

**ENCROACHMENT AGREEMENT**

STATE OF ILLINOIS       §  
  §  
COUNTY OF COOK       §

This Encroachment Agreement (“Agreement”) is made and entered into by and between **Enterprise TE Products Pipeline Company LLC** (hereinafter referred to as “Company”) whose mailing address is c/o Land Department, P.O. Box 4324, Houston, Texas 77210-4324 and physical address is c/o Land Department, 1100 Louisiana Street, Houston, Texas 77002, and **Village of Orland Park** (hereinafter referred to as “Landowner”), whose address is 14700 S. Ravinia Ave, Orland Park, Illinois 60462-3134, upon the following terms and conditions:

**WITNESSETH:**

WHEREAS, Landowner owns a certain tract of land located in Cook County, Illinois and more particularly described as follows:

Being that part of Lot 1 of Heritage Square, according to the plat thereof, recorded September 23, 1986 as Document No. 86430347, in the Southwest Quarter of Section 3, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois and more particularly described in that certain Temporary Construction Easement dated October 14, 2024 and recorded December 11, 2024 under Document No. 2434610008 in the Official Public Records of Cook County, Illinois; and being that part of the North 466.70 feet of the Easterly 746.70 feet of the West Half of the Northwest Quarter of Section 10, Township 36 North, Range 12 East of the Third Principal Meridian and more particularly described in that certain Warranty Deed dated November 11, 2024 and recorded February 4, 2025 under Document No. 2503509005 in the Official Public Records in Cook County, Illinois (collectively the “Property”);

WHEREAS, Company holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain Right of Way Grant from First National Bank of Blue Island Ill. As Trustee under Trust No. 1231 to Texas Eastern Transmission Corporation dated January 24, 1957, and recorded in Book 54576, Page 310 in the Official Public Records of Cook County, Illinois; that certain Right of Way Option from Christine Grosskopf to Texas Eastern Transmission Corporation dated October 26, 1956, and recorded in Book 54463, Page 453 in the Official Public Records in Cook County, Illinois; that certain Right of Way Partial Release Agreement from Paul Grosskopf et al to TE Products Pipeline Company, Limited Partnership dated June 8, 2001 and recorded under Document No. 0010761242 in the Official Public Records in Cook County, Illinois; (collectively the “Easement”); and that certain Permit No. 10-1576 from the State of Illinois Department of Public Works and Buildings, Division of Highways to Texas Eastern Transmission Corporation dated July 24, 1957 (the “Permit”);

WHEREAS, Company owns and operates a pipeline that is located within the Easement and commonly known as P35/Monee to Chicago GATX pipeline (the “Pipeline”; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the “Facilities”) that runs through the Property pursuant to the Easement;

WHEREAS, Landowner desires to construct **State of Illinois Department of Transportation Proposed Roadway Plans MUN 2520 (John Humphrey Drive) at FAU 1600 (143<sup>rd</sup> Street) Section 16-00078-00-CH, Project FBGB (348) Intersection Improvements & Roadway Reconstruction Village of Orland Park, Cook County, C-91-261-24 consisting of 143rd Street roadway improvements; and one (1) twenty-four inch (24”) WMQ storm sewer**, as shown on the plans dated January 6, 2025 and attached hereto as Exhibit A over/under/across the Pipeline, which will encroach on the Easement (the “Encroachment”);

WHEREAS, Landowner desires to obtain Company’s consent to encroach on the Easement and Facilities; and

WHEREAS, Company, subject to the terms and conditions hereinafter stated, is willing to permit the Encroachment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees to accommodate the Encroachment, subject to the following terms and conditions, and Company and Landowner hereby agree as follows:

1. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Assumption of Risk: Landowner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Landowner or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in any way associated with the Encroachment. Any maintenance or improvements to or repairs of the Encroachment that may become necessary, in accordance with sound professional engineering practice, **including the protection of the casing vent pipes of Company Pipeline with bollards**, shall be the sole responsibility and performed at the sole cost and expense of Landowner. Landowner shall keep all portions of the Encroachment in good repair.

