

**AMENDMENT TO ANNEXATION AGREEMENT DATED NOVEMBER 1, 2017 BY  
AND BETWEEN THE VILLAGE OF ROMEOVILLE, AN ILLINOIS MUNICIPAL  
CORPORATION, AND NATURAL GAS PIPELINE COMPANY OF AMERICA, LLC  
("AMENDMENT")**

**WITNESSETH:**

WHEREAS, the Village of Romeoville, an Illinois municipal corporation located in Will County, Illinois ("Village") and Natural Gas Pipeline Company of America LLC, a Delaware limited liability company ("Natural") entered into a certain agreement recorded as Document No. R2017094418 with the Will County Recorder's Office (the "Annexation Agreement") for the annexation of the real property owned by Natural and described in Exhibit A hereto (the "Territory"), all pursuant to the terms and conditions set forth more fully in the Annexation Agreement; and

WHEREAS, the Corporate Authorities of the Village have received and reviewed a proposed amendment to an annexation agreement in substance and form substantially the same as this Amendment, and on September 3, 2025, conducted a public hearing in accordance with the requirements of Section 5/11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3) to consider the approval and execution of this Third Amendment; and

WHEREAS, after due and careful consideration, the Corporate Authorities of the Village have concluded that the approval and execution of this Amendment will further the growth of the Village, promote the orderly and sound development of the Territory, increase the taxable value of the property within the Village, and otherwise enhance and promote the general welfare of the Village and its residents; and

WHEREAS, the Village intends and desires that, except as otherwise specifically set forth in this Amendment, the terms and conditions of the Annexation Agreement shall remain in full force and effect in accordance with their terms and applicable law.

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Village and Natural agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Third Amendment as if fully set forth herein.

2. Amendment to Section 9.A. of the Agreement. The provisions of the existing Section 9.A of the Agreement shall hereby be amended to read as set forth below, and the Exhibits B and C as referenced in the said existing Section 9.A of the Agreement shall hereby be amended and replaced by Exhibits B-1, B-2, C-1 and C-2, as hereinafter referenced below:

A. Recreational Pathways and Vehicular Crossings. Village and Natural acknowledge that Village has, prior to the date of the Agreement, advised Natural that the Village desires and is proposing to construct certain recreational pathways ("Recreational Pathways") on a portion of the Parcels, and to construct a vehicular crossing ("Vehicular Crossing") over a portion of the Parcels. The portion of the Parcels on which the Village proposes to construct the Recreational Pathways

is depicted in Exhibits B-1 and B-2, copies of which are attached hereto and incorporated herein by this reference, and the portion of the Parcels on which the Village proposes to construct the Vehicular Crossings is depicted in Exhibits C-1 and C-2, copies of which are attached hereto and incorporated herein by this reference. Subject to the Village's obligations under this Agreement, including but not limited to the Village's indemnity obligations under Section 18 of this Agreement, Natural agrees that it shall, upon receipt of such submittals from the Village, its agents or contractors as Natural may require, which submittals shall reflect compliance with Natural's generally applicable standards pertaining to the construction of improvements upon the surface of the Parcels, issue to the Village, its agents or contractors such permits or approvals as may be required from Natural to (i) permit the Village, its agents or contractors to cause the construction of the Recreational Pathways contemplated herein and to permit the Village, its agents or contractors to cause the construction of the Vehicular Crossing, and (ii) to permit the Village and the general public to use the Recreational Pathways, once constructed, for recreational purposes, and to permit the Village and the general public to use the Vehicular Crossing, once constructed, for purposes of permitting vehicular traffic over the relevant portion of the Parcels to and from properties adjacent thereto owned by third parties to this Agreement. Village and Natural further acknowledge that the Village may in the future request Natural to approve the construction of further recreational pathways and vehicular crossings other than the Recreational Pathways and the Vehicular Crossings depicted in Exhibits B-1, B-2, C-1 and C-2, and that Natural shall receive, review and process such requests in good faith and in accordance with the standards set forth in this Section 9.A.

3. Amendment to Section 9.B of the Agreement. The provisions of the existing Section 9.B of the Agreement shall hereby be amended to read as set forth below, and the Exhibit D as referenced in the said existing Section 9.B of the Agreement shall hereby be amended and replaced by Exhibits D-1 and D-2, as hereinafter referenced below:

B. Utility Crossings. Village and Natural acknowledge that Village has, prior to the date of this Agreement, advised Natural that the Village desires and is proposing to construct certain public utility lines or mains of the Village for sanitary sewer and potable water service across and within portions of the Parcels, and beneath the surface thereof ("Utility Crossings"). The portions of the Parcels on which the Village proposes to construct the Utility Crossings are depicted in Exhibits D-1 and D-2, copies of which are attached hereto and incorporated herein by this reference. Village and Natural also acknowledge that Exhibits D-1 and D-2 also depict the location of Village utilities that have been installed prior to the date of the Agreement, certain of which cross the Parcels pursuant to agreements or permits predating or otherwise unrelated to the Agreement. Subject to the Village's obligations under this Agreement, including but not limited to the Village's indemnity obligations under Section 18 of this Agreement, Natural agrees that it shall, upon receipt of such submittals from the Village, its agents or contractors as Natural may require, which submittals shall reflect compliance with Natural's generally applicable standards pertaining to the construction of improvements across, within and beneath the surface of the Parcels, issue to the Village, its agents or contractors such permits or approvals as may be required from Natural to (i) permit the Village, its agents or contractors to cause the construction of the Utility Crossings, and (ii) to permit the Village to use the Utility Crossings, once constructed, for the purpose of providing public utility services consisting of potable water and sanitary sewer services. Village and Natural further acknowledge that the Village may in the future request Natural to approve the construction of further sanitary sewer and potable water lines or mains other

than the Utility Crossings depicted in Exhibits D-1 and D-2, and that Natural shall receive, review and process such requests in good faith and in accordance with the standards set forth in this Section 9.B.

4. Miscellaneous Provisions and Requirements.

A. Conflicts with Annexation Agreement or Amendment. The terms and provisions of this Amendment shall supersede and control over any contrary or conflicting terms, conditions or provisions of any articles of the Annexation Agreement, but all other terms, conditions and provision of the Annexation Agreement 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 Amendment.

B. Terms in Annexation Agreement; Terms in Amendment, Exhibit References. Except as specifically provided in this Amendment, any term used and defined in the Annexation Agreement and also used or referred to in this Amendment shall have the same meaning in this Amendment as set forth in the Annexation Agreement. Any exhibits referenced in provisions of the text of the Annexation Agreement which have been stricken and replaced by the provisions of this Amendment shall be deemed to be stricken from the Annexation Agreement as amended by this Amendment.

C. Integration. This Amendment and the Annexation Agreement set forth all agreements, understandings, and covenants between the Village and the Owner and with respect to the annexation and development of the Territory, and, taken together, this Amendment and the Annexation Agreement supersede all other written or oral agreements, understandings or negotiations, and represent the entire agreement of the Village and Natural with respect to the annexation and development of the Territory.

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

“Village”

“Natural”

VILLAGE OF ROMEOVILLE  
an Illinois municipal corporation

NATURAL GAS PIPELINE COMPANY OF  
AMERICA, LLC, a Delaware limited liability  
company

By:

By:

\_\_\_\_\_  
John D. Noak  
Village President

ATTEST:

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Olivia Blomberg  
Deputy Village Clerk

