



### UTILITY JOINT USE AGREEMENT

Contract No.: 61K 89

Roadway: John Humphrey Drive at 143<sup>rd</sup>. Street

Section: 16-00078-00-CH

From: Village of Orland Park

County: Cook

Projected Roadway Letting Date: TBD

To: Enterprise TE Products Pipeline Company LLC

**WHEREAS**, the Village of Orland Park ("**VOP**"), proposes to make certain roadway improvements on that section of the above-indicated roadway; and

**WHEREAS**, the Enterprise TE Products Pipeline Company LLC ("**Utility**"), proposes to retain title to any property rights it may have on, along or across, and within or over such limits of the roadway right of way as indicated by the location map attached hereto.

**NOW, THEREFORE**, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both roadway and utility purposes will be made of the area within the roadway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed roadway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **VOP** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **VOP** promptly. If at any time the existence, construction, operation, maintenance, relocation, or removal of **VOP's** Roadway Improvement Encroachment causes Company to incur any cost that in any manner relates to Company's operation, maintenance, removal, repair, replacement, protection, modification, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Facilities or Easement, or the cleanup or handling of any spills of petroleum products (individually and collectively, "Easement Operations"), **VOP agrees to reimburse Utility for any and all such costs that would not have been incurred but for the existence of the Encroachment.** **VOP** hereby releases **Utility** from and agrees that **Utility** will not be held liable for any damages to the Encroachment arising from **Easement/Permit** Operations. Any sums **VOP** is required to pay or reimburse to **Utility** under this Agreement shall accrue interest at the lesser of the maximum legal rate or 18% per annum, beginning the 30th day after Company makes written demand to Landowner for same, until paid in full. **VOP agrees to install a protective barrier around Utility's vent pipe at the edge of their planned expansion.** If such alteration, modification or new construction is in conflict with the current roadway or planned future roadway improvements, or could endanger the traveling public using said roadway, **VOP** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the roadway facility and the traveling public using said roadway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access roadway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the roadway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the roadway right of way from any one or all access points.

Initial  
VOP

Date

Initial

Utility

Date

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Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect roadway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **VOP** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of roadway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

If **Utility's** facilities are located along a non-controlled access roadway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

**Participation in actual costs incurred by the Utility** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with applicable laws of the State of Illinois.

**Utility** will, by written notice, advise **VOP** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **VOP** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **State**, by execution of this Agreement, do not waive or relinquish any right that they may have under the law.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

Utility:

\_\_\_\_\_

*Name of Utility*

By:

\_\_\_\_\_

*Authorized Signature*

\_\_\_\_\_

*Print or Type Name*

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Director of the Village of Orland Park, Engineering  
Department:

**THE VILLAGE OF ORLAND PARK**

Executed and approved for the Village of Orland Park for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Village of Orland Park, Engineering Department.

By:

\_\_\_\_\_  
Village of Orland Park Eng. Dept., Director

Date:

\_\_\_\_\_