Executive & Legislation Committee
Thursday May 22, 2025
5:00 PM, 2nd Floor, Joseph G Cannon Building

AGENDA

1. Call to Order and Roll Call

2. Adoption/Amendments to the Agenda

3. Approval of Minutes – April 9, 2025

4. Audience Comments

5. Nexamp/Ridge Farm Renewables – consider, discuss and vote on Decommissioning Agreement
   Documents: (1) Resolution approving Decommissioning Agreement; and (2) Draft Decommissioning Agreement

6. Nexamp/Ridge Farm Renewables – consider, discuss and vote on issuance of Building Permit
   Documents: (1) Resolution approving Building Permit which includes Exhibit A (Building Permit Checklist).
   - Note – there are a few items we're waiting on from the developer prior to issuance of the building permit but we anticipate receiving those documents in the near term, some before 5/22

7. CVE Ridge Farm 324 Solar -- consider, discuss and vote on Road Use Agreement
   Documents: (1) Resolution approving Road Use Agreement; and (2) Draft Road Use Agreement

8. CVE Ridge Farm 324 Solar – consider, discuss and vote on Decommissioning Agreement
   Documents: (1) Resolution approving Decommissioning Agreement; (2) Draft Decommissioning Agreement, and (3) Decommissioning Plan

9. Executive Sessions:
   A Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity.
   B Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.
   C Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (6) The setting of a price for sale or lease of property owned by the public body.
   D Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

10. Items of Information

11. Adjournment

Special Executive/Legislation Committee
Wednesday April 9, 2025
Joseph G. Cannon Building, 2nd Floor, 5:00 PM

MINUTES

Agenda Item 1 - Call to Order and Roll Call

Chairman Steve Miller called the meeting to order at 5:00 PM. Upon the call of roll, the following members were present: Steve Miller, Vice Chairman Tim McFadden, Jerry Hawker, Mark Steinbaugh, Lon Henderson and Nancy O'Kane. Britny Hoag, Jim McMahon, and Greg Shepard were excused. 6 Present 3 Absent. Also attending the meeting were: (via telephone) Andrew Key- Heyl, Royster, Voelker, & Allen, P.C., Nate Byram - Vermilion County Supervisor of Assessments, and Jennifer Jenkins - County Board Office Manager.

Agenda Item 2 - Adoption/Amendment to the Agenda

Motion by Steinbaugh, seconded by Henderson to approve the agenda. Motion passed by acclamation.

Agenda Item 3 - Approval of Minutes from January 9, 2025

Steinbaugh moved, seconded by O'Kane, to approve the January 9, 2025 minutes. Motion passed by acclamation.

Agenda Item 4 - Audience Comments

Byram indicated that he had a concern with the solar ordinance and how it is being followed, or possibly not followed. He explained that it is his understanding that the ordinance may have been passed after one or more of the existing wind/solar farms had already been under construction. Therefore, they may not have known their obligation under the ordinance. Specifically, the Ameresco solar farm that is located at the old General Motors property. He further explained that they have this property on the books at 2 megawatts. The way these properties are assessed is by the megawatts. The State has a formula and for example, in 2024 it was $218,000 fair market value per megawatt. On this vendors website it states it is actually 2.65 megawatt. Furthermore, once completed it will be 3.5. That would result in a difference of around $300,000. He went on to explain that the County ordinance requires them to file an annual report on the solar farm and that has not been done on any of the 3 existing farms that are currently operating in the County. Byram has completed a FOIA with the Illinois Department of Agriculture that regulates the solar farms. There was nothing in their records stating the megawatts for these farms. Keyt advised that the annual reporting is in the County ordinance however, these facilities was before he became involved. He also added that these could be regulated by a city's ordinance, not county. It would of course, still be taxed however, the particular city's ordinance would apply to that when it comes to an annual report. We could however work with them to see that we could properly assess them.

Agenda Item 5 – Discussion and Possible Action on Siting Permit Application of Pivot Energy IL 6 LLC to Construct and Operate a Commercial Solar Energy Facility Approximating 14.9 Acres and 3.375-Megawatts, Generally Located at the Intersection of County Road 750 N and Catlin Indianola Road in Vermilion County in Carroll Township. The Wind and Solar Committee Previously Heard Evidence Related to the Totality of the Petition on November 22, 2024. On January 14, 2025, the Vermilion County Remanded this Petition to the Wind and Solar Committee for Further Evidence on Specific Issues. The Wind & Solar Committee Heard Further Evidence Regarding Safety Impacts Related to Nearby Mine Shaft and Water Aquifers on 3/17/2025

Keyt informed the committee that this project that went before the County Board at the beginning of the year. The County Board had concerns about a coal mine either adjacent or on the property. Therefore, the County Board sent it back to the Wind/Solar committee for further information specifically to the safety issues regarding the coal mine and aquifers. Whenever it goes back to a committee it is strictly for those specific issues. The developer brought a written report. This is within the findings and facts report. It is on page 11 of 14. The developer had two experts come and testified that, in their opinion, there were no safety issues with the mine shafts. There is a mine shaft located on the adjacent property and also a mine shaft on the parcel that was abandoned back in the 1940's. The experts advised that if there were a subsidence that were to occur, it would have already happened. Keyt also added that the wind/solar company will have to get mine insurance according to the county ordinance.
Motion by Henderson, second by Steinbaugh to approve the siting permit as a recommendation to the full County Board. Upon the roll of call the following voted yes to wit; McFadden, Hawker, Steinbaugh, Henderson, and O'Kane. Miller abstained. 5 yes 1 abstention 3 absent.

Agenda Item 6 – Discussion and Possible Action on Siting Permit Application of 4200 North Solar 1 LLC to Construct and Operate a Commercial Solar Energy Facility Appoximating 17.53 Acres and 3.0-Megawatts, Generally Located on E 4200 North Road in Vermilion County in Butler Township

Keyt explained that this is a 3 megawatt project that is located in Butler township. The least parcel is around 72 acres. The developer provided a comprehensive overview of their project. There were not any concerns that were noted by the committee. Keyt explained that there weren't any special conditions noted by the committee. The committee did recommend approval subject to conditions for the project. The conditions themselves are generally standard as with other projects. Their vegetation screening and management plan will have to go back to the County Board for approval prior to getting a building permit. Their decommissioning and security they were agreeable to a 3% escalator related for each year. There were no specific issues other than two. The first being condition #25 regarding a gas line that kind of cuts across the property. The project itself does not encroach into the gas line easement area. The wind/solar committee wanted to do is before they get a building permit they would have to provide the application including the site plan to the natural gas pipeline owner to determine if special construction is necessary. So before getting a building permit they would need a sign off from the natural gas pipeline owner. Motion by Henderson, second by Steinbaugh to approve the siting permit for recommendation to the County Board. Upon the roll of call the following voted yes to wit; Miller, McFadden, Hawker, Steinbaugh, Henderson, and O'Kane. 6 yes 3 absent.

Agenda Item 7 – Resolution RE: Township Consolidation Opposition

Miller advised the committee that this was brought on to the agenda by request of County Board member, Joe Eakle. He further explained that there is currently some legislative activity going on in Springfield regarding the consolidation of townships. Miller's concern is the impact this could have on the County. This would be very costly. Steinbaugh advised that he has read that one of the bills had a number involved with townships with less than 5000 in population. Miller advised he was thinking there were probably for that this would include. Grant, Newell, Danville, and Georgetown. He also added that this would be a tremendous task for our Highway Department to take on these townships.
Motion by Hawker, second by O'Kane to approve the resolution. Upon the roll of call the following voted yes to wit; Miller, McFadden, Hawker, Steinbaugh, Henderson, and O'Kane. 6 yes 3 absent.

Agenda Item 8 – Executive Session

None needed

Agenda Item 9 - Items of Information

Miller advised that the blighted structure agreement already went to the Finance committee after the actual agreement was completed. These funds will be paid out of ARPA expenses. He will also advise the full County Board of this. Hawker also advised that we are not handing money over but allowing them to provide the expenses to the Financial Director.

Agenda Item 10- Adjournment

Motion by Steinbaugh, seconded by Hawker to adjourn the meeting. Meeting adjourned at 5:56 P.M.

Minutes by: Jennifer Jenkins, County Board Office Manager

Vermilion County, Illinois

Resolution No. _____

Resolution Approving Decommissioning Agreement with Ridge Farm Renewables, LLC

WHEREAS, Woodyard Solar, LLC was approved for the construction and operation for a Commercial Solar Energy Facility pursuant to Ordinance 24-0515 ("Ordinance");

WHEREAS, the Ordinance approving the Commercial Solar Energy Facility included conditions requiring a Decommissioning Agreement to be approved by the County Board;

WHEREAS, the developer and county counsel have negotiated terms for a Decommissioning Agreement, and counsel has recommended approval of same, attached hereto as Exhibit A, as the proposed Decommissioning Agreement; and

WHEREAS, the County has reviewed and approves the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Vermilion County Board that the attached Decommissioning Agreement (Ex. A) is approved.

PRESENTED, APPROVED, and ADOPTED by the County Board of Vermilion County, Illinois this June 10, 2025.

PRESENT _____AYES_____ NAYS_____ ABSTAIN_____

_____

Chair, Vermilion County Board

ATTEST:

_____

Clerk of the County Board

EXHIBIT A

DECOMMISSIONING AGREEMENT

VERMILION COUNTY, ILLINOIS

DECOMMISSIONING AGREEMENT

RIDGE FARM RENEWABLES, LLC

THIS DECOMMISSIONING AGREEMENT ("Agreement"), dated as of _____ ____, 2025 ("Effective Date"), together with the Decommissioning Plan attached as Exhibit A (the "Decommissioning Plan") is entered into by and between Ridge Farm Renewables, LLC, a subsidiary of Nexamp, Inc. (individually "Company") and Vermilion County, Illinois, a body politic in the State of Illinois (the "County"). County and Company may each be referred to herein individually as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, Company is constructing and plans to operate a solar project, commonly referred to as Ridge Farm Renewables, LLC, to be located on privately owned agricultural land and consisting of assets which will include, but not be limited to ground mounted solar arrays, supporting facilities, perimeter security fencing, and vegetation buffer (the "Solar Project") and shall comply with the County's Zoning Ordinance as may be amended from time to time (collectively, the "Code");

WHEREAS, the Solar Project will be located on property owned by private landowners within the County (collectively, the "Property"), upon parcel 32-36-100-011;

WHEREAS, Company is required to provide financial security to address the cost of decommissioning to be held by and in favor of the County;

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

TERMS AND CONDITIONS

Article I.
DECOMMISSIONING PLAN AND FINANCIAL ASSURANCE

Section 1.1 Decommissioning Plan; Modification. The parties that a Decommissioning Plan, attached as Exhibit A and has been submitted and fully incorporated herein, with respect to the decommissioning of the Solar Project. The Decommissioning Plan is subject to modification and review every 5 years during the life of the Solar Project, beginning from the date the Solar Project reaches its Commercial Operation Date. The Commercial Operation Date shall be deemed the date which the Solar Project begins providing power for sale.

