

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment (the “Second Amendment”), is made and entered into this ____ day of _____, 2018, A.D., by and between the **VILLAGE OF ROMEOVILLE**, an Illinois Municipal Corporation (hereinafter sometimes referred to as “Village”), and **ONEOK NORTH SYSTEM, L.L.C.**, (hereinafter referred to as “Developer”). The Village and Developer may sometimes be referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Village is an Illinois home rule municipality organized and existing under the Illinois Constitution of 1970; and

WHEREAS, Developer and Village have heretofore entered into a certain Development Agreement approved by Village and dated as of November 1, 2017 and recorded with the Will County Recorder’s Office as Document No. R2017094419 (the “Agreement”) and a certain amendment thereto (the “First Amendment”) approved by the Village and dated as of _____, 2018, which collectively, among other things, set forth the terms and conditions under which the Developer will be permitted to relocate portions of the Existing Romeoville Pipeline and to replace the same with the Future Relocated Romeoville Pipeline; and

WHEREAS, the Developer has commenced the work contemplated by the Agreement and the First Amendment; and

WHEREAS, pursuant to Section 9 of the Agreement, the work to be performed by the Developer includes the installation of two testing stations to monitor the effects of Developer’s cathodic protection system for the Future Relocated Romeoville Pipeline on adjacent metallic structures, at the locations in accordance with the specifications set forth in Exhibit E to the Agreement; and

WHEREAS, as a result of field conditions discovered during the course of the work, the Village has determined that a revision to the locations of the testing stations as heretofore set forth in Exhibit E to the Agreement is necessary in order to accommodate the installation and proper functioning of such testing stations, and the Developer is amenable to installing such testing stations in revised locations as indicated by the Village; and

WHEREAS, the Village is willing to amend the Agreement subject to and upon the terms and conditions hereinafter set forth, and the Developer is willing to enter into this Amendment; and

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, Developer and Village hereby agree as follows:

SECTION ONE: Incorporation of Preambles

The recitals contained in the Preamble hereto are material and are hereby incorporated as a part of this Second Amendment. Developer and the Village shall fully cooperate with each other in carrying out the terms of this Second Amendment. All parties represent that they have full authority to enter into this Second Amendment pursuant to law.

SECTION TWO: Amendment to Exhibit E of the Agreement

Village and Developer agree that the testing station location and specifications contained within Exhibit E to the Agreement shall, from and after the approval of and full execution of this Second Amendment by the parties, be amended to reflect the testing station locations set forth in Exhibit E to this Second Amendment, a copy of which is attached hereto and incorporated herein by reference, and that the Developer shall thereafter be permitted to construct such testing stations in accordance therewith, and in accordance with the provisions of Section 9 of the Agreement. From and after the adoption of this Second Amendment, all references in the Agreement and the First Amendment to Exhibit E shall mean and be understood to refer to Exhibit E to this Second Amendment. Village and Developer further acknowledge and agree

that the testing station specifications included within Exhibit E to this Second Amendment are identical to the testing station specifications included within the original Exhibit E to the Agreement, and that the sole intent of the parties in adopting the amended Exhibit E to this Second Amendment is to modify the locations of the testing stations to be installed by Developer pursuant to Section 9 of the Agreement.

SECTION THREE: Effect of Second Amendment

The terms and provisions of this Second Amendment shall supersede and control over any expressly conflicting terms, conditions or provisions of the Agreement or the First Amendment, but all other terms, conditions and provisions of the Agreement and the First Amendment are currently and shall remain in full force and effect, and the same shall not in any way be altered, affected, modified, limited or construed by the terms, conditions and provisions of this Second Amendment. Any term used and defined in the Agreement or the First Amendment and also used or referred to in this Second Amendment shall have the same meaning in this Second Amendment as set forth therefor in the Agreement or the First Amendment. This Second Amendment, the Agreement and the First Amendment, taken together, set forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are set forth therein. Except as herein otherwise provided, no other or subsequent alteration, amendment, change or addition to the Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION FOUR: Indemnification

In the event that, as a result of this Second Amendment, the Agreement or the First Amendment, or actions taken as required hereunder, the Village is made a party defendant in any litigation, arbitration or other proceeding other than litigation, arbitration or other proceeding between the Developer and the Village, Developer agrees to defend, indemnify and hold harmless the Village, its president, trustees, officers, and agents thereof, individually and collectively, from any suits and from any claims, demands, setoffs or other actions including, but not limited to judgments arising therefrom in accordance with Section 12.K. of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

Village:

Attest:

VILLAGE OF ROMEOVILLE,
An Illinois Municipal Corporation

By: _____

By: _____

Name: Dr. Bernice Holloway

Name: John D. Noak

Its: Village Clerk

Its: Village President

Dated: _____

Dated: _____

Developer:

Attest:

ONEOK NORTH SYSTEM, L.L.C.

