

WATER SUPPLY AGREEMENT

THIS WATER SUPPLY AGREEMENT (“Agreement”) is made and entered into as of this 23 day of April, 2021, by and between **Illinois-American Water Company**, an Illinois corporation (hereinafter "Illinois-American"), and the **Village of Orland Park**, an Illinois home rule municipal corporation (hereinafter "Orland Park"). Hereinafter, Illinois-American and Orland Park may be individually referred to as a “Party” or jointly as the “Parties”.

W I T N E S S E T H:

WHEREAS, Illinois-American is a public utility regulated by the Illinois Commerce Commission which owns and operates a potable water distribution system located in the Alpine Heights Subdivision in Orland Park (“Alpine Heights System”) as depicted on Exhibit A; and

WHEREAS, Orland Park has contracted for the purchase of Lake Michigan water from the Village of Oak Lawn and currently operates and maintains a water supply and distribution system and is willing to provide Illinois-American with an adequate supply of water for the Alpine Heights System; and

WHEREAS, Orland Park had previously entered into that certain Water Supply Agreement between Orland Park and Derby Meadows Utility Company (“Derby Meadows”), dated October 8, 1992 (“1992 Agreement”), pursuant to which Orland Park sold to Derby Meadows and Derby Meadows purchased from Orland Park a supply of Lake Michigan water to serve the Alpine Heights System for the period through October 1, 2011; and

WHEREAS, prior to 2002, Citizens Utilities Company acquired substantially all the assets of Derby Meadows;

WHEREAS, in January of 2002, certain assets and stock of Citizens Utilities Company was acquired by Illinois-American including the 1992 Agreement;

WHEREAS, since October 1, 2011, Orland Park has continued to supply water to Illinois-American and Illinois-American has purchased water pursuant to the same terms as provided for in the 1992 Agreement;

WHEREAS, Illinois-American seeks to have Orland Park continue to provide the potable water supply to Illinois-American for the Alpine Heights System and Orland Park is willing and able to provide the potable water supply to Illinois-American pursuant to the terms and conditions hereinafter set forth;

WHEREAS, the Parties now wish to enter into this Agreement to govern Orland Park's continued supply of water to Illinois-American and Illinois-American's purchase of such water; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution provides that "Units of local government...may contract and other associate with individuals, associations and corporations in any manner not prohibited by law or by ordinance."

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 **Sale and Purchase of Water**

11 Sale and Purchase of Water. Orland Park shall sell and deliver to Illinois-American, and Illinois-American shall purchase and receive from Orland Park, and shall take title to a supply of water through one or more metered connection(s) to be used by the Illinois-American in supplying water to consumers located within the Alpine Heights Subdivision through the Alpine Heights System (the "Water Supply"), in accordance with the terms of this Agreement. Orland Park agrees that Illinois-American is not responsible for storage or any other regulatory requirements imposed on Illinois-American that are not specifically set forth in this Agreement. Title to the Water Supply hereunder shall remain in the Orland Park until it leaves the Master Meter Vault.

12 Point of Delivery. There shall be one point of delivery of the Water Supply provided by Orland Park hereunder. Such point of delivery shall be via a master meter vault located near 167th Street and Wolf Road ("Master Meter Vault") as depicted in **Exhibit A** ("Point of Delivery") Provided however, the Point of Delivery may be changed by the Village in the event of an emergency. Illinois-American shall, and hereby agrees to, accept the Water Supply at the Point of Delivery at the pressure that exists in the main of the Orland Park at such Point of Delivery, which shall be a minimum of 20 pounds per square inch (psi). In the event that Illinois-American shall construct additional facilities to carry the Water Supply from the Point or Points of Delivery to and through its own distribution system to serve its customers, all such extensions, pumps, equipment and systems shall be furnished, installed, operated and maintained by Illinois-American. Orland Park shall have no control, nor shall it be in any event responsible to Illinois-American or any of its customers, nor shall any right of action arise or exist against Orland Park and in favor of Illinois-American or any of its customers concerning Illinois-American's equipment, system and maintenance or repair, or by reason of the main pressure at the Point of Delivery, and Illinois-American shall save the Orland Park harmless from any and all claims made by Illinois-American itself, or by any of its water users.