Section 1.2 Financial Assurance; Reevaluation. The initial Decommissioning Plan estimates an amount necessary to decommission the Project and the Project shall provide to the County a "Financial Assurance," as that term is defined in the Agricultural Impact Mitigation Agreement attached as Exhibit B to this Agreement (the "AIMA"), in the amount equal to 100% of the Decommissioning Plan estimate as may be revised from time to time. The Financial

Assurance shall increase yearly by at least 3% per year, compounding each year. The annual 3% increase shall be irrespective of any increases in cost estimate in an agreed upon Decommissioning Plan. For years of operation one (1) thru year five (5), the Financial Assurance shall take the form of a Surety Bond which shall be substantially similar to the form attached hereto as Exhibit C. Prior to beginning of operational year six (6) all Financial Assurances shall take the form of an Irrevocable Letter of Credit, or other Financial Assurance at the sole discretion and approval of the County.

Article II.
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations, Warranties and Covenants of County. The County represents and warrants to Company as follows:

(a) The County has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.

(b) This Agreement has been duly executed and delivered by the County and constitutes the legal, valid and binding obligation of the County.

(c) The execution, delivery, and performance of this Agreement by the County will not violate any applicable law of the State of Illinois.

Section 2.2 Representations, Warranties and Covenants of Company. The Company represents and warrants to the County as follows:

(a) The Company has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.

(b) This Agreement has been duly executed and delivered by Company and constitutes the legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms.

(c) The execution, delivery, and performance of this Agreement by Company will not violate any applicable law of the State of Illinois.

(d) Company agrees that in the event the Financial Assurance is not sufficient to allow for complete Decommissioning of the Solar Project, then the Company shall provide to the County an amount sufficient to cover the full costs of Decommissioning the Solar Project. Company agrees to submit to the jurisdiction of the circuit courts of Vermilion County, Illinois. In the event that the Financial Assurance is insufficient to cover the full costs of Decommissioning, the County shall demand that the Company provide sufficient funds to the County to effectuate complete Decommissioning pursuant to the terms of the AIMA with documentation reflecting the amount necessary to complete decommissioning. Company shall provide funds necessary to effectuate complete Decommissioning within sixty (60) days of receipt of a demand thereof.

Article III.
DEFAULTS

Section 3.1 Events of Default. An "Event of Default" shall exist with respect to this Agreement and the Decommissioning Plan if any of the following shall occur:

(a) Company fails to comply with any material term of the Decommissioning Plan and such failure continues for thirty (30) days after written notice from the County of such failure, or such longer period as may be reasonably necessary (not to exceed 180 days) to complete such cure so long as the Company is diligently and continuously pursuing such cure;

(b) Company fails to comply with any material term of the AIMA, except as otherwise provided in this Agreement, such failure continues for thirty (30) days after written notice from the County of such failure, or such longer period as may be reasonably necessary (not to exceed 180 days) to complete such cure so long as the Company is diligently and continuously pursuing such cure;

Section 3.2 Remedies. If an Event of Default occurs as provided herein and continues beyond any applicable notice and cure period, the County shall have the right to take the following actions, in the order below, for so long as the Event of Default continues:

(a) Impose a fine of One Thousand and 00/100 Dollars ($1,000.00) for each Event of Default; and/or

(b) Take all appropriate actions for decommissioning of the Solar Project, including drawing upon the Financial Assurance for the payment of all costs, expenses and damage of any type incurred in connection with the decommissioning (less any salvage amount), and seeking injunctive relief, if necessary; and/or

(c) Seek reimbursement from the Company for actual decommissioning costs in excess of the Financial Assurance; and/or

(d) File a lien against any real estate owned by the Company for the amount of the excess; and then

(e) Take all steps allowed by law to enforce such lien and/or pursue any other remedy available in law or equity.

Article IV.
MISCELLANEOUS

Section 4.1 No Waiver; Remedies Cumulative. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy shall operate as a waiver thereof. No single or partial exercise by any Party of any such right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy hereunder. The rights, powers and remedies expressly herein provided are cumulative and not exclusive of any rights, powers or remedies available under applicable law.

Section 4.2 Notices. All notices, requests and other communications provided for herein (including any modifications, or waivers or consents under this Agreement) shall be given or made in writing (including by telecopy) delivered to the intended recipient at the address set forth below or, as to any party, at such other address as shall be designated by such party in a notice to the other party. Except as otherwise provided herein, all notices and communications shall be deemed to have been duly given when transmitted by electronic mail with confirmation of receipt received, personally delivered, or in the case of a mailed notice, upon receipt, in each case given or addressed as provided herein.

Company:

Ridge Farm Renewables, LLC
Attn: Nexamp Legal
101 N. Wacker Drive, Suite 200
Chicago, IL 60606

County:

Vermilion County
201 N. Vermilion Street
Danville, IL 62263
Attention: County Clerk

Copy to:

Vermilion County State's Attorney
7 N. Vermilion Street
Danville, IL 61832

Section 4.3 Amendments. This Agreement may be amended, supplemented, modified or waived only by an instrument in writing duly executed by all of the parties hereto.

Section 4.4 Successors and Assigns.

(a) This Agreement may be assigned only upon written consent of the Parties, except Company may, upon notice to County, but without County's consent or approval, assign this Agreement to an affiliate or successor entity, or mortgage, charge, pledge, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement. Notwithstanding anything to the contrary, Company may only assign this Agreement if the assignee agrees and acknowledges in writing that such assignee shall be bound by terms and obligations of this Agreement.

(b) If requested by either Party or an assignee thereof, each Party hereto agrees to provide such further assurances and execute such additional documents as may be reasonably requested by the other Party to give effect to the foregoing assignment.

(c) Any transfer or assignment of this Agreement by Company shall also be subject to Company assigning its rights and obligations under all other agreements and contracts entered into that relate to the Solar Project by and between the Parties to the same assignee to the extent of the assigned rights, interests, and obligations hereunder.

Section 4.5 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the Parties may execute this Agreement by signing any such counterpart. This Agreement constitutes the entire agreement and understanding among the Parties with respect to matters covered by this Agreement and supersede any and all prior agreements and understandings, written or oral, relating to the subject matter hereof. Signatures transmitted electronically by .pdf or facsimile shall be binding for all purposes hereof.

Section 4.6 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by applicable law: (a) the other provisions hereof shall remain in full force and effect in such jurisdiction in order to carry out the intentions of the Parties as nearly as may be possible; and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

Section 4.7 Headings. Headings appearing herein are used solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 4.8 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of law provisions. The Parties agree that any litigation necessary for the enforcement of any provision herein shall be subject to the sole and exclusive jurisdiction of the Circuit Courts of Vermilion County, Illinois and the appellate courts of Illinois.

Section 4.9 No Recourse to Affiliates or Persons. This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

Section 4.10 Estoppel. Either Party hereto, without charge, at any time and from time to time, within five (5) Business Days after receipt of a written request by the other Party, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other Person specified by such requesting Party:

(a) That this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(b) Whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the

knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and

(c) Such other information as may be reasonably requested by a Party hereto.

(d) Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

Section 4.11 Limitation of Liability. Except as otherwise provided in this Agreement or if an express remedy or calculation of liability is provided in this Agreement, neither Party shall be liable for any special, incidental, consequential or punitive damages based on breach of contract, breach of warranty, negligence, tort or any other legal theory.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed in their respective names by their duly authorized representatives and dated their signatures as shown below, to be effective as of the Effective Date.

COMPANY:

RIDGE FARM RENEWABLES, LLC,
a subsidiary of Nexamp, Inc.

By:_____ _____
Date

THE COUNTY:

THE COUNTY OF VERMILION, ILLINOIS

By:_____
Name/Title:_____

ATTEST:

By:_____
Name/Title:_____

Reviewed and approved by:

_____
Name/Title:_____

EXHIBIT A

DECOMMISSIONING PLAN

nexamp

RIDGE FARM RENEWABLES – DECOMMISSIONING PLAN

Ridge Farm Renewables, LLC has prepared this Decommissioning Plan (the "Plan") for a proposed 4.0-megawatt (AC) solar photovoltaic (PV) facility (the "Facility") to be constructed at W. Woodyard Avenue, west of the Village of Ridge Farm, Vermilion County, Illinois 61870 (PIN: 32-36-100-011). The Plan describes the process for decommissioning the Facility in accordance with applicable federal, state, and local requirements. These requirements include the Vermilion County Ordinance No. 24-0515 and the Illinois Department of Agriculture's (IDOA) Standard Agricultural Impact Mitigation Agreement (AIMA), which was executed on November 8, 2023 between Ridge Farm Renewables, LLC and the IDOA. Decommissioning of the Facility shall be completed within twelve (12) months after the end of the useful life of the Facility.