By: _____

By: _____

Name: _____

Name:

Its:

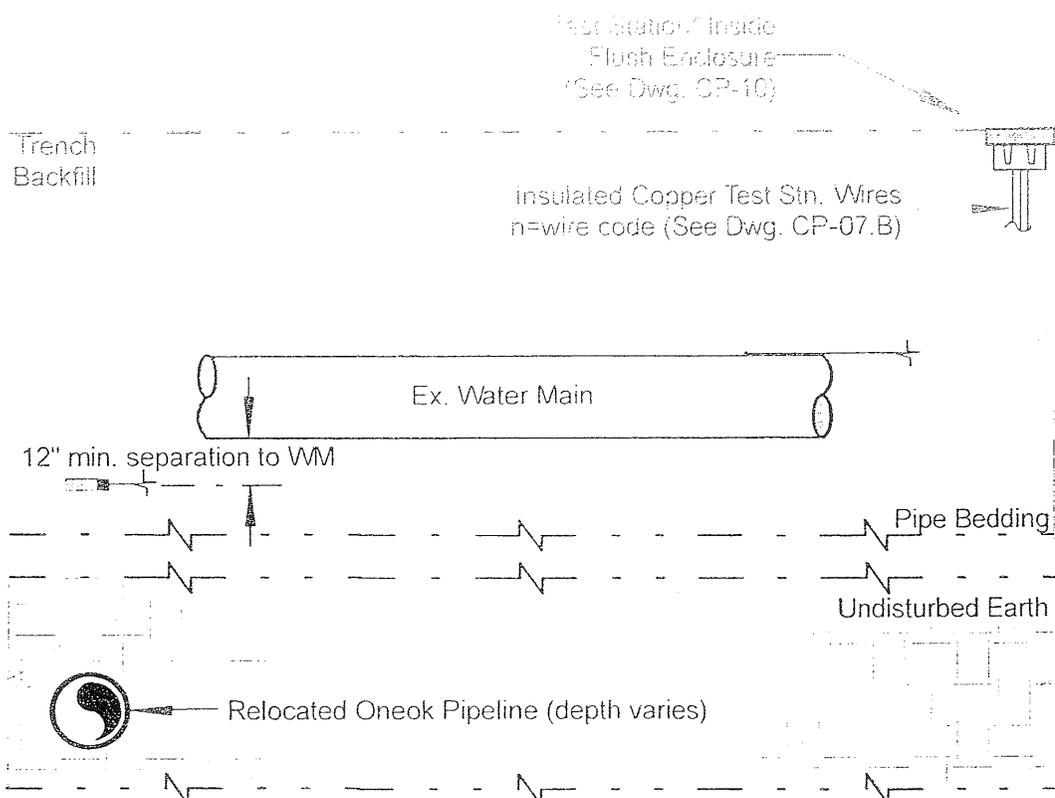
Its:

Dated: _____

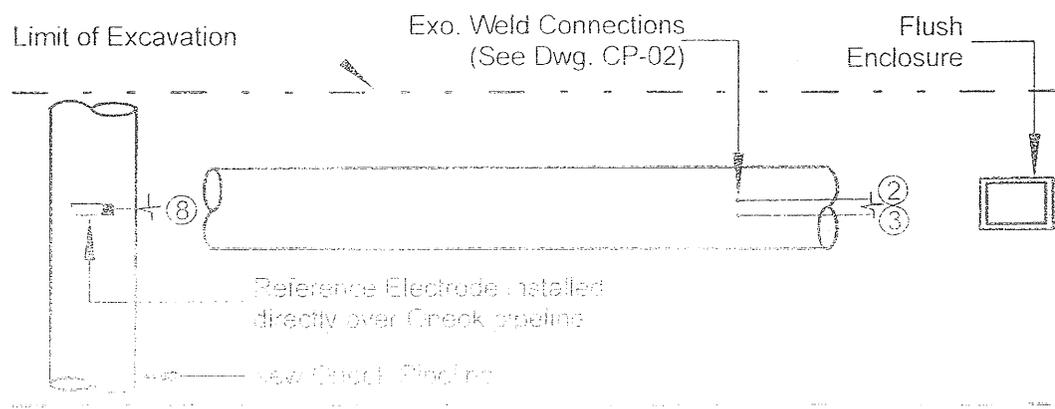
Dated: _____

EXHIBIT E—Testing Station Locations and Design Specifications

The testing station locations referred to in Section 9 of the Agreement shall be at Station 1410+44 (Normantown Road) and at Station 1449+51 (Grand Boulevard).