13 Water Supply and Allowable Rate of Delivery.

(a) Except for emergencies described in Article I, Section 1.3(b) of this Agreement, to the extent required by Illinois-American, Orland Park shall furnish and deliver the below listed Lake Michigan water quantities. Lake Michigan water quantities for annual periods other than those shown will be established by straight line interpolation. These quantities of water may be adjusted by Orland Park if the State of Illinois, Department of Natural Resources (i) makes any future revisions of the Allocation Order related to the Alpine Heights Service Area of IAWC or (ii) extends the Allocation Order or issues a future order for years commencing October 1, 2030 or thereafter.

<u>AVERAGE</u> <u>ACCOUNTING PERIOD</u>	<u>MAXIMUM</u> <u>QUANTITY(MGD)</u>	<u>DAILY</u> <u>QUANTITY(MGD)</u>
October 1, 2020-September 30,2021	0.065	0.130
October 1, 2021-September 30,2022	0.065	0.130
October 1, 2022-September 30,2023	0.065	0.130
October 1, 2023-September 30,2024	0.065	0.130
October 1, 2024-September 30,2025	0.065	0.130
October 1, 2025-September 30,2026	0.065	0.130
October 1, 2026-September 30,2027	0.065	0.130
October 1, 2027-September 30,2028	0.065	0.130
October 1, 2028-September 30,2029	0.065	0.130
October 1, 2029-September 30,2030	0.065	0.130

(b) Under emergency conditions, and otherwise for the necessary maintenance of water quality through the flushing of fire hydrants, Illinois-American shall utilize all available flow, maintaining pressure of not less than twenty (20) pounds per square inch ("psi") at the delivery point. In the event Illinois-American requests an emergency water supply in excess of the current system delivery capacity set forth above, Orland Park shall determine the additional piping, pumping, and storage facilities necessary to deliver such additional supply and shall notify Illinois-American of the cost thereof. Should Illinois-American request installation of such additional piping, pumping and storage facilities, the cost thereof shall be Illinois-American's sole cost, including the total construction cost, engineering as needed. Any additional water supplied by Orland Park at any other point of delivery other than that specified in Exhibit A for Alpine Heights shall be subject to a separate agreement having terms substantially the same as the terms of this Agreement.

(c) Illinois-American shall maintain all pipelines and facilities now installed or which will be installed by it. Orland Park shall not be required to provide or maintain pressure within the Alpine Heights System and Illinois-American shall provide such pressure in excess of that available from the Water Supply, by booster devices, standpipes, elevated tanks, or by other means, as may be required or may be necessary to provide or maintain satisfactory pressure in the water mains and pipes of the Alpine Heights System.

(d) The obligation of Orland Park to supply water hereunder is further limited by the understanding that Orland Park shall undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the supply of water to the Alpine Heights System, but that it cannot and does not guarantee that such interruptions and fluctuations will not occur; and that, because of emergencies due to breaks, leaks, defects or necessary repairs in facilities, or due to floods, fires, Acts of God, pandemics or other causes beyond its control, there may be periods during which the supply of water is curtailed or interrupted. Orland Park shall have the right to restrict the Water Supply to Illinois-American to ensure an adequate water supply to all purchasers of Orland Park water for public health and fire protection. If the water supply from Orland Park is to be curtailed or interrupted, Orland Park will attempt to provide as much prior notice as possible to permit Illinois-American the opportunity to obtain water from other sources for the period of curtailed or interrupted service. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Alpine Heights System is otherwise diminished over an extended period of time, the supply of water to Alpine Heights System consumers shall be reduced or diminished in the same ratio or proportion as the supply to Orland Park's consumers is reduced or diminished. Under no circumstances shall Illinois-American take any action which would (or fail to take any action, where such inaction would) cause the pressure in Orland Park's system to drop below thirty (30) psi residual pressure.