Facility Description

The Facility will consist of a 4.0-megawatt (AC) capacity solar power-generating array secured within an eight-foot fixed knot farm fence surrounding the solar modules and equipment, accessed through a locked 20-foot-wide swing gate on the access road. The driveway will be accessed from W. Woodyard Avenue. The Facility will include the following site features:

- An approximate 25-acre tract of land on which the Facility is located;
- An approximate 13.3-acre area of photovoltaic (PV) modules and mounting system;
- An approximate 18.7-acre area within the fixed knot farm fence;
- Screw or driven piers/piles supporting the PV modules;
- Two (2) transformers (filled with biodegradable mineral oil) and sixteen (16) string inverters;
- An eight (8)-foot fixed knot farm fence;
- Underground conduit and wires within the system area;
- One (1) aboveground utility pole (owned by Ridge Farm Renewables, LLC);
- Overhead and underground wires needed to interconnect to the utility electrical grid;
- A gravel access drive totaling approximately 1,633 feet in length; and
- One (1) metal security gate near the entrance to the array area.

A residential water service serving an adjacent residence crosses the project site. As a part of the project, this water service is being relocated for the benefit of the solar facility. This water service will remain in its realigned location upon facility decommissioning to minimize disruption to the water service.

Decommissioning Plan

The Facility will be decommissioned by completing the following major steps: Dismantlement, Demolition, Disposal or Recycle, and Site Stabilization, as further described below.

Dismantlement, Demolition, and Disposal or Recycle

A significant portion of the components that comprise the Facility will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and PV modules. Due to their re-sale monetary value, these components will be dismantled, disassembled, and recycled rather than being demolished and disposed of. All materials associated with the solar facility shall be removed from the site and legally disposed of or recycled.

Following coordination with the Electric Utility regarding timing and required procedures for disconnecting the Facility from the utility distribution network, all electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is present before proceeding. The electrical connections to the PV modules will be severed at each module, and the modules will then be removed from their framework by cutting or dismantling the connections to the supports. Modules will be removed and sold to a purchaser or recycler. In the event of a total fracture of any modules, the interior materials are silicon-based and are not hazardous. Disposal of these materials at a landfill will be permissible.

The PV mounting system framework (tracking system) will be dismantled and recycled. The metal piles will be removed and recycled. All other associated structures will be demolished and removed from the site for recycling or disposal. This will include the site fence and gates, which will likely be reclaimed or recycled.

The driveway and all gravel areas will be removed. These areas will be restored to their original condition, which includes, ripping, respreading topsoil, and seeding. Concrete slabs will be crushed and disposed of off-site or recycled (reused off-site). Underground cabling at a depth of five (5) feet or less will be removed and recycled or disposed of. Underground cabling installed at a depth greater than five (5) feet may be abandoned in place or removed. For the purposes of this estimate, removal of underground cabling is assumed.

Aboveground utility poles owned by Ridge Farm Renewables, LLC will be completely removed and disposed of off-site in accordance with utility best practices. Any overhead wires will be removed from the Facility and will terminate at the utility-owned connections along W. Woodyard Road. Coordination with the Utility personnel will be conducted to facilitate removal of any utility-owned equipment, poles, and overhead wires located on the site.

A final site walk will be conducted to remove debris and/or trash generated during the decommissioning process and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the facility being removed. Sanitary facilities will be provided on-site for the workers performing the decommissioning of the Facility.

Decommissioning Requirements

The following items shall be implemented during the decommissioning of the Facility:

- Within twelve (12) months from when deemed nonoperational, all solar collectors and components, aboveground improvements, outside storage, foundations, pads, and underground electrical wires will be removed. Hazardous material will be removed and disposed of in accordance with federal and state law.
- If underground drainage tiles are damaged by Deconstruction, they shall be repaired in a manner that assures the tile line's proper operation.
- After the topsoil has been replaced, all areas that are not directly under photovoltaic panels that were traversed by vehicles and Deconstruction equipment shall be ripped at least 18 inches deep, and all pasture and woodland shall be ripped at least 12 inches deep to the extent practicable. The existence of tile lines or underground utilities may necessitate less depth.
- Following the completion of Deconstruction, the disturbed area shall be restored, as closely as practical, to its original pre-construction elevation.
- If the Deconstruction interrupts an operational (or soon to be operational) spray irrigation system, coordination with the Landowner shall occur to establish an acceptable amount of time the irrigation system may be out of service.
- Weed control shall be provided in a manner that prevents the spread of weeds onto agricultural land affected by Deconstruction. Spraying shall be done by a pesticide applicator that is appropriately licensed for doing such work in the State of Illinois.

Site Stabilization

The areas of the Facility that are disturbed during decommissioning will be re-graded to establish a uniform slope and stabilized via hydroseeding with an appropriate ground treatment, as needed.

Permitting Requirements

Given the size and location of the Facility, several approvals will be obtained prior to initiation of the decommissioning process. Table 1 provides a summary of the expected approvals if the decommissioning were to take place at the time of the preparation of this Decommissioning Plan. Noting that the decommissioning is expected to occur at a much later date, the permitting requirements listed in the table below will be reviewed at that time and updated based on then current local, state, and federal regulations.

Table 1. Current Permitting Requirements for Decommissioning

Permit	Agency	Threshold/Trigger
Building/Demolition Permit	Vermilion County (County)	A building permit must be obtained for any construction, alteration, repair, demolition, or change to the use or occupancy of a building or structure.
National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Construction Activity	Illinois Environmental Protection Agency (IEPA)	Ground disturbance of greater than one acre requires preparation of a Stormwater Pollution Prevention Plan, including erosion and sedimentation controls.
Agricultural Impact Mitigations Agreement (AIMA)	Illinois Department of Agriculture (IDOA)	Illinois requirement that an AIMA be entered into between owner of a solar facility on agricultural land and the IDOA.

The decommissioning process is estimated to take +/- 3 months and is intended to occur outside of the winter season.

Decommissioning Cost Estimate and Surety Proposal

Ridge Farm Renewables, LLC shall provide financial assurance in the form of a surety bond to the County. The funds will provide the requisite capital for solar project decommissioning in the unlikely event that Ridge Farm Renewables, LLC is unable to meet its contractual obligations for solar project removal and restoration.

Prior to the issuance of the Building Permit by Vermilion County, Ridge Farm Renewables, LLC is submitting the Estimated Decommissioning Expenses (see Table 2) that will be used to determine the amount of the surety bond. A three percent (3%) annual inflation factor is also reflected in Table 3.

Per Article I, Section 1.2 of the Vermillion County Decommissioning Agreement with Ridge Farm Renewables, LLC, the annual 3% increase shall be irrespective of any increases in cost estimate in the agreed upon Decommissioning Plan. For years of operation one (1) through year five (5), the Financial Assurance shall take the form of a Surety Bond which shall be substantially similar to the form attached hereto as Exhibit C. Prior to beginning of operational year six (6) all Financial Assurances shall take the form of an Irrevocable Letter of Credit, or other Financial Assurance at the sole discretion and approval of the County.

Once the decommissioning is complete, and after the County's inspection approves that the work has been done in accordance with the Decommissioning Plan, the portion of the surety not needed to remediate shall be returned to the applicant/lessee.

Table 2 Estimated Decommissioning Expenses – Ridge Farm Solar 4 MW(ac) Solar Array

Activity	Unit	Quantity	Cost per Unit	Gross Cost	Potential Salvage Revenue	Net Cost with Salvage	Description of Activity/Methods
Overhead and management rate (incl est permits)	Lump Sum	1	$26,700	$26,700		$26,700	Ten percent (10%) of gross cost estimate. Includes mobilization and permitting.
Solar modules; disassembly and removal	Each	8,568	$5.95	$50,980		$50,980	Modules are estimated at 68 lbs. Modules will be de-energized, removed and stacked on pallets by a 2-person team. A forklift operator will transfer stacked modules onto a truck for transport.
Tracking; disassembly and removal (including electrical disconnection)	Each	119	$640	$76,160		$76,160	The one-in-portrait tracking systems are assumed to be approximately 275 feet in length, each supporting 72 modules. After module and electrical cables removal, a crew of 3 laborers and 3 forklift operators will dismantle, and load the steel by forklift to a truck for transport to a recycling facility.
Steel Pile/trackers	Each	1,666	$17.50	$29,155		$29,155	Steel piles for trackers will be completely removed by an excavator and forklift with a crew of 2 laborers to help cut, stack and guide the process. The piles will be loaded to a truck for transport to a recycling facility.
String inverters	Each	16	$420	$6,720		$6,720	String inverters will be deactivated and removed. The removal process assumes 2 laborers and 2 forklift operators to move and load the equipment for transport. Equipment may be sold for refurbishment and re-use. If not, they will be recycled or disposed of at an approved solid waste management facility.
Transformers and concrete equipment pad	Lump Sum	1	$7,664	$7,664		$7,664	The transformer will be deactivated, disassembled, and removed, along with the concrete equipment pad. The removal process assumes 2 laborers and 2 forklift operators to move and load the equipment for transport. Equipment may be sold for refurbishment and re-use. If not, they will be recycled or disposed of at an approved solid waste management facility. The concrete pad will be crushed and removed from the site.