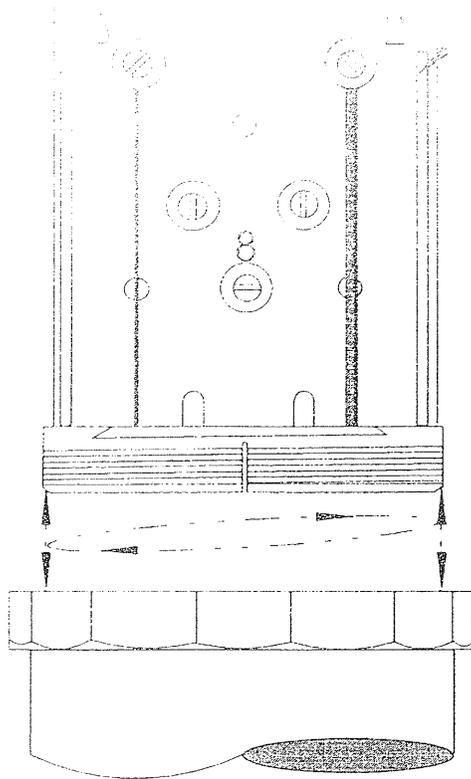


Elevation



Plan View

Install flush test station inside enclosure	15.12.14
Foreign crossing under	15.12.14
Drawn: J. De	15.12.14
Check for all water main crossings	15.12.14
Water Dept. had no comment	15.12.14



1) FAR - Polyethylene Terminal Board
 w/4-40 screws for cover (not shown)
 Front Side: 1/4-20 Binding Posts

Backside: 1/4-20 hex nuts on 1/4-20 x 1"
 screws w/lock washer & fiber washer

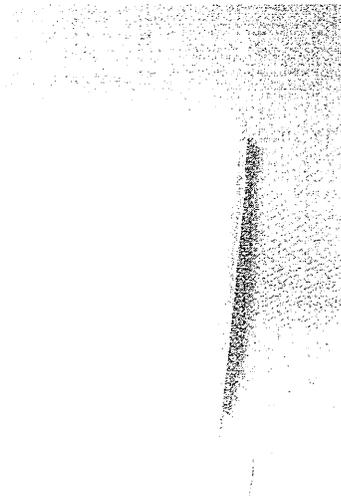
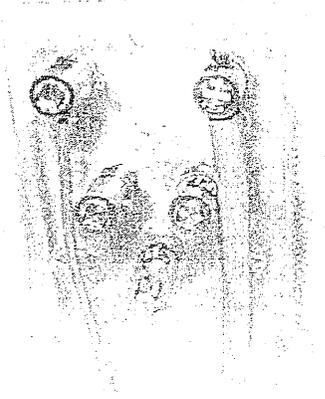
#8 AWG (Blue) to Ex. Water Main