14 Metering Equipment. For the purposes of measuring the Water Supply delivered to Illinois-American by Orland Park, Illinois-American shall maintain in the Master Meter Vault one or more mutually acceptable meters of sufficient size and capacity to measure the flow of the Water Supply, at Illinois-American's sole expense. The meters will be the primary devices used for the registration and bill of quantities of water supplied under this Agreement. The unit of measurement shall be gallons of water, U.S. Standard Liquid measure. The Master Meter Vault shall be constructed and maintained by and at the sole expense of Illinois-American and approved by Orland Park. Orland Park reserves the right to make inspections of any facilities and equipment which may affect the quantity and/or quality of the water supplied to the Illinois-American and to perform required tests, including meter tests, upon due notice to the Illinois-American. All inspections and tests shall be at Orland Park's sole cost and expense. In the event that the Illinois-American should desire to alter the meter installation, the piping configuration, the master meter vault or any of the drawings, plans and specifications shall be submitted to Orland Park prior to an application being made for an installation permit and prior to the start of any construction. Alteration of any of the facilities shall include construction of new facilities or changes or additions to existing facilities. All drawings, plans and specifications shall include profiles showing United States Geological Survey elevations and shall be prepared by a professional engineer, licensed to practice in the State of Illinois, all equipment shall be of a manufacture and type approved by Orland Park, and all work shall be performed by a plumbing contractor licensed and bonded in the State of Illinois.

15 Calibration. Illinois-American shall calibrate the required metering equipment in accordance with its applicable ordinances and rules which currently require calibration, however, not less frequently than once every twelve (12) month period. A meter

registering not more than one- and one-half percent (1-1/2%) above or below the test shall be deemed to be accurate. The previous reading of any meter disclosed by tests to be inaccurate shall be corrected for three (3) months previous to such tests in accordance with the percentage of inaccuracy found by such tests. If the meter is determined to be inaccurate by 1 ½% or less, no adjustments shall be made to the charges previously imposed under Article 2. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the average amount of water furnished for the month preceding and the month following the period in which the failure occurred, unless the Parties agree upon a different amount, which agreement shall not be unreasonably withheld. Illinois-American agrees to initially pay the amount due based upon the amount of water furnished during the month immediately prior to the failure, and the Parties shall adjust the amount of payment, when Orland Park determines the amount of water used by Illinois-American during the month following the period in which the failure occurred. The metering equipment shall be read monthly. An appropriate official of Illinois-American shall have access to the meter for the purpose of verifying meter readings. Illinois-American shall notify Orland Park at least five (5) days prior to any calibration, test or meter reading specifying a time and date when such actions will be taken so Orland Park's designee (s) may, at its option, be available during the calibration, the taking of such tests and readings, and, at Orland Park's option and expense. Orland Park may before such calibration and/or tests it deems necessary.

ARTICLE 2

Term; Rates

2.1 Term. The term of this Agreement shall commence upon the first delivery of water to Illinois-American by Orland Park (the "Effective Date") and shall continue for a period of twenty (20) years.

2.2 Rates. The rates and charges for the Water Supply shall be for 2021 one lump sum rate of \$8.67 per thousand gallons of water. In 2021, Village of Orland Park's portion is \$4.46 per thousand gallons of water and the Oak Lawn's portion is \$4.41 per thousand gallons of water. Any future rate increases whether by Oak Lawn or by Village of Orland Park will be same percentage as our other customers in Village of Orland Park. Orland Park shall provide Illinois-American written notice to the individuals and addresses provided for in Section 7.4 of any rate changes at least thirty (30) days in advance of any rate change becoming effective.

2.3 Invoices. Orland Park shall send a monthly invoice to Illinois-American based on the metered amount of Water Supply delivered during the prior month to the point of delivery (as set forth in Section 1.3). Each invoice shall be due and payable upon receipt, but in no event later than the fifteenth (15th) day of the month succeeding the delivery of such water or thirty (30) business days following the receipt of such invoice, whichever is later.

ARTICLE 3
Agreements and Covenants of Illinois-American

3.1 Maintenance of Illinois-American's Infrastructure. Illinois-American hereby agrees to maintain all pipelines and facilities owned and installed by it efficiently, and take steps reasonably necessary so that all pipelines and facilities will be in good repair and working order and will operate properly and efficiently. Orland Park agrees that it shall not solicit to furnish water service to individual customers located within the Alpine Heights System or the Illinois-American certificated area. Orland Park will provide notice to Illinois-American, within ten (10) business days of receiving any request to provide service to any customer in the Alpine Heights System and/or Illinois-American certificated area and, in all events, prior to providing any such service. Orland Park agrees that it shall not serve individual customers or to extend its distribution system within either Illinois-American's franchised or certificated areas of service outside the Orland Park service area, without written agreement of Illinois-American.