Activity	Unit	Quantity	Cost per Unit	Gross Cost	Potential Salvage Revenue	Net Cost with Salvage	Description of Activity/Methods
Remove buried cable	Linear Feet	3,287	$1.20	$3,944		$3,944	Underground cable at a depth of less than 5 feet will be removed and salvaged. The process assumes 2 laborers and 1 equipment operator with cable pulling equipment and an excavator.
Access road excavation and removal	Lump Sum	1	$32,650	$32,650		$32,650	Access roads, approximately 1,633 feet in length and 15 to 20 feet in width will be removed from the site. The roads will consist of an approximately 18-inch-deep aggregate layer over geogrid. The aggregate and geogrid will be removed, separated and disposed of. Equipment will include a bulldozer, front end loader, and dump truck.
Topsoil replacement and rehabilitation of site	Lump Sum	1	$26,150	$26,150		$26,150	Access road areas will be graded, de-compacted, ripped to 18 inches, and backfilled with native sub- and topsoil, as needed. A crew of 2 laborers and 1 operator will seed the access road and other disturbed areas as needed.
Perimeter fence removal	Linear Foot	6,282	$4.40	$27,641		$27,641	The perimeter fencing will be removed by a crew of 2 laborers and an excavator. A forklift operator will move the removed materials to a truck for transport to a salvage facility.
Generation tie-in electrical line (below ground)	Linear Foot	1,071	$1.20	$1,285.00		$1,285	Underground cable at a depth of less than 5 feet will be removed and salvaged. The process assumes 2 laborers and 1 equipment operator with cable pulling equipment and an excavator.
Generation tie-in electrical line (overhead)	Lump Sum	1		$3,000		$3,000	The tie-in transmission line will be approximately 60 feet in length. Unless retained for an alternate use, it will be removed by a crew of electricians, laborers, and equipment operators and loaded to a truck for transport to a recycling facility.
Switchgear removal	Lump Sum	1	$1,575	$1,575		$1,575	The switchgear will be deactivated and removed. The removal process assumes 2 laborers and 2 forklift operators to move and load the equipment for transport. Equipment may be sold for refurbishment and re-use. If not, it will be salvaged or disposed of at an approved solid waste management facility.
Total Estimated Decommissioning Cost/(Revenue)				**$293,624**	**$0**	**$293,624**	

Updated Calculations based on County 3rd Party Review

Gross Project Decommissioning Cost (excludes Salvage Revenue)		**$293,624**
15% Adjustment based on 3rd Party Reviewer Recommendation	$44,044	**$337,668**
10% Contingency	$33,767	**$371,435**
3% County Administration Costs	$11,143	**$382,579**

Table 3. Financial Security Including 3.0% Inflation Factor

Year	100% of Financial Security	Percent of Financial Security Due	Financial Security Due
Adjusted Gross Decommissioning Cost	$382,579		
First Anniversary of Project Commissioning (3.0% Annual Increase)	$394,056	100%	**$394,056**
Second Anniversary of Project Commissioning (3.0% Annual Increase)	$405,878	100%	**$405,878**
Third Anniversary of Project Commissioning (3.0% Annual Increase)	$418,054	100%	**$418,054**
Fourth Anniversary of Project Commissioning (3.0% Annual Increase)	$430,596	100%	**$430,596**
Fifth Anniversary of Project Commissioning (3.0% Annual Increase)	$443,514	100%	**$443,514**
Sixth Anniversary of Project Commissioning (3.0% Annual Increase)	$456,819	100%	**$456,819**
Seventh Anniversary of Project Commissioning (3.0% Annual Increase)	$470,524	100%	**$470,524**
Eighth Anniversary of Project Commissioning (3.0% Annual Increase)	$484,640	100%	**$484,640**
Ninth Anniversary of Project Commissioning (3.0% Annual Increase)	$499,179	100%	**$499,179**
Tenth Anniversary of Project Commissioning (3.0% Annual Increase)	$514,154	100%	**$514,154**
Eleventh Anniversary of Project Commissioning (3.0% Annual Increase)	$529,579	100%	**$529,579**

EXHIBIT B

AIMA

STATE OF ILLINOIS

DEPARTMENT OF AGRICULTURE

Agricultural Impact Mitigation Agreement for the Ridge Farm Renewables, LLC Solar Project between Woodyard Solar, LLC and the Illinois Department of Agriculture

AMENDMENT # 1

This Amendment to the Agricultural Impact Mitigation Agreement (AIMA), made and entered by and between the State of Illinois and Woodyard Solar, LLC, executed November 8, 2023, is hereby amended as follows:

(1) Throughout the document, beginning on the 3rd line of the text of the AIMA, the project name, Woodyard Solar, LLC shall be replaced with Ridge Farm Renewables, LLC.

(2) **Standard Terms, Conditions and Certifications**

All the Agreement's terms, conditions and certifications shall hereto be in effect for this AIMA.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

NAME

Signature MRW

Name (Print) Matthew R. Walsh

Title VP of Business Development

Date 4/25/2024

Address 101 N Waker Drive, Suite 200
Chicago, IL 60606

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

By Jerry Costello II

Jerry Costello II, Director

By Clay Nordsiek

Clay Nordsiek, Deputy General Counsel

Date 5/28/24

P.O. Box 19281
Springfield, IL 62794-9281

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Woodyard Solar, LLC

and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
Vermilion County, Illinois

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

Woodyard Solar, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 4.0 MWac Commercial Solar Energy Facility in Vermilion County [GPS Coordinates: 39.891889, -87.664703], which will consist of up to 25 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.

B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.

C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.

E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.

F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.

G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.

H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.

I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.

J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.

K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.

L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.

M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment	When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	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 conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	A plan prepared by a Professional Engineer, at the Facility's expense, that includes: (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

Construction and Deconstruction Standards and Policies

1. Support Structures

A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.

B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.

C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

4. Underground Cabling Depth

A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:

1. a minimum of 5 feet of top cover where they cross Cropland.
2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.

B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:

1. Within the fenced perimeter of the Facility; or

2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.

C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.

D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.

F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.

G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

C. **Maintaining Surrounding Area Subsurface Drainage**

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

D. **Re-establishing Subsurface Drainage Within Facility Footprint**

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.

G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.

B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.

C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.

B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.

C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.

D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

10. Prevention of Soil Erosion

A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.

B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.

C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

12. Compensation for Damages to Private Property

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

13. Clearing of Trees and Brush

A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.

B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.

C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.

B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.

C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.

D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:

1. Solar panels, cells and modules;
2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
5. Overhead collection system components;
6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
9. Debris and litter generated by Deconstruction and Deconstruction crews.

B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.

C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.

D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.

F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Woodyard Solar, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Vermilion County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

Jerry Costello II

By: Jerry Costello II, Director

Clay Nordsieh

~~By Tess Feagans, General Counsel~~
By Clay Nordsieh, Deputy General Counsel

801 E. Sangamon Avenue, 62702
State Fairgrounds, POB 19281 Springfield,
IL 62794-9281

11/8, 2023

Woodyard Solar, LLC

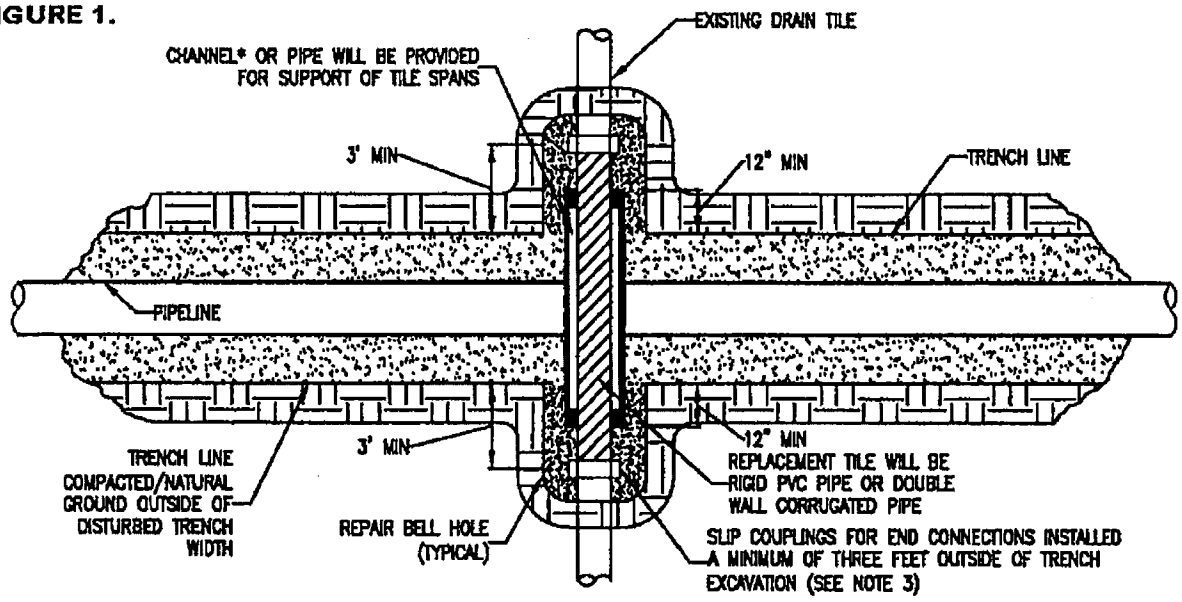
By Christopher F. Clark

101 N. Wacker Drive, Suite 200
Chicago, IL 60606

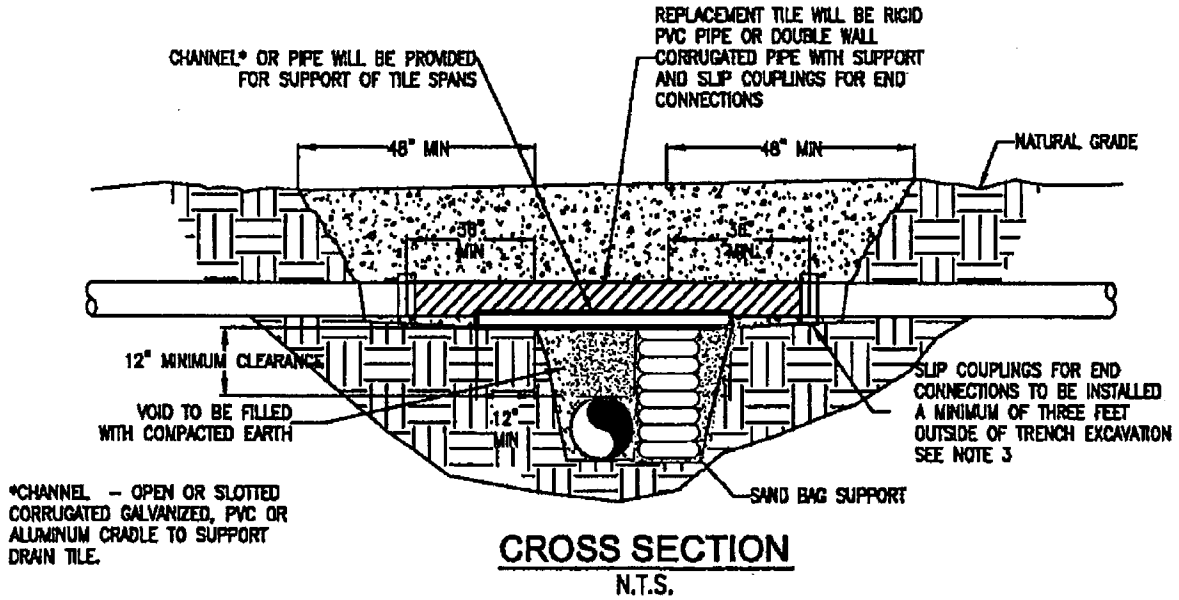
Address

October 3rd, 2023

FIGURE 1.



