the COUNTY or CNT under this MOU or the HOUBOLT ROAD PROJECT, the DEPARTMENT and the CITY shall provide the COUNTY and CNT with a copy of the agreement and a reasonable opportunity to assess its impact upon the HOUBOLT ROAD PROJECT and the COUNTY or CNT, and to propose reasonable modifications.
- B. The CITY may execute Intergovernmental Agreements and Letters or Memoranda of Understanding with federal and state agencies other than the DEPARTMENT or the COUNTY that have requested that additional projects or work be completed as part of the IMPROVEMENTS NORTH OF US-6. However, prior to executing any such agreement, letter, or memorandum that could affect the rights and obligations of the DEPARTMENT, COUNTY, or CNT under this MOU or the HOUBOLT ROAD PROJECT, the CITY shall provide the DEPARTMENT, COUNTY, and CNT with a copy of the agreement, letter, or memorandum and a reasonable opportunity to assess its impact upon the HOUBOLT ROAD PROJECT and the DEPARTMENT, COUNTY, or CNT, and to propose reasonable modifications.
- C. In State Fiscal Year 2017 or at an earlier time if appropriate, the DEPARTMENT and the CITY may execute an Intergovernmental Agreement regarding DEPARTMENT financial assistance to the CITY for engineering work and final construction of the IMPROVEMENTS NORTH OF US-6. Any such commitments shall be subject to the limitations articulated in Section VIII(D).

XIV. CONFIDENTIALITY

- A. The provisions of the March 3, 2016 Non-Disclosure Agreement executed by the DEPARTMENT and CNT are incorporated herein by reference in their entirety and made a part of this MOU.
- B. The PARTIES shall execute a Non-Disclosure Agreement similar to the March 3, 2016 Non-Disclosure Agreement executed by the DEPARTMENT and CNT to address the exchange of confidential information regarding the HOUBOLT ROAD PROJECT. If any PARTY has not executed such an agreement prior to the execution of this MOU, they shall do so as soon as practicable.

XV. ASSIGNMENT

- A. CNT may not assign its rights and responsibilities under this MOU without the consent of the other PARTIES, which consent shall not be unreasonably withheld, conditioned, or delayed. However, CNT may assign its rights and responsibilities under this MOU to a legal entity under the common control of CNT without the consent of the other PARTIES.

XVI. TERM

- A. This MOU shall be effective upon execution and shall not continue beyond forty (40) years from the date of execution. The expiration of this MOU does not impact any terms or durations of any other agreements and/or letters or memoranda of understanding between the PARTIES related to the HOUBOLT ROAD PROJECT.

XVII. MISCELLANEOUS

- A. Severability. If any term of this MOU is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
- B. No Remuneration. Except as provided in this MOU, no PARTY shall be entitled to compensation from another PARTY by way of salary, overhead, or otherwise for time and/or efforts expended pursuant to this MOU or in furtherance of the HOUBOLT ROAD PROJECT.
- C. No Individual Authority. Except as provided in this MOU, or unless delegated or authorized in accordance with this MOU, no PARTY has any authority to act for, or undertake or assume any obligations or responsibility on behalf of any other PARTY. Each PARTY agrees to be responsible for any and all claims, losses, costs (including attorneys' and professional fees in reasonable amounts) liabilities, damages, fines, and penalties (collectively, "Claims") arising out of or in connection with such PARTY's unauthorized actions.
- D. No One Responsible for Others' Commitments. Except as provided in this MOU, no PARTY shall be responsible or liable for any obligation of any other PARTY incurred either before or after the execution of this MOU, other than those joint responsibilities or liabilities undertaken in accordance with this MOU or any other agreement relating to the HOUBOLT ROAD PROJECT that the PARTIES may separately authorize or execute.
- E. No Partnership or Joint Venture. The PARTIES are neither legal partners nor joint venturers, and this MOU does not create the legal relation of partners or joint venturers among or between the PARTIES. Each PARTY is acting independently, is obligated to separately account for its respective activities for tax and other purposes, and expressly disclaims any fiduciary duty to the others.
- F. Amendments. Except as provided in this MOU, this MOU may not be amended without unanimous consent of the PARTIES.
- G. Notices. Any notice, consent, or approval given hereunder shall be sent to the representatives identified herein (1) by e-mail and by deposit in the United States mail, certified mail first class delivery return receipt requested, or (2) by personal delivery. The representatives and/or addresses set forth herein may be changed at any time by any PARTY by written notice to the other PARTIES.

For the DEPARTMENT:

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With copies to:

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For the CITY:

Jim Hock
150 W. Jefferson Street
Joliet, Illinois 60432
jhock@jolietcity.org

With a copy to:

Jim Trizna
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Joliet, Illinois 60432
jtrizna@jolietcity.org

For the COUNTY:

Nick Palmer
302 N. Chicago Street
Joliet, Illinois 60432
npalmer@willcountyillinois.com

With copies to:

Bruce Gould
16841 W. Laraway Road
Joliet, Illinois 60433
BGould@willcountyillinois.com

Mary Tatroe
Office of the Will County State's Attorney
57 N. Ottawa Street
Joliet, Illinois 60433
MTatroe@willcountyillinois.com

IN WITNESS THEREOF, the ILLINOIS DEPARTMENT OF TRANSPORTATION, the COUNTY OF WILL, the CITY OF JOLIET, and CENTERPOINT PROPERTIES TRUST have caused this instrument to be duly executed on the day and year first written above.

THE CITY OF JOLIET

By: _____ Attest: _____

(Please Print Name) (Please Print Name)

Date: _____

THE COUNTY OF WILL

By: _____ Attest: _____

(Please Print Name) (Please Print Name)

Date: _____

CENTERPOINT PROPERTIES TRUST

By: _____ Attest: _____

(Please Print Name) (Please Print Name)

Date: _____

By: _____ Attest: _____

(Please Print Name) (Please Print Name)

Date: _____

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: _____
Randall Blankenhorn, Secretary

Attest: _____

Date: _____

(Please Print Name)

By: _____
Jeff Heck, Chief Fiscal Officer
Director of Finance and Administration

Attest: _____

Date: _____

(Please Print Name)

By: _____
Omer Osman,
Deputy Secretary for Project Implementation

Attest: _____

Date: _____

(Please Print Name)

By: _____
William M. Barnes, Chief Counsel

Attest: _____

Date: _____

(Please Print Name)