3. Construction Parameters: Construction activity of any kind, including, but not limited to, equipment movement, materials storage, boring, and digging that take place within the Easement will require 48 hours (two working days) prior notice to Illinois One-Call at 811. A Company representative must be present during any of the aforementioned construction activities and Landowner acknowledges that Company’s representative shall have full authority to stop any of Landowner’s excavation or construction related activities within the Easement if

Company's representative, in his/her sole discretion, in accordance with sound professional engineering practice, believes Landowner's activities could result in damage to the Facilities or pose a threat to the environment or public safety. The presence of Company's representative will not relieve Landowner of any liability under this Agreement.

4. **The following language must be conspicuously displayed on all drawings depicting the Pipeline(s):**

**WARNING!**

**HIGH PRESSURE PIPELINE(S)**

Excavation and/or Construction Prohibited without Prior Written Permission From  
Enterprise TE Products Pipeline Company LLC

5. **Construction Parameters (continued):** No equipment will be allowed to work over the Pipeline, unless approved by Company's representative. Excavators must work/dig parallel to the Pipeline, and the buckets must have barred teeth, no detachable implements will be allowed. Any excavation within eighteen (18) inches plus half the diameter of the Pipeline will be done by hand; however, no mechanical excavation should ever be performed less than two (2) feet from the Pipeline. No medium to large vibratory compaction equipment is allowed within minimum ten (10) feet from the Pipeline, only walk-behind vibratory rollers/compactors are allowed. Landowner's crossing(s) will be as close to ninety (90) degrees as possible to the Pipeline, but not less than forty-five (45) degrees. Company will require physical verification of Pipeline depth of cover and alignment, at Landowner's expense, prior to work being performed near the Pipeline. The method of physical verification, whether hydro-excavation or other means, shall be coordinated and approved by Company's field representative. If the Pipeline is not at the anticipated alignment or depth, Landowner shall adjust the Encroachment accordingly at no expense to Company. A minimum of **four (4) feet** of stable soil cover must be maintained over the Pipeline. No excavation or removal of cover will be permitted within the Pipeline right-of-way without prior approval.

6. **Roadway Improvement Crossings:** Landowner will maintain **existing depth of cover** between the top of the Pipeline and the top of the roadway surface(s). Landowner shall be responsible for all future damages to the paved roadway including its replacement or restoration in the event that Company, or its designee, must access the Pipeline and/or associated right-of-way to perform routine or emergency maintenance.

7. **Underground Utilities:** All underground utilities will be installed **over** the Pipeline. Landowner will install the **one (1) twenty-four (24) inch WMQ storm sewer**, via open excavation, in such a way that a minimum vertical separation of **twenty-four (24) inches** between the top of the Pipeline and the bottom of Landowner's UTILITY is maintained. Foreign utilities crossing Company's Pipeline should include warning tape in accordance with the American Public works Association (APWA) Uniform Color Code, above the foreign

utility, 12-inches below ground and shall extend at least 20-feet each direction measured from the crossing point.

8. Heavy Equipment: Company will require a **minimum of 72 hours written notice** prior to crossing the Pipeline with heavy equipment. Wherever Landowner will cross the Pipeline and/or Easement with heavy equipment, Landowner will place eight (8) inch thick timber matting over the Pipeline and/or Easement as determined by Company's field representative. Company requires minimum **four (4) feet of stable soil cover** above the Pipeline at locations where construction activities require crossing over the Pipeline with heavy construction equipment.

9. Excavated Material: Excavated material will not be placed over the Pipeline. Landowner agrees to clean up and repair all damages to the Easement resulting from the work on or across the Easement. Any and all damage repairs and cleanup of the Easement will be subject to Company's acceptance.

10. Landscaping: Large landscaping is not permitted on the Easement, including, but not limited to, trees, shrubs, and large landscaping with a mature untrimmed height greater than **eighteen (18) inches**. Company reserves the right to trim canopy of any trees or other vegetation adjacent to the Easement to prevent overhang onto the Easement.