3.2 Water Supply Not for Resale. Illinois-American hereby acknowledges and agrees that the Water Supply delivered to it by Orland Park shall be solely for the use of Illinois-American and its customers in the Alpine Heights subdivision who are direct retail water customers and not to be re-sold on a sale for resale basis to any wholesale purchaser without the prior written consent of Orland Park. In the event Illinois-American breaches the provisions of this Section, Illinois American agrees to pay to Orland Park, as liquidated damages, twice the rate currently in effect for Orland Park's sale for resale customers or twice what Illinois-American receives (or should have monetarily received as a result of any sale made for resale), whichever is greater

3.3 Emergency Water Service. Illinois-American may enter into an emergency water service agreement with another municipality or water district for the purpose of obtaining a supply of water in the event that there is a partial or total failure by Orland Park to supply Illinois-American's water requirements. Illinois-American shall notify Orland Park at least 45 days prior to entering into such an agreement, which notice shall include a copy of the proposed agreement, and Illinois-American shall not enter into such agreement without Orland Park's prior written approval, which approval shall not be unreasonably withheld. Illinois-American may obtain additional water service from sources other than Orland Park only for the period of time that there is a water supply short fall.

ARTICLE 4
Agreements and Covenants of Orland Park

4.1 General Conditions of Service. The following general provisions shall apply:

(a) Orland Park shall furnish water service to Illinois-American and Illinois-American will take the water service in accordance with all rules, regulations, and conditions of service from time to time in effect, subject to the provisions of this Agreement.

(b) Orland Park shall, generally, provide a regular and uninterrupted supply of water at the point of delivery, but shall not be liable for damages to Illinois-American for failure, suspension, diminution, or other variations beyond the control of Orland Park, including but not limited to emergencies, breaks, leaks, defects, electrical outages, necessary repairs of its facilities, or emergencies caused by fires, floods, earthquakes, strikes, force majeure, acts of God or a public enemy, or other similar causes beyond the control of Orland Park. Illinois-American agrees to indemnify, defend and hold harmless Orland Park from and against any and all third party claims arising out of or related to the failure, suspension, diminution, or other variations in the supply of water from Orland Park caused by any act or omission, neglect or misconduct of Illinois-American, except to the extent caused by Orland Park's negligence or willful conduct. Provided however, Illinois-American shall not be liable for damages to Orland Park for failure, suspension, diminution, or other variations beyond the control of Illinois-American, including but not limited to emergencies, breaks, leaks, defects, electrical outages, necessary repairs of its facilities, or emergencies caused by fires, floods, earthquakes, strikes, force majeure, acts of God or a public enemy, or other similar causes beyond the control of Illinois-American.

(c) Orland Park shall provide water hereunder which, at the Master Meter Vault, complies with all applicable State and Federal regulations including, but not limited to, those regarding potable water quality. Orland Park shall not be responsible for the quality of the Water Supply beyond the Master Meter Vault. Illinois-American bears the responsibility for taking title to the water and maintaining the water quality at all points beyond the Master Meter Vault and at all points within its Illinois-American water distribution system. Orland Park bears no degree of responsibility for the water quality at any point beyond the Point of Delivery and Illinois-American shall save and hold harmless, and indemnify Orland Park for the water quality at all point beyond the Point of Delivery. Illinois-American shall have the responsibility of re-chlorinating and re-pumping the Water Supply delivered to Illinois-American as may be necessary. Each of the Parties hereto shall immediately notify the other of any emergency or condition which may affect the quality of water in either Party's system. Illinois-American agrees to indemnify, defend and hold harmless Orland Park from and against any and all third party claims arising out of or related to the physical, chemical, or biological quality of water in Illinois-American's Alpine Heights System and further agrees to indemnify, defend and hold harmless Orland Park from and against any and all claims for damages or injuries sustained arising out of or related to any operation connected with Illinois-American's water system caused by any act or omission, neglect or misconduct of Illinois-American, except to the extent caused by Orlando Park's negligence or willful conduct. Provided however, Illinois American shall not be liable for damages to Orland Park for the physical, chemical, or biological quality of water in Orland Park's system caused by acts or omissions beyond the control of Illinois-American, including but not limited to acts of God or a public enemy, or other similar causes beyond the control of Illinois-American.

