

**Confidential Supplemental Agreement at Virgil Forest Preserve**

This Confidential **Supplemental Agreement** (“**Supplemental Agreement**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **The Forest Preserve District of Kane County**, whose address is 1996 S KIRK RD STE 320, Geneva, IL 60134, whether one or more, and their heirs, successors and assigns (the “**Landowner**”), and **ANR Pipeline Company**, a Delaware corporation, and its successors and assigns (“**ANR**”), with an address of **700 Louisiana Street, Suite 1300, Houston, Texas 77002**.

**WHEREAS, Landowner and ANR entered into that certain Easement and Right of Way Agreement at Virgil Forest Preserve (the “Agreement”);**

**WHEREAS, Landowner and ANR** desire to memorialize certain independent and collateral covenants related to the Agreement in this Supplemental Agreement; and

**WHEREAS,** the Construction Work Area (“**CWA**”) is defined as the entirety of the Workspaces referenced to and defined in the Agreement, including all Temporary, Permanent, and Staging Workspaces in addition to Access Roads more particularly described and defined in Exhibit A.

**NOW THEREFORE,** in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Landowner and **ANR** do hereby agree as follows:

1. **State and Federal Mitigation Requirements.** **ANR** shall follow the construction procedures and mitigation measures on agricultural land identified by FERC in any FERC assessment, authorization, or approval. **ANR** has developed an ***Illinois Agricultural Impact Mitigation Plan***, attached to as Exhibit “A”. This plan has been developed to prescribe best management practices to minimize or mitigate impacts on agricultural land that may occur due to pipeline construction. **ANR** may implement measures in a state-specific plan that are not inconsistent with the construction procedures and mitigation measures identified by FERC.

2. **Miscellaneous.** The terms of the Agreement are incorporated herein by reference and in the event of any conflict between the Agreement and this **Supplemental Agreement**, the terms of this **Supplemental Agreement** shall govern and control. Except for purposes of the construction and enforcement of this **Supplemental Agreement**, the terms and conditions of the Agreement shall remain unmodified. The Agreement, together with this **Supplemental Agreement**, constitutes the entire agreement between **Landowner** and **ANR** with respect to the

subject matter hereof, and shall inure to the benefit of and be binding on the **Landowner's** heirs, successors and assigns and **ANR's** successors and assigns.

3. **Pre-construction assessments.** Prior to the start of construction, **ANR** may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. **ANR** agrees to provide advance notice of its intention to conduct pre-construction assessments and **Landowner** agrees to permit the access needed.

4. **Compensation.** Upon execution of this Confidential Supplemental Agreement and the Agreements, and the Landowner Release and Payment Summary, **ANR** shall pay Landowner a sum of **Seven Hundred Seventy Two Thousand Nine Hundred Forty Seven Dollars and 80/100 (\$772,947.80)** as the total compensation for (i) acquiring the Right Of Way (ii) pre-paid damages, including but not limited to timber damages, and (iii) temporary workspace, which shall be paid to Landowners within ninety (90) days of execution of this Confidential Supplemental Agreement.

5. **De-Watering.** In the event water pumping from ditch lines becomes necessary, **ANR** may place, at its sole discretion, any appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the **CWA**, as defined in the Agreement. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event **ANR's** de-watering activities create the need for restoration to **Landowner's** land, crops, pasture, etc., **ANR** will provide **Landowner** reasonable compensation to restore such disturbed areas to their pre-construction condition as is nearly practicable.

6. **No-Obstruction.** **ANR** acknowledges and agrees that it shall not unreasonably obstruct Landowner's farm access on the Property nor allow its contractors, agents or employees to unreasonably obstruct the access thereto. **ANR** agrees that its project management staff will remind its project staff of such prohibition and will promptly cause any offending vehicle or equipment to be moved.

7. **General Crossings.** During construction and any subsequent alterations, repair, maintenance, or replacement of the pipeline(s), **ANR** agrees that it shall provide crossings over the **CWA** as may be reasonably practicable so as to permit Landowner, its tenants, livestock, equipment and vehicles the ability to cross such **CWA**.