PLAN
N.T.S.



*CHANNEL – OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

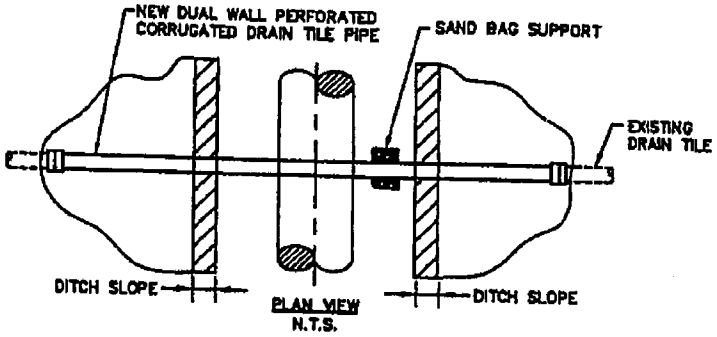
CROSS SECTION
N.T.S.

NOTE:

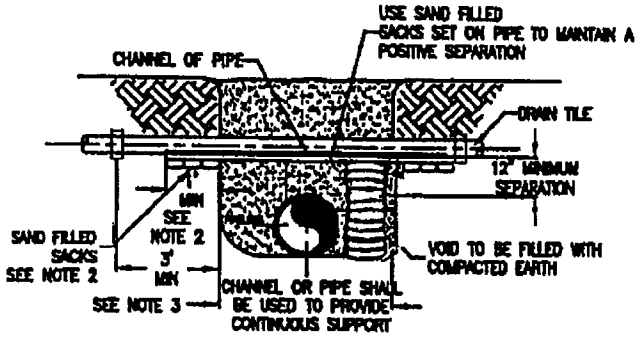
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

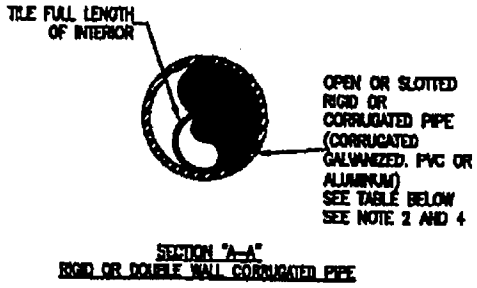
TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



PLAN VIEW





END VIEWS

MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4"-5"	5" @ 6.7 #/ft	6"	STD. WT.
6"-9"	7" @ 9.8 #/ft	9"-10"	STD. WT.
10"	10" @ 15.3 #/ft	12"	STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.

2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).

3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.

4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.

5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.

6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.

7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

EXHIBIT C

SURETY BOND FORM

[TO BE ATTACHED]

Vermilion County, Illinois
Resolution No. _____
Resolution Approving Building Permit for Woodyard Solar, LLC

WHEREAS, Woodyard Solar, LLC was approved for the construction and operation for a Commercial Solar Energy Facility pursuant to Ordinance 24-0515 ("Ordinance");

WHEREAS, the Ordinance approving the Commercial Solar Energy Facility included conditions of approval prior to receipt of a building permit from Vermilion County;

WHEREAS, the counsel for the county has reviewed the building permit submission and has provided the following checklist of the items provided prior to issuance of the building permit;

WHEREAS, the approval of a building permit is not a discretionary act; and

WHEREAS, the developer has met the required conditions of approval for a building permit.

NOW, THEREFORE, BE IT RESOLVED by the Vermilion County Board that the request for a Building Permit is hereby approved, subject to the payment of all fees related to the building permit and payment of any third-party costs of the County.

PRESENTED, APPROVED, and ADOPTED by the County Board of Vermilion County, Illinois this June 10, 2025.

PRESENT _____AYES_____ NAYS_____ ABSTAIN_____

_____
Chair, Vermilion County Board

ATTEST:

_____
Clerk of the County Board

EXHIBIT A

BUILDING PERMIT CHECKLIST

- **Building Permit Application and Fee** – Prior to the issuance of any building permits, the Company must complete and submit Vermilion County's Building Permit Application and must deposit to the County a building permit fee equating to $7,500.00 per megawatt (mW) of nameplate capacity for the Project. *See Ordinance Section 6(B), (pg. 12).* Received on [pending].

- **Decommissioning Agreement with Cost Estimation** – Prior to the issuance of any building permits, the Company must enter into a Decommissioning Agreement with the County and post the required financial assurances. *See Recommended Conditions, #12; See also Ordinance Section 2(H), (pg. 9).* Completed and approved 6/10/2025.

- **Road Use Agreements** – Prior to the issuance of any building permits, the Company shall provide to the County a copy of all executed Road Use Agreements necessary between the Company and appropriate governing road and highway jurisdictions or the Illinois Department of Transportation, showing approved entrances, for all construction, operation, or maintenance of the facility or substation(s) and post all required financial assurances. If any County roads shall be utilized, the Company must enter into a Road Use Agreement with the County, which shall be approved by the County Board, and post all required financial assurances, prior to the issuance of any building permits. If no County or Township roads will be utilized, the County must provide an adequate affidavit indicating the same. *See Recommended Conditions, #10.* Completed and approved by County Board on 1/14/2025.

- **Wells and Well Monitoring** – Prior to the issuance of any building permits, the Company shall seal all wells on site pursuant to Illinois law and provide appropriate proof of sealing to the County. *See Recommended Conditions, #9.* Pending.

- **Liability Insurance** – The Company shall maintain a current general liability policy covering bodily injury and property damage with limits of at least $5 million ($5,000,000.00) dollars per occurrence and $10 million ($10,000,000.00) dollars in the aggregate. The Company shall file the original certificate of insurance prior to the issuance of a building permit. *See Ordinance Section 3(B), (pg. 10).* See also *Recommended Conditions, #13.* Completed May 9, 2025. Policy effective 12/31/2024 to 12/31/2025. Umbrella coverage meets the minimum requirements.

- **Weed Management Plan** – Prior to the issuance of any building permits, the Company shall perform an assessment of the property for the presence of noxious weeds. In addition, to those weeds specifically regulated by law or administrative code, the Company shall perform an assessment of the property for all species of Amaranthus, including, but not limited to, Amaranthus tuberculatus (waterhemp) and Palmer amaranth (Palmer pigweed, careless weed, etc.). Such assessment shall include the presence and propensity for such wees to exist on the property, and a plan for eradication and management of such weeds. The Weed Management Plan must be submitted to the County and must be approved by the County Board prior to the application for any building permits. *See Recommended Conditions, #5. See also Ordinance Section 2(E)(12).* Completed and approved by County Board on 1/14/2025.

- **Landscape Management Plan** – The Company shall develop a Landscape Management Plan and submit the same to the County for approval by the County Board prior to the application for any building permits. *See Recommended Conditions, #5. See also Ordinance Section 2(E)(12).* Completed and approved by County Board on 1/14/2025.

- **Drainage Tile Survey** – Prior to the issuance of any building permits for any portion of the facility, the Company shall perform a drainage tile survey for the presence of any drainage tiles or subsurface structures. The Company shall comply with all provisions of state law regarding the drainage, subsurface drainage structures, and drain tile investigation and repair of any drainage tiles or structures. Any drainage districts with authority over the parcel shall be consulted prior to the performance of any drain tile survey, and throughout the construction process. *See Recommended Conditions, #8.* Completed 5/9/2025.

- **Financial Ability to Complete Project** – Prior to the issuance of any building permits, the Company shall provide to the County evidence of financial ability to complete and operate the Project. *Recommended Conditions, #19.* Pending.

- **Noise Study** – Prior to the issuance of any building permits, the Company shall provide to the County a study demonstrating compliance with the Illinois Pollution Control Board standards. *See Recommended Conditions, #21.* Completed 5/9/2025.

- **Glare Study** – Prior to the issuance of any building permits, the Company shall provide the County a glare study for this specific Project. If such study demonstrates that glare will negatively impact roads or nearby residences, the Company shall provide a plan to negate such glare prior to the issuance of building permits. *See Recommended Conditions, #22.* Completed May 9, 2025.

- **Grading of Site** – Any grading of the site shall require dust mitigation plans be employed to mitigate or eliminate dust upon the site during the construction phase of the Project.

Said Plan(s) must be provided prior to the issuance of building permits. *See Recommended Conditions, #24.* Completed May 9, 2025.

- **Water Line Investigation** – The Company shall investigate and determine whether any water line or easements exist within the Project area. If any water lines or easements exist with the Project area, Company shall redesign the Project area to allow maintenance and access for those water lines or easement areas. See *Recommended Conditions, #25.* Pending.

Vermilion County, Illinois
Resolution No. _____
Resolution Approving Road Use Agreement for CVE US IL Ridge Farm 324, LLC

WHEREAS, CVE US IL Ridge Farm 324, LLC was approved for the construction and operation for a Commercial Solar Energy Facility pursuant to Ordinance 24-0516 ("Ordinance");

WHEREAS, the Ordinance approving the Commercial Solar Energy Facility included conditions requiring a Road Use Agreement to be entered into prior to the issuance of Building Permit(s) related to the Project;

WHEREAS, the Parties have been discussing the final terms of a Road Use Agreement;

WHEREAS, the developer desires to move forward with road related surveys to determine the baseline of public roads within the Project area;

WHEREAS, the County desires to have protections in place for the survey of roads prior to the approval of a final Road Use Agreement; and

WHEREAS, the County finds the attached Road Use Agreement (Exhibit A hereto) is mutually beneficial to the Parties, and in the best interests of the County and its citizens.

NOW, THEREFORE, BE IT RESOLVED by the Vermilion County Board that the attached Road Use Agreement (Ex. A) is approved and the County Engineer may execute same on behalf of the County.