ARTICLE 5

Conditions Precedent of Orland Park

5.1 Conditions Precedent for Orland Park to Provide the Water Supply. The following conditions precedent must be met to the satisfaction of Orland Park prior to Orland Park's obligation to provide the Water Supply to Illinois-American:

(a) The Parties shall have obtained all applicable consents, approvals and authorizations from any other governmental authority having jurisdiction, including, without limitation, construction, operating, and other required permits necessary to complete all required construction (if any) and connect the respective water systems for the delivery of the Water Supply.

(b) Orland Park shall have passed resolutions approving and duly authorizing this Agreement and shall have provided certified copies of said resolutions to Illinois-American.

(c) Orland Park shall have cooperated fully with Illinois-American in connection with any actions required in order to effectuate the consummation of the transactions contemplated hereby including, without limitation, actions required to be taken with respect to obtaining the requisite regulatory approvals, if necessary.

ARTICLE 6

Conditions Precedent of Illinois-American

6.1 Conditions Precedent for Illinois-American to Purchase the Water Supply.

The following conditions precedent must be met to the satisfaction of Illinois-American prior to Illinois-American having the obligation to purchase the Water Supply from Orland Park: Both parties shall have obtained all applicable consents, approvals and authorizations from any other governmental authority having jurisdiction, including, without limitation, construction, operating, and other required permits necessary to complete all required construction and connect the respective systems for the delivery of the Water Supply.

ARTICLE 7

General Provisions

7.1 Default/Termination. The failure of either party to fulfill its obligations as established by this Agreement shall be considered a default. In the event of a default, the other party shall give written notice of the nature of the default to the other party. The defaulting party shall have a reasonable period of time to cure the default, not to exceed thirty (30) days. If the default is not cured, the non-defaulting party may terminate this Agreement by written notice served upon the defaulted party. A reasonable extension of the 30-day period to cure a default will be provided if the defaulting party is undertaking reasonable and diligent steps to cure the default which will extend beyond the 30-day limit. This Agreement shall be subject to termination if a court of competent jurisdiction or a governmental body or agency restricts or limits any of Orland Park's rights to obtain, sell, contract for, or distribute water to Illinois-American in a manner that prohibits Orland Park from complying with its obligations to Illinois-American under this Agreement.

7.2 No Waiver. The failure of either Party to exercise any right given it hereunder, or to insist upon strict compliance with the provisions hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time to require exact and strict compliance with all

the terms hereof. The rights and remedies under this Agreement are cumulative to any other rights or remedies which may be warranted by law.

7.3 Insurance and Indemnification. Throughout the effective term of this Agreement, Illinois-American shall procure and keep in full force and effect occurrence-based commercial general liability insurance in a policy amount of not less than One Million Dollars (\$1,000,000.00) and shall name Orland Park an additional insured thereunder on a primary noncontributory basis. Illinois-American shall provide Orland Park with a certificate evidencing compliance with this paragraph.

Orland Park shall indemnify and defend Illinois-American and hold it harmless from and against all damages, claims, suits, or actions, including reasonable attorney's fees, on account of bodily injury to or death of any person or persons and injury to or destruction of any property resulting from or in any way connected with Orland Park's negligent or intentional failure to comply with any of the provisions of this Agreement.

Illinois-American shall indemnify and defend Orland Park and hold it harmless from and against all damages, claims, suits, or actions, including reasonable attorney's fees, on account of bodily injury to or death of any person or persons and injury to or destruction of any property resulting from or in any way connected with Illinois-American's negligent or intentional failure to comply with any of the provisions of this Agreement.