11. No Interference: Landowner shall at all times conduct all of its activities within the Easement in such a manner as not to interfere with or impede in any manner whatsoever the operation of the Facilities and any related activities of Company. If at any time Company, in its sole discretion, in accordance with sound professional engineering practice, determines that the safety, operation, or maintenance of the Facilities is adversely affected by the Encroachment, Company may take any and all necessary action to protect the Easement and Facilities from such adverse condition. In accordance with Section 13, Landowner shall promptly reimburse Company for its reasonable costs incurred in protecting or modifying the Facilities from, or to eliminate, such adverse condition.

## **12. INDEMNIFICATION**

**(A) GENERAL INDEMNITY: EXCEPT WITH RESPECT TO CLAIMS RELATING TO BODILY INJURY OR DEATH OF AN EMPLOYEE (AS DEFINED IN PARAGRAPH (B) BELOW), LANDOWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS (COLLECTIVELY "INDEMNIFY") COMPANY, ITS AFFILIATES, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, CONTRACTORS AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES (COLLECTIVELY "CLAIMS"), FOR BODILY OR PERSONAL INJURIES, INCLUDING, BUT NOT LIMITED TO, DEATH, TO ANY PERSON OR DAMAGES TO OR**

DESTRUCTION OF PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE THEREOF, ACTUALLY OR ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT, THE CONSTRUCTION OF THE ENCROACHMENT, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY LANDOWNER OR ITS RESPECTIVE AGENTS, CONTRACTORS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS LANDOWNER IS LIABLE (EACH A “LANDOWNER PARTY”). LANDOWNER’S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY, EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS PARAGRAPH (A) IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE; BUT THE INDEMNIFIED PARTIES SHALL NOT BE ENTITLED TO INDEMNIFICATION UNDER THIS PARAGRAPH (A) FOR ANY CLAIMS TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. NOTWITHSTANDING THE FOREGOING, IF SUBCHAPTER C OF CHAPTER 151 OF THE TEXAS INSURANCE CODE APPLIES TO THIS AGREEMENT, THIS INDEMNITY PROVISION SHALL NOT APPLY TO THE EXTENT THAT IT REQUIRES LANDOWNER TO INDEMNIFY AN INDEMNIFIED PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTY, OTHER THAN LANDOWNER OR ITS AGENTS, EMPLOYEES OR CONTRACTORS OF ANY TIER.

13. Reimbursement: If at any time the existence, construction, operation, maintenance, relocation, or removal of the 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”), Landowner agrees to reimburse Company for any and all such costs that would not have been incurred but for the existence of the Encroachment. Landowner hereby releases Company from and agrees that Company will not be held liable for any damages to the Encroachment arising from Easement Operations. Any sums Landowner is required to pay or reimburse to Company under this Agreement shall be paid by the Landowner in accordance with the Illinois Local Government Prompt Payment Act.

14. Insurance: Landowner shall maintain (and require its contractors to maintain, during the course of work on the Encroachment) insurance of the type, in the amount and under the terms set forth in Exhibit B attached hereto and made a part thereof. Certificates of Insurance on all policies shall be furnished to Company upon execution of this Agreement.

15. Removal: Company has the right to remove all or portions of the Encroachment as necessary in Company's discretion in accordance with sound professional engineering practice in its exercise of the rights granted to it under the Easement. Should Company need to remove any portion of the Encroachment within the Easement in order to conduct Easement Operations, Landowner shall pay for the cost of removing and be responsible for replacing or reinstalling such removed portion of the Encroachment and the costs thereof. Company shall not be responsible for any loss, damage, or replacement to the Encroachment or any associated equipment and facilities that exist within the Easement; and Landowner releases Company from all costs, losses, or damages directly or indirectly arising from Company's removal of any portion of the Encroachment.

16. No Waiver: The existence of the Encroachment does not constitute a waiver of Company's express rights under the Easement or any other rights which Company may have express or implied by law or equity.