#12 AWG (Blue) to Ex. Water Main

#14 AWG (Yellow) to Reference Electrode

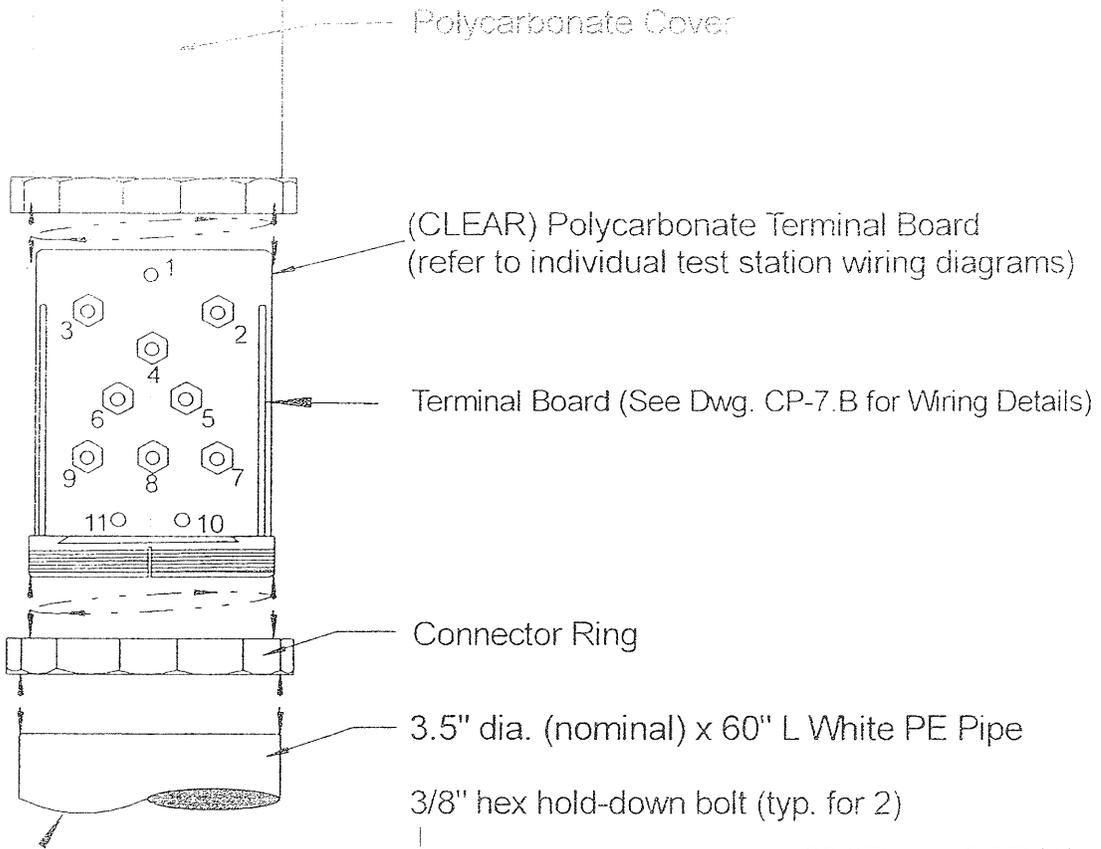
Connector Ring

3.5" dia. (nominal) White PE Pipe



1. The following information is provided for your reference only. It is not intended to be used as a substitute for the original drawings or specifications. The information is provided for your reference only. It is not intended to be used as a substitute for the original drawings or specifications.

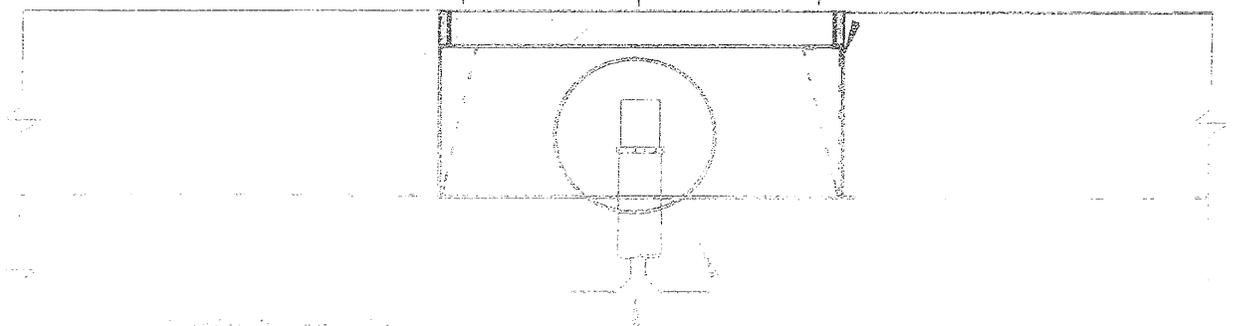
2. The following information is provided for your reference only. It is not intended to be used as a substitute for the original drawings or specifications. The information is provided for your reference only. It is not intended to be used as a substitute for the original drawings or specifications.



Test Station &
Terminal Board

23.25" L x 13.75" W x 2" th.
Polymer Concrete Cover

25" L x 15.5" W x 12" H
Polymer Conc. Enclosure



1. 3/8" hex hold-down bolt
(typ. for 2)

2. Gravel base
3. 2" x 2" x 1/2" concrete pad

4. 2" x 2" x 1/2" concrete pad
5. 2" x 2" x 1/2" concrete pad
6. 2" x 2" x 1/2" concrete pad
7. 2" x 2" x 1/2" concrete pad



UNIVERSITY OF CALIFORNIA
DAVIS

8. 2" x 2" x 1/2" concrete pad
9. 2" x 2" x 1/2" concrete pad
10. 2" x 2" x 1/2" concrete pad
11. 2" x 2" x 1/2" concrete pad