PRESENTED, APPROVED, and ADOPTED by the County Board of Vermilion County, Illinois this June 10, 2025

PRESENT _____AYES_____ NAYS_____ ABSTAIN_____

_____
Chair, Vermilion County Board

ATTEST:

_____
Clerk of the County Board

EXHIBIT A

ROAD USE AGREEMENT

VERMILION COUNTY, ILLINOIS
CVE US IL RIDGE FARM 324 LLC
COMMERCIAL SOLAR ENERGY FACILITY
ROAD USE AGREEMENT

This ROAD USE AGREEMENT (this "Agreement") is made and entered into by and among Vermilion County ("Road Authority"); Elwood Township ("Road Authority"), and CVE US IL Ridge Farm 324 LLC ("CVE Ridge Farm"). CVE Ridge Farm and the Road Authority are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The Road Authority may be referred herein as Road Authorities As used herein, "Developer" shall include CVE Ridge Farm and its contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives, and designees.

RECITALS

WHEREAS, CVE Ridge Farm intends to construct the CVE US IL Ridge Farm 324 solar energy project (the "Project") in Vermilion County, Illinois, in accordance with the rules and permitting requirements of Ordinance 24-0516, passed on May 14, 2024.

WHEREAS, in connection with the construction of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by Road Authority (collectively the "Roads") over which it will be necessary for Developer to, among other things, (i) transport heavy equipment and materials over certain Roads, which may in certain cases be in excess of the design limits of the Roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such Roads; (iii) if necessary, make certain modifications and improvements to the Roads to permit such equipment and materials to pass; and (iv) place certain electrical and communications cables or interconnection infrastructure for the Project adjacent to, under or across certain Roads.

WHEREAS, the Road Authority is directed and empowered by the Illinois Highway Code (605 ILCS 5/6-101 *et seq.*), to perform responsibilities as to Roads, including to construct, maintain, and repair the Roads.

WHEREAS, 625 ILCS 5/15-301 grants to the Road Authority authorization to require permits for use of the Roads by overweight and over length vehicles and further grants the Road Authority the authority to impose conditions on the issuance of such permits if necessary to protect the road surface and structure; and

WHEREAS, CVE Ridge Farm has provided to the Road Authority a map showing the Project area and the Roads to be used for construction of the Project, which is attached hereto as Exhibit A ("Project Map"); and

WHEREAS, CVE Ridge Farm and the Road Authority wish to set forth their understanding and agreement as to the use of the Roads during the construction of the Project; and

WHEREAS, CVE Ridge Farm and the Road Authority acknowledge and agree that this Agreement establishes the rights and obligations of the Parties as they relate to the use of Roads during the construction of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties, intending to be legally bound, agree as follows:

Section 1. CVE Ridge Farm agrees to undertake the following activities in accordance with the terms of this Agreement:

A. Apply for driveway access permits with the required plans for all access points to the Roads.

B. Prior to the start of construction of the Project, provide contact information for the Developer's construction manager and/or field engineer.

C. Obtain overweight and oversize permits as needed and pay permit fees pursuant to the general fee structure established by the Road Authority. All fees paid are non-refundable and shall be paid to the Vermilion County Highway Department and deposited in the County Highway Fund of the County.

D. Transport the solar panels, equipment and any oversize loads so as to minimize adverse impact on the local traffic.

E. Sign all highway work zones in accordance with the Manual on Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.

F. Keep all Roads used by Developer clear, by removing all mud, dirt, dust, spilled or tracked construction materials, garbage, obstructions or other hazards, upon notice and within a reasonable time period.

G. Prohibit the use of the Roads and the Roads right of way as storage or staging areas and as parking areas for vehicles and equipment of all contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives and designees.

H. Perform all repairs within a reasonable time period to all Roads that are damaged by Developer during the construction of the Project and restore such Roads to the condition they were in prior to construction of the Project. For the purposes of this Agreement, a reasonable time period to complete repairs shall be 6 months from the date of Completion of Construction of the Project, except for emergency repairs. Should Developer decide to pay for the repair of damages to the Roads, then Developer shall reimburse Road Authority

for those repairs within 30 days of receipt of an invoice from the Road Authority documenting the costs of those repairs.

I. Erect permanent markers indicating the presence of underground project infrastructure, within the Road right-of-way.

J. Become a member of the Illinois State-Wide One-Call Notice System (otherwise known as the Joint Utility Locating Information for Excavators or "J.U.L.I.E.") and provide J.U.L.I.E. with all of the information necessary to update its records.

K. Post required financial assurance to the County in the form of a Letter of Credit in an amount equal to or greater than $300,000 to be utilized by the County (or other Road Authority) in the event such repairs are not made by the Developer in accordance with this Agreement.

L. CVE Ridge Farm shall be responsible for informing all contractors/subcontractors of the requirements of this Road Use Agreement, and the County's Ordinances. CVE Ridge Farm shall ensure their employees and the employees of Developers maintain compliance with the requirements of this Road Use Agreement, County's Ordinances, Federal law and state law.

M. Any cabling or work performed within the rights-of-way of a County road will be subject to all utility and/or rights-of-way permitting requirements and fees of the Road Authority.

N. Advise the Road Authority within 14 days of the completion of the construction of the Project so that inspections related to non-emergency repairs may be performed in a timely manner.

Section 2. The Road Authority agrees to undertake the following activities in accordance with the terms of this Agreement:

A. Issue overweight and oversize permits for Roads in a timely manner upon the filing of such applications on behalf of Developer and concurrent with any applicable Illinois Department of Transportation for oversize or overweight permit(s).

B. Coordinate with Developer so as to minimize the impact of their use of the Roads.

C. Perform all routine maintenance on the Roads in accordance with Section 4 of this Agreement.

D. Review for approval and issue all driveway access permit applications to the Roads by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices.

E. Review for approval and approve the installation infrastructure for the Project within and across the Roads and Road rights-of-way, in a reasonable manner and in accordance with accepted engineering practices.

Section 3. Repairs of Damaged Roads:

A. If Developer's construction of the Project, and/or travel upon Roads causes any damage to the Roads, CVE Ridge Farm shall be responsible to repair (or pay for the repair of) the Roads as needed to return the Roads to the condition they were in prior to construction of the Project. The design of these repairs or improvements shall conform to standards provided in the IDOT Bureau of Local Roads and Streets Manual. CVE Ridge Farm shall perform all necessary post-construction repair of the Roads for damages caused by construction of the Project, and/or travel upon Roads. CVE Ridge Farm's responsibility to repair (or pay for the repair of) the Roads includes damages caused by commercial vehicles of any kind, and for those damages caused by personal vehicles utilized by employees of the Developer. All repairs are subject to the Road Authority's supervision and approval.

B. Incidental/Accidental Use:

1. The Parties recognize that the Project traffic may, either through mistake or with the consent of the Road Authority, use roads other than those identified in the Project Map. Repairs for damage caused by Developer during such mistaken or permitted use shall be paid for or repaired by CVE Ridge Farm.

2. The Parties intend that all construction traffic related to the Project shall exclusively use the routes designated in the Project Map and shall not use any other Roads other than those so designated.

C. Emergency Repairs:

In the event Developer causes damage to the Roads of a magnitude sufficient to create a hazard to the motoring public, which in the Road Authority's reasonable opinion warrants an immediate repair or Road closing, the Road Authority may make or authorize repair, with the reasonable, documented costs thereof paid by CVE Ridge Farm within thirty (30) days of the date an invoice is submitted for reimbursement. The Road Authority shall photograph, videotape and otherwise document the conditions and make all such documentation available to CVE Ridge Farm Any such emergency repair shall be subject to dispute resolution process provided in this Agreement.

Section 4. Maintenance of the Roads

The daily routine maintenance of the Roads affected by the Project including snow removal, striping, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the Road Authority. If repairs or maintenance, other than daily routine maintenance, are deemed necessary because of activity of Developer, the Road

Authority and CVE Ridge Farm will follow the process to determine the extent of such repairs pursuant to this Agreement.

Section 5. Dispute Resolution:

Should a disagreement exist as to:

a. The extent of the damage to the Roads caused by Developer;
b. The method, procedure or design used for the final repair or restoration of the Roads; or
c. Other disagreement as to the upgrades, repair or restoration of the Roads;

The Road Authority and CVE Ridge Farm will in good faith attempt to resolve the dispute. If, following such good faith attempt, the Parties are still unable to resolve the dispute, the Parties shall select a qualified independent third-party licensed civil engineer for review and to act as a neutral intermediary to mediate the dispute within five (5) days of the effective date of such appointment. If the Parties cannot agree on a qualified independent third-party licensed civil engineer, then each Party shall select a qualified independent licensed civil engineer, and those two shall select a third qualified independent third-party licensed civil engineer, and the three engineers shall provide to the Parties an "intermediary proposed solution. CVE Ridge Farm shall pay the cost of the independent third-party's services. If the parties agree and/or do not reject the intermediary proposed solution, then the Parties shall proceed in accordance with the intermediary solution.

Section 6. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions

A. Indemnification by Developer. CVE Ridge Farm hereby releases and agrees to indemnify and hold harmless the Road Authority and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively "Road Authority Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Road Authority Releasees arising out of or relating to the performance by CVE Ridge Farm of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, CVE Ridge Farm hereby releases the Road Authority Releasees and agrees to indemnify and hold harmless the Road Authority Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of the Roads by CVE Ridge Farm, its employees, agents, representatives, materials suppliers, vendors, transport providers or contractors, or their respective employees, agents or representatives.

B. Limitations of Liability. In no event shall either Party or their officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other party or their contractors, suppliers, employees, members and shareholders for indirect,

incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

Section 7. Miscellaneous

A. Remedies and Enforcement. Each of the Parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "Defaulting Party"), which default is not caused by the Party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance and injunctive relief. The remedy of specific performance and injunctive relief shall not be exclusive and the Non-Defaulting Party may seek any other remedy available at law or in equity.

B. Non-Waiver of Performance. Failure of either Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of either Party's right thereafter to enforce and such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.

C. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

D. Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties.

E. Notices. All notices shall be in writing and sent to the Parties hereto at their respective addresses (or to such other address as such Party shall designate in writing to the other Parties from time to time).