17. No Additional Improvements: Except for the Encroachment, Landowner will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind on, above, or below the surface of the Easement, or change the grade thereof, or cause or permit these things to be done by others, without the express prior written consent of Company, which consent may be withheld in Company's sole commercially reasonable discretion. No structures or improvements, including, but not limited to, fences, water wells, septic systems, utility poles, light poles, buildings, houses, barns, garages, patios, swimming pools, or concrete or asphalt slabs, are permitted on the Easement. This Agreement provides only for the Encroachment, and any and all future encroachments require Company's prior review and written consent.

18. Termination: If Landowner is in breach of any terms or conditions set forth in this Agreement, Company, at its option, may terminate this Agreement upon ten (10) days written notice to Landowner unless such breach has been cured, or Company agrees that Landowner has undertaken prompt reasonable steps to cure, prior to the expiration of such ten (10) day period. In the event of such termination, Landowner shall immediately remove all of the Encroachment situated on the Easement, or if Landowner fails to remove all of the Encroachment, Company may, at its option, remove the Encroachment at Landowner's cost and expense and without any liability whatsoever. The failure by Company to exercise this termination option as to any particular breach shall not constitute a waiver of Company's future right to exercise this termination option as to the same or any future breach.

19. Runs with the Land: The terms, covenants and conditions of this Agreement constitute covenants running with the land and shall be binding upon and inure to the benefit of Company and Landowner, their heirs, legal representatives, successors and assigns.

20. Governance and Venue: This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Illinois, without regard to any of its

principles of conflicts of laws that would make applicable the laws of any other jurisdiction. The parties each hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the state and federal courts situated in Harris County, Texas. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATED TO THIS AGREEMENT.**

21. Construction: If any term, covenant or condition of this Agreement is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, covenants or conditions of this Agreement shall remain in full force and effect. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

22. Amendment: This Agreement shall not be amended or modified in any manner, including the conduct of the parties, except by written instrument duly signed by Company and Landowner or their respective heirs, successors or assigns.

23. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company and Landowner and their respective heirs, legal representatives, successors and assigns.

24. Entire Agreement: This Agreement, including any exhibits hereto, constitute the entire agreement between Company and Landowner with respect to the Encroachment and supersedes and replaces any prior agreement, whether written or oral, between the Parties with respect thereto.

25. Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed copy of this Agreement by facsimile, e-mail or other electronic means shall be effective as delivery of an original executed counterpart of this Agreement and shall be binding on the parties hereto and thereto. Any party delivering an executed counterpart of this Agreement by electronic means shall also physically deliver original executed counterparts of this Agreement in the manner and quantity as requested by Company or Company's counsel, but the failure to physically deliver such original executed counterparts shall not affect the validity, enforceability, and binding effect of this Agreement.

26. Notices: Any notice required by or permitted under this Agreement must be in writing. Any such notice will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the opening paragraph of this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other parties as provided herein.

***REMAINDER OF PAGE LEFT BLANK***

***SIGNATURES CONTAINED ON NEXT PAGE***

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

(COMPANY)

Enterprise TE Products Pipeline Company LLC

By: \_\_\_\_\_

Jamie Lavergne Bryan  
Agent and Attorney-in-Fact

Date: \_\_\_\_\_

(LANDOWNER)

Village of Orland Park

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_, 20\_\_, by Jamie Lavergne Bryan, Agent and Attorney-in-Fact for Enterprise TE Products Pipeline Company LLC, on behalf of such limited liability company as authorized by its Manager.

(seal) \_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF §
COUNTY OF §

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_, 20\_\_, by \_\_\_, as \_\_\_ of \_\_\_, on behalf of such \_\_\_\_\_.

(seal) \_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_

Prepared By/Return To:
Enterprise TE Products Pipeline Company LLC
c/o T. York – Land Department
P.O. Box 4324
Houston, Texas 77210-4324

TEPPCO Northern Region – Monee to Chicago GATX
LID #P35 – Tract #24,24H, 25 – (DB#23192)
ILDOT-Roadway-W 143rd & John Humphrey Dr