8. **Landowner's Crossing of Easements.** During construction and any subsequent altering, repairing, removing or replacing of **ANR's** pipeline or the facilities, **ANR** agrees that if requested by Landowner, it will leave earthen plug(s) in the ditch line or otherwise provide

crossings along the ditch line as reasonably sufficient to permit Landowner, Landowner's tenants and/or livestock and/or equipment, to cross over the ditch at reasonable intervals.

9. **Restricted Ingress and Egress.** Ingress and egress to the Property shall be limited to the CWA unless specifically permitted by Landowner or in the event of an emergency.

10. **Notification.** Except in emergency conditions, ANR shall attempt to provide a minimum of 120 hours' notice prior to the entry upon Landowner's Property for construction activities. Acknowledgement of receipt of notice is not necessary prior to the entry upon Landowner's Property. To avoid payment of Agricultural Crop Loss, ANR will notify Landowner (8) months prior to planned construction to allow for removal of Agricultural Leases within the CWA. Failure to notify (8) months prior will require additional damages for Crop Loss in accordance with the 'Mitigation Agreement'.

11. **Time Frame/Schedule.** ANR currently anticipates initial project activities to begin in **Q3-Q4, 2026** with construction tentatively scheduled for **Q1-Q2, 2027** and additional reclamation needs throughout **2028**. This time frame may be changed at ANR's discretion. Notification of the final completion shall be communicated to Landowner by an ANR representative upon the project's completion of all of ANR's activities.

12. **Future Restoration.** Grantee agrees to adhere to the Soil Restoration Plan as outlined in Exhibit "B" for any future projects resulting in size change, removal or replacement of the pipeline relating to the Permanent Easement and Right of Way granted in the "Agreement". For standard operation and maintenance program needs, all activities will be in compliance with ANR's current internal standards at the time.

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**IN WITNESS WHEREOF**, intending to be legally bound hereby, the undersigned have duly executed this **Supplemental Agreement** as of the date set forth above.

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

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

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

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

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Forest Preserve District of Kane County**

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

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

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

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

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

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

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

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

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

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

## **EXHIBIT A**

### **Illinois Agricultural Impact Mitigation Plan: April 2025**

**EXHIBIT “B”**  
**To Confidential Supplemental Agreement**  
**Future Restoration Plan**

The term Grantor herein shall refer to the Landowner and the term Grantee herein shall refer to ANR and each party’s successors and assigns. Such terms may be used interchangeably. The mitigative actions (“Mitigative Actions”) specified in Paragraphs 1 through 13 of this Exhibit “B” will be implemented in accordance with the conditions listed below in Paragraphs A through F.

- A. All Mitigative Actions included in this Exhibit “B”, unless otherwise specified, will be implemented within 45 days of completion of and construction and activities on Grantor’s Property, weather and Grantor permitting. Temporary repairs will be made by Grantee during the construction process as needed to minimize the risk of additional damage that may result from an extended construction time period.
- B. Grantee will implement the Mitigative Actions included in this Exhibit “B” to the extent that they do not conflict with the requirements of any applicable federal, state and local rules.
- C. If any provision of this Exhibit “B” is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of this Exhibit “A” shall be interpreted as if it did not contain the unenforceable provision.
- D. **Restoration of Agricultural/Prime Farm Land.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense for crop loss and restoration.
- E. **Restoration of Turf Areas.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Seeding Mixtures: Seed for turf restoration shall be Class 1 (Lawn Mixture) and Class 4 (Native Grass) mixtures or Owner approved alternate.
- F. **Restoration and Seeding of Restored Prairie.** Disturbances, repairs and restoration outside of the initial construction will be at ANR or successor’s expense and ANR or successor will restore the area using the Mesic Prairie Seed Mix – **Appendix C**; or Owner approved alternate.

**DEFINITIONS**

When used herein:

“Agricultural Land” means land used for cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag. related facilities, feedlots, livestock

confinement systems, land on which farm buildings are located, and land in government set-aside programs.

“Cropland” means land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland but is currently in a government set-aside program.

