

**MCHEMRY TOWNSHIP ROAD DISTRICT RIGHT-OF-WAY
TELECOMMUNICATIONS UTILITY OCCUPANCY AGREEMENT**

This Utility Occupancy Agreement (“Agreement”) is entered into by and between:
McHenry Township Road District, McHenry County, Illinois (“Road District”),
and _____, a _____ (“Utility Company”).

1. Authority and Nature of Agreement. This Agreement is entered pursuant to Section 9-113 of the Illinois Highway Code (605 ILCS 5/9-113), which provides that no ditches, drains, track, rails, poles, wires, pipeline, or other equipment of any public utility company, municipal corporation, or other public or private entity shall be located, placed, or constructed upon, under, or along any highway or township road without first obtaining the written consent of the appropriate highway authority. The Highway Commissioner is the appropriate highway authority. This Agreement: (i) grants a non-exclusive license to occupy Road District right-of-way; (ii) conveys no property interest; (iii) does not constitute a cable franchise; and (iv) does not grant exclusive rights. This written consent is conditioned upon full compliance with this Agreement and applicable law.

2. Proof of Regulatory Status. Prior to issuance of any permit, Utility Company shall provide: (i) proof of registration or certification as a telecommunications carrier (CLEC) with the Illinois Commerce Commission (if applicable); and (ii) corporate good standing documentation. Failure to provide such documentation shall constitute grounds to deny or suspend permit approval.

3. Permit Requirement. The Road District right-of-way construction permit is required for each installation project. Permit applications shall include: (i) Engineering drawings and route maps; (ii) Boring/trenching specifications; (iii) Traffic control plan; (iv) Restoration plan; (v) Construction schedule; and (vi) Emergency contact information. No work may begin without written permit approval.

4. Construction Standards. Utility Company shall: (i) Use directional boring unless otherwise approved; (ii) Maintain minimum cover depths per industry and Road District requirements; (iii) Avoid interference with drainage structures; (iv) Comply with JULIE; (v) Protect existing

utilities; (vi) Maintain safe traffic control. The Road District retains the right to inspect at any time.

5. Restoration and Warranty. Utility Company shall restore all disturbed areas to equal or better condition, including: (i) Pavement; (ii) Aggregate shoulders; (iii) Ditches; (iv) Drainage structures; and (v) Turf. Restoration shall be warranted for two (2) years from completion. If restoration is deficient, Road District may: (i) Issue written notice to cure; (ii) Perform corrective work if not cured; and (iii) Recover all costs from Utility Company.

6. Relocation at Utility Company's Sole Cost. If Road District determines that relocation is necessary due to: (i) Road reconstruction; (ii) Widening; (iii) Drainage improvement; and (iv) Public safety needs. Utility Company shall relocate its facilities at its sole expense within the timeframe specified by Road District. Failure to relocate constitutes default.

7. Insurance. Utility Company shall maintain: (i) Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate; (ii) Automobile Liability: \$1,000,000; and (iii) Workers' Compensation: Statutory. McHenry Township Road District shall be named as Additional Insured. Coverage shall be primary and non-contributory with respect to any insurance maintained by the Road District. Certificates must be provided prior to permit issuance and annually thereafter.

8. Indemnification. Utility Company shall indemnify, defend, and hold harmless the Road District, its officers, employees, and agents from and against all claims, damages, losses, and expenses including attorney's fees and costs arising from Utility Company's installation, presence, operation, or removal of facilities in the right-of-way, except to the extent caused by the Road District's sole negligence.

9. Performance Security. Road District may require, prior to permit issuance: (i) Restoration bond; or (ii) Letter of credit in an amount determined by the Highway Commissioner sufficient to cover restoration and potential relocation.

10. As-Built Documentation. Within sixty (60) days of project completion, Utility Company shall provide accurate electronic as-built drawings in GIS-compatible format. Failure to provide as-builts may result in suspension of future permits.

11. Emergency Response. Utility Company shall: (i) Provide 24-hour emergency contact; (ii) Respond promptly to exposed facilities or roadway hazards; and (iii) Repair failures that affect roadway safety.

12. Default and Remedies. If Utility Company violates this Agreement or permit conditions, Road District may: (i) Issue stop-work order; (ii) Suspend permits; (iii) Draw on bond/security; and (iv) Remove facilities at Utility Company's cost after reasonable written notice, except in emergencies. Nothing herein limits the Road District's right to pursue all remedies available at law or in equity.

13. Fees. Permit fees shall be cost-based and reasonably related to Road District's administrative, inspection, and review expenses. No revenue-based franchise fee is imposed.

14. Term and Termination. This Agreement shall remain in effect until terminated upon 90 days written notice. Termination does not relieve Utility Company of: (i) Relocation obligations; (ii) Restoration duties; and (iii) Indemnification obligations.

15. Governing Law. Illinois law governs. Venue lies in McHenry County, Illinois.

16. Entire Agreement. This Agreement governs all Utility Company facilities within Road District right-of-way unless modified in writing.

(signature page to follow)

McHenry Township Road District

By: _____
Highway Commissioner

Date: _____

UTILITY COMPANY

By: _____

Title: _____

Date: _____