Developer:
CVE US IL Ridge Farm 324, LLC
A subsidiary of Dimension Energy
3050 Peachtree Rd, Suite 350
Atlanta, GA 30305
Attn: Legal Department

Road Authority:
Vermilion County Highway Department
County Engineer
Attn: Adrian Greenwell
2732 Batestown Road
Oakwood, Illinois 61858

with a copy to:

Vermilion County State's Attorney
Attn: State's Attorney Jaqueline Lacy
7 N. Vermilion St., Suite 201
Danville, Illinois 61832

Heyl Royster Voelker & Allen
Attn: Andrew Keyt
300 Hamilton Blvd.
Peoria, IL 61602

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic means shall be as effective as delivery of a manually signed counterpart to this Agreement.

G. Governing Law and venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. The Parties agree that the exclusive venue for any litigation is the circuit courts of Vermilion County, Illinois.

H. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, legal representatives and their respective agents, contractors, subcontractors, material suppliers, vendors, employees, respective transport providers and designees.

I. Entire Agreement. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between Parties, whether written or oral.

J. Illinois Prevailing Wage Act. With regard to any work performed on the Roads in connection with the construction of the Project, CVE Ridge Farm shall pay wages in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.0/et seq. Developer will be required to provide the Road Authority with certified payrolls for all work related to the construction, repair, and maintenance of Roads, if requested by Road Authority.

K. Limitation. This agreement is not intended for utilization of roads under the jurisdiction of the Village of Ridge Farm.

K. Recitals. The Recitals made herein are true and correct and are hereby incorporated as part of this Agreement.

IN WITNESS WHEREOF, on the date noted below the Parties have caused the Agreement to be executed by their duly authorized officers.

VERMILION COUNTY, ILLINOIS

BY: _____ DATE: _____

_____

ATTEST:_____ DATE: _____

ELWOOD TOWNSHIP, ILLINOIS

BY: _____ DATE: _____

ATTEST:_____ DATE: _____

CVE US IL RIDGE FARM 324, LLC

BY: _____ DATE: _____

NAME: _____

TITLE: _____

Vermilion County, Illinois
Resolution No. _____
Resolution Approving Decommissioning Agreement with CVE US IL Ridge Farm 324, LLC

WHEREAS, Woodyard Solar, LLC was approved for the construction and operation for a Commercial Solar Energy Facility pursuant to Ordinance 24-0516 ("Ordinance");

WHEREAS, the Ordinance approving the Commercial Solar Energy Facility included conditions requiring a Decommissioning Agreement to be approved by the County Board;

WHEREAS, the developer and county counsel have negotiated terms for a Decommissioning Agreement, and counsel has recommended approval of same, attached hereto as Exhibit A, as the proposed Decommissioning Agreement; and

WHEREAS, the County has reviewed and approves the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Vermilion County Board that the attached Decommissioning Agreement (Ex. A) is approved.

PRESENTED, APPROVED, and ADOPTED by the County Board of Vermilion County, Illinois this June 10, 2025.

PRESENT _____AYES_____ NAYS_____ ABSTAIN_____

_____
Chair, Vermilion County Board

ATTEST:

_____
Clerk of the County Board

EXHIBIT A

DECOMMISSIONING AGREEMENT

VERMILION COUNTY, ILLINOIS

DECOMMISSIONING AGREEMENT

CVE US IL RIDGE FARM 324, LLC

THIS DECOMMISSIONING AGREEMENT ("Agreement"), dated as of _____ ____, 2025 ("Effective Date"), together with the Decommissioning Plan attached as Exhibit A (the "Decommissioning Plan") is entered into by and between CVE US IL Ridge Farm 324, LLC ("CVE Ridge Farm 324"), a subsidiary of Dimension Energy, LLC (individually "Company" and collectively "Companies") and Vermilion County, Illinois, a body politic in the State of Illinois (the "County"). County and Company/Companies may each be referred to herein individually as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, Company is constructing and plans to operate a solar project, commonly referred to as CVE Ridge Farm 324 to be located on privately owned agricultural land and consisting of assets which will include, but not be limited to ground mounted solar arrays, supporting facilities, perimeter security fencing, and vegetation buffer (the "Solar Project") and shall comply with the County's Zoning Ordinance as may be amended from time to time (collectively, the "Code");

WHEREAS, the Solar Project will be located on property owned by private landowners within the County (collectively, the "Property"), upon parcels 32-35-200-001 and 32-35-200-003;

WHEREAS, Company is required to provide financial security to address the cost of decommissioning to be held by and in favor of the County;

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

TERMS AND CONDITIONS

Article I.
DECOMMISSIONING PLAN AND FINANCIAL ASSURANCE

Section 1.1 Decommissioning Plan; Modification. The parties that a Decommissioning Plan, attached as Exhibit A and has been submitted and fully incorporated herein, with respect to the decommissioning of the Solar Project. The Decommissioning Plan is subject to modification and review every 5 years during the life of the Solar Project, beginning from the date the Solar Project reaches its Commercial Operation Date. The Commercial Operation Date shall be deemed the date which the Solar Project begins providing power for sale.

Section 1.2 Financial Assurance; Reevaluation. The initial Decommissioning Plan estimates an amount necessary to decommission the Project and the Project shall provide to the County a "Financial Assurance," as that term is defined in the Agricultural Impact Mitigation Agreement attached as Exhibit B to this Agreement (the "AIMA"), in the amount equal to 100%

of the Decommissioning Plan estimate as may be revised from time to time. The Financial Assurance shall increase yearly by at least 3% per year, compounding each year. The annual 3% increase shall be irrespective of any increases in cost estimate in an agreed upon Decommissioning Plan. All Financial Assurances shall take the form of an Irrevocable Letter of Credit.

Article II.
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations, Warranties and Covenants of County. The County represents and warrants to Company as follows:

(a) The County has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.

(b) This Agreement has been duly executed and delivered by the County and constitutes the legal, valid and binding obligation of the County.

(c) The execution, delivery, and performance of this Agreement by the County will not violate any applicable law of the State of Illinois.

Section 2.2 Representations, Warranties and Covenants of Company. The Company represents and warrants to the County as follows:

(a) The Company has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.

(b) This Agreement has been duly executed and delivered by Company and constitutes the legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms.

(c) The execution, delivery, and performance of this Agreement by Company will not violate any applicable law of the State of Illinois.

(d) Company agrees that in the event the Financial Assurance is not sufficient to allow for complete Decommissioning of the Solar Project, then the Company shall provide to the County an amount sufficient to cover the full costs of Decommissioning the Solar Project. Company agrees to submit to the jurisdiction of the circuit courts of Vermilion County, Illinois. In the event that the Financial Assurance is insufficient to cover the full costs of Decommissioning, the County shall demand that the Company provide sufficient funds to the County to effectuate complete Decommissioning pursuant to the terms of the AIMA with documentation reflecting the amount necessary to complete decommissioning. Company shall provide funds necessary to effectuate complete Decommissioning within sixty (60) days of receipt of a demand thereof.

Article III.
DEFAULTS

Section 3.1 Events of Default. An "Event of Default" shall exist with respect to this Agreement and the Decommissioning Plan if any of the following shall occur:

(a) Company fails to comply with any material term of the Decommissioning Plan and such failure continues for thirty (30) days after written notice from the County of such failure, or such longer period as may be reasonably necessary (not to exceed 180 days) to complete such cure so long as the Company is diligently and continuously pursuing such cure;

(b) Company fails to comply with any material term of the AIMA, except as otherwise provided in this Agreement, such failure continues for thirty (30) days after written notice from the County of such failure, or such longer period as may be reasonably necessary (not to exceed 180 days) to complete such cure so long as the Company is diligently and continuously pursuing such cure;

Section 3.2 Remedies. If an Event of Default occurs as provided herein and continues beyond any applicable notice and cure period, the County shall have the right to take the following actions for so long as the Event of Default continues:

(a) Impose a fine of One Thousand and 00/100 Dollars ($1,000.00) for each Event of Default; and/or

(b) Take all appropriate actions for decommissioning of the Solar Project, including drawing upon the Financial Assurance for the payment of all costs, expenses and damage of any type incurred in connection with the decommissioning (less any salvage amount), and seeking injunctive relief, if necessary; and/or

(c) Seek reimbursement from the Company or Companies for actual decommissioning costs in excess of the Financial Assurance; and/or

(d) File a lien against any real estate owned by the Company or Companies for the amount of the excess; and then

(e) Take all steps allowed by law to enforce such lien and/or pursue any other remedy available in law or equity.

Article IV.
MISCELLANEOUS

Section 4.1 No Waiver; Remedies Cumulative. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy shall operate as a waiver thereof. No single or partial exercise by any Party of any such right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy hereunder. The rights, powers and remedies expressly herein provided are cumulative and not exclusive of any rights, powers or remedies available under applicable law.

Section 4.2 Notices. All notices, requests and other communications provided for herein (including any modifications, or waivers or consents under this Agreement) shall be given or made in writing (including by telecopy) delivered to the intended recipient at the address set forth below

or, as to any party, at such other address as shall be designated by such party in a notice to the other party. Except as otherwise provided herein, all notices and communications shall be deemed to have been duly given when transmitted by electronic mail with confirmation of receipt received, personally delivered, or in the case of a mailed notice, upon receipt, in each case given or addressed as provided herein.

Company:

CVE US IL Ridge Farm 324, LLC
[NEEDS ADDRESS]

County:

Vermilion County
201 N. Vermilion Street
Danville, IL 62263
Attention: County Clerk

Copy to:

Vermilion County State's Attorney
7 N. Vermilion Street
Danville, IL 61832

Section 4.3 Amendments. This Agreement may be amended, supplemented, modified or waived only by an instrument in writing duly executed by all of the parties hereto.

Section 4.4 Successors and Assigns.

(a) This Agreement may be assigned only upon written consent of the Parties, except Company may, upon notice to County, but without County's consent or approval, assign this Agreement to an affiliate or successor entity, or mortgage, charge, pledge, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement. Notwithstanding anything to the contrary, Company may only assign this Agreement if the assignee agrees and acknowledges in writing that such assignee shall be bound by terms and obligations of this Agreement.