“Pipeline” means and includes any pipelines installed, maintained or repaired pursuant to the terms of the Agreement and any pipe cross section in accordance with approved engineering plans and its related appurtenances and associated facilities, to be certificated for construction and operation in accordance with the Grant.

“Prime Farmland” means Agricultural Land comprised of soils which are defined by the USDA Natural Resources Conservation Service as being “Prime” soils (generally considered the most productive soils with the least input of nutrients and management).

“Restored Prairie” means and includes land that has been intentionally restored or is in the process of being restored to its pre-agricultural condition.

“Right-of-Way” means and includes the permanent easement conveyed to Grantee by Grantor.

“Turf Area” means and includes land that has been intentionally converted to a short grass surface.

1. Pipe Depth.

- a) Except for above-ground piping facilities, the Pipeline(s) will be buried with:
  - (1) a minimum of 2 feet of top cover where it crosses Cropland or pastureland comprised of Prime Farmland,
  - (2) with a minimum of 2 feet of top cover where it crosses wooded brushy land, and
  - (3) any above ground equipment shall be set at finished grade.
- b) Except as otherwise provided herein, in no instance will Grantee allow the amount of top cover over the Pipeline(s) to be less than 18 inches as a result of natural erosion.

2. Topsoil Replacement.

- a) The topsoil will be removed to a depth of thirty-six inches (36") or the actual topsoil depth, whichever is less, in the ditch line or trenched area. All other workspace areas, whether temporary or permanent, shall be stripped of no more than twelve inches (12"). Topsoil shall be piled and stored separately



from all other soils and be retained in a condition for replacement to the area or areas from which it was removed. In no event shall any topsoil be removed from Grantor's Property.

- b) All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile.
- c) In backfilling the trench, the stockpiled subsoil material will be placed back into the trench first unless civil engineering requires stone bedding.
- d) After replacement of the subsoil and topsoil, the surface of the topsoil shall be mounded or "crowned" so that, after any period of settling, the surface shall be level and at the same grade as the surrounding and adjacent grade and topsoil levels. Any excess topsoil not used to cover the trench area as stated above shall be spread on the surface of Grantor's Property in accordance with Grantor's reasonable instructions.

3. Repair of Damaged Tile Lines.

- a) Prior to construction, Grantee will request details of the location of drain tiles from Grantor. Grantee shall record the GPS location of all identified drain tile lines, including those identified by Grantor and those identified or damaged and repaired during construction or other phases of the Project. Grantee shall also mark the physical locations of the identified drain tile lines with stakes or flags prior to construction to alert construction crews of their presence. Markers identifying drain tile locations are to remain in place until restoration is complete or the tile lines are repaired.
- b) If a drain tile is damaged or severed during construction, it will be repaired to ensure it functions properly at the point of repair and maintains long-term usability. Temporary repairs using solid tubing may be installed to allow for continued drainage during construction, or a permanent repair may be made immediately.
- c) Prior to backfilling, the drain tile will be temporarily or permanently repaired, as the backfill schedule allows. Permanent repair will occur as soon as possible, based weather, soil conditions, and drain tile contractor availability permitting.
- d) If water is flowing through the damaged tile line, Grantee shall use best efforts to immediately temporarily repair the damaged tile until such time that permanent repairs can be made by a local, licensed, contractor. If the damaged drain tile-lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made within 30 days of the time damage occurred or before the next forecasted rain event, whichever is sooner. These exposed tile lines shall be screened or otherwise protected to prevent

the entry of foreign materials, small mammals, etc. into the tile lines until permanent repairs are made.

- e) All permanent drain-tile line repairs will be made within 30 days of the pipeline being laid in the trench on Grantor's property, weather, soil conditions, and drain tile contractor availability permitting. Grantee shall notify the landowner in writing if permanent repairs to drain tiles are expected to deviate from the 30 days. Alternatively, Grantee may compensate Grantor to complete the permanent repair themselves or with their preferred drain-tile contractor.
- f) Before completing permanent drain-tile repairs, all tile lines shall be probed or examined by other suitable means on both sides of the trench for their entire length within any work areas to check for tile that might have been damaged by vehicular traffic or construction equipment. If tile lines are found to be damaged, they will be repaired so they operate as well after construction as before the construction began.
- g) Following completion of the Project, Grantee shall be responsible for correcting all drain-tile line repairs that fail due to pipeline construction, provided those repairs were made by Grantee. Grantee will not be responsible for tile line repairs that Grantor pays Grantor to perform.
- h) If there is a concern for damages to the drain tile as a result of equipment and vehicle traffic along temporary access roads, weight dispersion equipment and/or material such as mats should be used.