7.4 Notice. Any notice, demand or communication required herein or permitted hereunder shall be deemed to have been sufficiently given or served for all purposes (a) if delivered personally to the Party or to an authorized representative of the Party to whom the same is directed, or (b) if sent by a nationally recognized overnight delivery service, charges prepaid, or (c) if sent by certified mail, return receipt, postage prepaid, in each case addressed as follows:

If to Illinois-American:

Illinois-American Water Company
Attention: President
300 North Water Works Drive
Belleville, Illinois 62223

With a copy to:

Illinois-American Water Company
Attention: Legal Department
300 North Water Works Drive
Belleville, Illinois 62223

If to Orland Park:

Village of Orland Park
Attn: Village Manager

14700 South Ravinia Avenue
Orland Park, IL 60462

With a copy to:

Village of Orland Park	and	Klein, Thorpe and Jenkins, Ltd.
Attn: Village Clerk		Attn: Dennis Walsh
14700 South Ravinia Avenue		15010 S. Ravinia Ave., Ste 10
Orland Park, IL 60462		Orland Park, IL 60462

or to such other address with respect to a Party as such Party shall notify the other in writing as above provided. Except as otherwise provided in this Agreement, any such notice shall be deemed to be given on the day personally delivered or one (1) day after the date on which the same was deposited with a nationally recognized overnight delivery service, or two (2) days after deposit in U.S. Mail, in each case addressed and sent as aforesaid.

7.5 Governing Law. This Agreement shall be construed and its performance shall be determined in accordance with the general laws of the State of Illinois without regard to conflict of laws principles. Any claims or disputes arising from the Agreement shall be the sole venue and jurisdiction of the Cook County, Illinois, Circuit Court.

7.6 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective legal representatives, successors and assigns. In the event of any occurrence rendering either Party incapable of performing under this Agreement, any successor to that Party, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and be bound by the obligations of that Party hereunder.

7.7 Entire Agreement. The Agreement, and all exhibits attached hereto, contain the entire agreement among the Parties hereto and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof.

7.8 Authority. Each person signing this Agreement on behalf of a Party does warrant that the person has authority to execute this Agreement on that Party's behalf and that any and all necessary corporate or limited liability company actions or resolutions, if any necessary to that Party's authorization of and entry into this Agreement have been adopted.

7.9 Headings. The captions in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any provision hereof or herein contained.

7.10 Substantive Recitals. The Recitals set forth herein are substantive in nature and are incorporated into the body of this Agreement.

7.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument, and this Agreement shall not be binding on the signatories hereto until all such Parties have executed this Agreement.

7.12 Further Assurances. The Parties recognize that the construction and operation of a water distribution system is a major public works responsibility which requires cooperation by the Parties in a variety of actions contemplated by this Agreement. The Parties agree to cooperate with each other and to provide all information necessary to permit each Party to carry out its obligations hereunder, including, but not limited to cooperation in all matters relating to required permits and approvals.

7.13 Extensions. Either party may seek to extend this Agreement at the end of the original term. Any such extension shall be subject to good faith negotiations as to the substantive to be applicable during the period of any such extension.

7.14 Reporting Requirements.

(A) Illinois-American shall maintain suitable records of water used by Illinois-American and these records shall be available to Orland Park at all reasonable times. Rates are available on Illinois-American's website.

(B) Upon request, Orland Park shall annually report the quality of its Lake Water supply to Illinois-American

7.15 Assignment. No Party shall assign, sublet, sell or transfer its interest in this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party. Unless the Parties mutually consent to an assignment, the assignment shall be void and terms and conditions of this Agreement shall remain binding upon and shall inure to the benefit of the Parties.

7.16 No Individual or Personal Liability. The Parties agree that the actions taken in regard to and the representations made by each respective Party in this Agreement and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, official, officer, employee, volunteer or representative of any Party will incur personal liability in conjunction with this Agreement.

7.17 No Third-Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a Party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the Parties hereto will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other Party hereto.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the day and year first above written.

ILLINOIS-AMERICAN WATER COMPANY

By: 
Justin L. Ladner, President

VILLAGE OF ORLAND PARK

By: _____
George Koczura, Village Manager

Exhibit A

Alpine Heights, a subdivision of the Southwest Quarter of Section 20, Township 36 North, Range 12, as Recorded August 6, 1892 in Book 57, Page 14 as Document No. 1713023. Except the North 664 feet thereof and that portion of the said subdivision lying east of the center line of the Wabash Railroad: In Cook County, Illinois.