#### 4. Rock Removal.

- a) The Pipeline trench, bore holes, or other excavations above the pipe may be backfilled with soil containing rocks that do not exceed, in concentration or size, that which existed prior to the Pipeline's construction; provided, however, that Grantee shall remove all rocks in excess of three inches (3") in diameter prior to backfilling and replacing the topsoil. Grantee shall at least annually remove any additional rocks in excess of three inches (3") in diameter which work their way to the surface for a period of one (1) year following the completion of the Pipeline.
- b) In areas of consolidated rock formations, suitable precautions will be taken to minimize the potential for blast rock to become interspersed with the soil material to be backfilled into the trench. Any rocks in excess of three inches (3") in diameter which become interspersed with soil material shall be removed by Grantee.
- c) Rocks and/or surplus subsoil not used to backfill the Pipeline trench, bore holes, or other excavations will be hauled off Grantor's Property.

5. Removal of Construction Debris. All surplus material, equipment skids, trash, litter and miscellaneous debris from the construction activity will be removed and properly disposed of during final cleanup and restoration.

6. Compaction, Rutting, Fertilization, Liming.

- a) Grantee shall chisel, disk or till with other appropriate equipment all Cropland traversed by construction equipment to a depth of 18 inches or actual topsoil depth, whichever is less, and all other land traversed by construction equipment to a depth of 12 inches. At least two (2) passes will be made over all lands to be chiseled, disked or tilled as described above. In areas where topsoil has been segregated over the work area and traversed by construction equipment passage, the subsoil will be plowed before replacing the segregated topsoil.
- b) All rutted land damaged by Pipeline construction will be restored to pre-construction contour as near as practicable.

7. Land Leveling.

- a) Following the completion of the Pipeline, Grantee will restore any Right-of-Way to its pre-construction elevation and contour as near as practicable should uneven settling occur or surface drainage problems develop at any time within one (1) year after completion of work due to settling or inaccurate land leveling following the Pipeline's construction.
- b) Grantee will provide Grantor with a telephone number and address which may be used to alert Grantee of the need to perform additional land leveling services.
- c) Grantee will provide such land leveling services within 45 days of receipt by Grantee of Grantor's written notice, subject to weather conditions, and Grantee's contractor availability..

8. Prevention of Soil Erosion. Subject to permit conditions, Grantee will implement a reasonable method to control erosion in accordance with Grantor or the appropriate county soil and water conservation district, if Grantor so requests.

9. Repair of Damaged Soil Conservation Practices. All soil conservation practices (such as terraces, grassed waterways, trees, etc.) which are damaged by the Pipeline's construction will be restored to at least their pre-construction condition as near as practicable.

10. Damages to Private Property. Grantee will pay for any damages occurring on Grantor's Property caused by the construction, maintenance, operation, inspection, repair, replacement, or removal of the Pipeline.

11. Advance Notice of Access to Private Property. Grantee intends to provide Grantor or their designated representative or tenant with a minimum of 48 hours prior written notice before accessing Grantor's Property for the purpose of commencing the construction of the Pipeline.

12. Crop Damage. Grantee acknowledges that Grantor has directed tenant farmer to farm the Grantor's Parcel and the Property. The parties agree that any crop damage incurred by the tenant farmer shall be compensated as set forth in the Agreement.

13. Applicability. The terms of this Exhibit "B" shall apply to all of Grantor's Property utilized or impacted by the activities of the Grantee, including but not limited to the Right of Way, Temporary Workspace, Additional Temporary Workspace, Staging Area, Temporary Access Road and the Temporary Easement Area, all as those terms are defined in the Agreement.

Appendix C:  
Mesic Prairie Seed Mix

| Mesic Prairie Seed Mix |                                     |                              |                       |
|------------------------|-------------------------------------|------------------------------|-----------------------|
| Type                   | Species                             | Common Name                  | Seeding Rate (lbs/ac) |
| Forbs                  | <i>Asclepias tuberosa</i>           | Butterfly Weed               | 0.350                 |
|                        | <i>Astragalus canadensis</i>        | Canadian Milk Vetch          | 0.250                 |
|                        | <i>Baptisia leucantha</i>           | White Wild Indigo            | 0.250                 |
|                        | <i>Cassia fasciculata</i>           | Partridge Pea                | 0.250                 |
|                        | <i>Coreopsis lanceolata</i>         | Sand Coreopsis               | 0.250                 |
|                        | <i>Coreopsis palmata</i>            | Prairie Coreopsis            | 0.250                 |
|                        | <i>Coreopsis tripteris</i>          | Tall Coreopsis               | 0.250                 |
|                        | <i>Dalea candida</i>                | White Prairie Clover         | 0.125                 |
|                        | <i>Dalea purpurea</i>               | Purple Prairie Clover        | 0.125                 |
|                        | <i>Echinacea pallida</i>            | Purple Coneflower            | 0.125                 |
|                        | <i>Echinacea purpurea</i>           | Broad-leaved Pur. Coneflower | 0.500                 |
|                        | <i>Eryngium yuccifolium</i>         | Rattlesnake Master           | 0.250                 |
|                        | <i>Helioopsis helianthoides</i>     | False Sunflower              | 0.125                 |
|                        | <i>Monarda fistulosa</i>            | Wild Bergamot                | 0.125                 |
|                        | <i>Lespedeza capitata</i>           | Round-headed Bush Clover     | 0.125                 |
|                        | <i>Oligoneuron rigidum</i>          | Stiff Goldenrod              | 0.125                 |
|                        | <i>Parthenium integrifolium</i>     | Wild Quinine                 | 0.125                 |
|                        | <i>Penstemon digitalis</i>          | Foxglove Beard Tongue        | 0.250                 |
|                        | <i>Ratibida pinnata</i>             | Yellow Coneflower            | 0.350                 |
|                        | <i>Rudbeckia hirta</i>              | Black-eyed Susan             | 0.250                 |
|                        | <i>Rudbeckia subtomentosa</i>       | Sweet Black-eyed Susan       | 0.125                 |
|                        | <i>Silphium integrifolium</i>       | Rosin Weed                   | 0.125                 |
|                        | <i>Silphium laciniatum</i>          | Compass Plant                | 0.250                 |
|                        | <i>Silphium terbinthinaceum</i>     | Prairie Dock                 | 0.250                 |
|                        | <i>Symphyotrichum laevis</i>        | Smooth Blue Aster            | 0.250                 |
|                        | <i>Symphyotrichum novae-angliae</i> | New England Aster            | 0.250                 |
|                        | <i>Verbena stricta</i>              | Hoary Vervain                | 0.125                 |
|                        | <i>Vernonia fasciculata</i>         | Common Iron Weed             | 0.125                 |
|                        | <i>Zizia aurea</i>                  | Golden Alexanders            | 0.250                 |
|                        |                                     | sub total                    | 6.200                 |
| Grasses                | <i>Bouteloua curtipendula</i>       | Side-oats Grama              | 8.000                 |
|                        | <i>Elymus canadensis</i>            | Canada wild rye              | 3.000                 |
|                        | <i>Panicum virgatum</i>             | Switch Grass                 | 1.000                 |
|                        | <i>Schizachyrium scoparium</i>      | Little Bluestem              | 8.000                 |
|                        | <i>Sporobolus herterolepis</i>      | Prairie Dropseed             | 0.250                 |
|                        |                                     | sub total                    | 20.250                |
|                        |                                     | Total Permanent Species:     | 26.450                |
| Cover                  | <i>Avena sativa</i>                 | Seed Oats                    | 32.000                |