(b) If requested by either Party or an assignee thereof, each Party hereto agrees to provide such further assurances and execute such additional documents as may be reasonably requested by the other Party to give effect to the foregoing assignment.

(c) Any transfer or assignment of this Agreement by Company shall also be subject to Company assigning its rights and obligations under all other agreements and contracts entered into

that relate to the Solar Project by and between the Parties to the same assignee to the extent of the assigned rights, interests, and obligations hereunder.

Section 4.5 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the Parties may execute this Agreement by signing any such counterpart. This Agreement constitutes the entire agreement and understanding among the Parties with respect to matters covered by this Agreement and supersede any and all prior agreements and understandings, written or oral, relating to the subject matter hereof. Signatures transmitted electronically by .pdf or facsimile shall be binding for all purposes hereof.

Section 4.6 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by applicable law: (a) the other provisions hereof shall remain in full force and effect in such jurisdiction in order to carry out the intentions of the Parties as nearly as may be possible; and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

Section 4.7 Headings. Headings appearing herein are used solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 4.8 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of law provisions. The Parties agree that any litigation necessary for the enforcement of any provision herein shall be subject to the sole and exclusive jurisdiction of the Circuit Courts of Vermilion County, Illinois and the appellate courts of Illinois.

Section 4.9 No Recourse to Affiliates or Persons. This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

Section 4.10 Estoppel. Either Party hereto, without charge, at any time and from time to time, within five (5) Business Days after receipt of a written request by the other Party, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other Person specified by such requesting Party:

(a) That this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(b) Whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and

(c) Such other information as may be reasonably requested by a Party hereto.

(d) Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

Section 4.11 Limitation of Liability. Except as otherwise provided in this Agreement or if an express remedy or calculation of liability is provided in this Agreement, neither Party shall be liable for any special, incidental, consequential or punitive damages based on breach of contract, breach of warranty, negligence, tort or any other legal theory.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed in their respective names by their duly authorized representatives and dated their signatures as shown below, to be effective as of the Effective Date.

COMPANY:

RIDGE FARM RENEWABLES, LLC,
a subsidiary of Dimension Energy, LLC

By:_____ _____
Date

DIMENSION ENERGY, LLC

By: _____ _____
Date

THE COUNTY:

THE COUNTY OF VERMILION, ILLINOIS

By:_____
Name/Title:_____

ATTEST:

By:_____
Name/Title:_____

Reviewed and approved by:

_____
Name/Title:_____

EXHIBIT A

DECOMMISSIONING PLAN

[TO BE ATTACHED]

EXHIBIT B

AIMA

[TO BE ATTACHED]

EXHIBIT C

LETTER OF CREDIT

[TO BE ATTACHED]

DECOMMISSIONING PLAN

CVE US IL RIDGE FARM 324, LLC
VERMILION COUNTY, ILLINOIS

Prepared for:

CVE North America

109 W. 27th St, 8th Fl

New York, NY 10001

Contact: Benjamin Lobo

Prepared By:

Kimley»Horn

Kimley-Horn & Associates, Inc.

570 Lake Cook Rd, Suite 200

Deerfield, IL 60015

Contact: Sean Hickey, P.E.

Prepared on: October 10, 2023

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1.0 INTRODUCTION

Background

CVE US IL Ridge Farm 324, LLC, a subsidiary of CVE North America (Applicant) is developing the CVE US IL Ridge Farm 324, LLC commercial solar energy facility (Project) on approximately 62.31-acres of land that will be leased by the Applicant. The Project will be located in Vermilion County, Illinois. The project will be located at the south side of Indianola Road and east of N 1340 East Road. The site is accessible off of N 1340 East Rd and the geographical coordinates are 39° 89' 21.86" N, 87° 68' 24.33" W. Refer to **Commercial Solar Energy Facility Siting Permit Application Exhibit B: Zoning Site Plan** for general location and project layout.

The Project is to occupy approximately 29.2-acres of agricultural farmland for the commercial solar energy facility. This site is bound to the east by agricultural fields, north by Indianola Rd, South by E 150 North Rd, and West by N 1340 East Rd. In existing conditions, the site is relatively flat with a low point in the northwest side of the site.

This Decommissioning Plan (Plan) is developed in compliance with Agricultural Impact Mitigation Agreement (AIMA) and the Vermilion County Zoning Ordinance.

This Plan covers and addresses the following elements outlined in the conditions of the AIMA:

- Underground Cabling;
- Repair of compaction and rutting;
- Prevention of soil erosion;
- Access roads;
- Weed/vegetation control;
- Decommissioning plans and financial assurance of commercial solar energy facilities.

In addition, if the project ceases to perform its intended function for more than twelve (12) consecutive months, the project shall be removed, and the site restored in accordance with the decommissioning plan.

2.0 PROJECT COMPONENTS

The Project Components that are subject to decommission include the equipment summarized below. The decommission activities associated with these components are discussed in Section 3.0 of this Plan.

Solar Photovoltaic (PV) Equipment

The project will use Solar Photovoltaic (PV) modules mounted on single axis tracker steel pile foundations.

Internal Power Collection System

The PV-generated DC power will be collected from each of the multiple rows of PV modules through one or more combiner boxes and conveyed to inverters. The inverters will convert the DC power to AC power, which will be interconnected into the existing power line running along the west side of N 1340 East Rd.

Transformers and PV combining switchgear will be mounted on concrete foundations.

Earthwork

It is anticipated that the site will require minimal grading for the Project. Site grading and drainage will be conducted in accordance with Final Civil Construction plans.

Roads

Access to the Project will be via N 1340 East Rd. The site access will be constructed in accordance with County and/or Township requirements and the Final Civil Construction Plans. The on-site site access road is anticipated to be gravel.

Fencing

The Project site will be fenced with a six foot minimum fence. An entry gate will be provided near the site access along N 1340 East Rd.

3.0 PROJECT DECOMMISSION AND RECYLCING

Decommission includes removal of above-ground and below-ground structures. Only minor grading is anticipated during construction; and therefore, will require limited or no grading following decommission. Temporary erosion and sedimentation control Best Management Practices should be implemented during the decommission phase of the Project.

Decommission Preparation

Prior to commencement of the decommission process, assess existing site conditions and prepare the site for demolition. Demolition debris shall be placed in temporary onsite storage area(s) pending final transportation and disposal and/or recycling according to the procedures listed below.

Permits and Approvals

It is anticipated that an NPDES Permit from the Illinois Environmental Protection Agency (IEPA) and a SWPPP will be required. The proposed development area of the site does not contain waters of the United States or Threatened or Endangered species; thus, no federal approvals are expected. Appropriate applications for permits from the state and/or local authorities having jurisdiction (AHJs) shall be submitted and approved prior to decommission activities.

PV Equipment Removal and Recycling

During decommissioning, Project components shall be removed from the site and recycled or disposed of at an appropriately licensed disposal facility. Above ground portions of the PV module supports shall be removed. Below ground portions of the PV module supports shall be removed entirely where practical, but to a depth of 5 feet at a minimum. Those supports that are more firmly anchored (e.g., such as embedded in bedrock) may be cut off at least five feet below ground or to the depth of bedrock, and the remaining support left in place. This depth will avoid impact of underground equipment on future farming or other construction activities. The demolition debris and removed equipment may be cut or dismantled into pieces that can be safely lifted or carried with the onsite equipment being used. The debris and equipment shall be processed for transportation and delivery to an appropriately licensed disposal facility or recycling center. Modules shall be recycled in accordance with the solar module manufacturer's (or equivalent) recycling program. No hazardous materials or waste will be used during operation of the solar facility, and disposal of hazardous material or waste will not be required during decommission.

Internal Power Collection System

The cables, inverters, and transformers shall be dismantled. The concrete foundations shall be broken up, removed and recycled. If ground-screw foundations are used, they shall be removed and recycled. The underground cable shall be removed. Overhead conductors shall be removed from the poles, and the poles and pole foundations shall be removed. Aluminum from the conductors shall be recycled or removed from the site to an appropriately licensed disposal facility.

Roads

Gravel from on-site access roads shall be removed and recycled. Once the gravel is removed, the soil below the access roads shall be scarified a depth of 18-inches and blended as noted in the Site Restoration section below.

Fencing

Project site perimeter fence shall be removed at the end of the decommission project. Since the project site is not currently fenced, this includes removal of all posts, footings, fencing material, gates, etc. to return the site to pre-project condition.

Landscaping

Unless requested in writing to remain in place by the land Owner, all vegetative landscaping and screening installed as part of the Project will be removed. Any weed control equipment used during the project, including weed-control fabrics or other ground covers shall be removed. Landscape areas will be restored as noted in the Site Restoration section below.

Site Restoration

Once removal of all project equipment and landscaping is complete, all areas of the project site that are unvegetated or where vegetation was disturbed/removed as part of decommissioning shall be restored by the applicant. Restoration shall consist of applying additional topsoil, seed, and necessary fertilizer to ensure that adequate vegetation is established throughout the project site. Areas that exhibit compaction and/or rutting shall be scarified a depth of 18-inches prior to placement of topsoil and seed. The existence of drainage tile lines or underground utilities may necessitate less scarification depth. The applicant is responsible for promptly repairing damage to drain tiles and other drainage systems that result from decommissioning of the commercial solar energy facility.

4.0 FUTURE LAND USE

Per the requirements of the Illinois Department of Agriculture (IDOA), an Agricultural Impact Mitigation Agreement (AIMA) must be signed by the Facility owner and filed with the County Board prior to the Commencement of Construction. The IDOA prepared the AIMA to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Decommission of a Commercial Solar Energy Facility. Per the AIMA, all solar panels shall be removed from the property and the land must be restored to its pre-existing condition for agricultural use at the end of the project life cycle. This Decommissioning Plan is consistent with the AIMA requirements to return the land to its pre-project conditions as an agricultural field. Refer to **Special Use Permit Application Exhibit T: Agricultural Impact Mitigation Agreement** for the signed AIMA.

5.0 PROJECT DECOMMISSION COSTS AND FINANCIAL ASSURANCE

The AIMA requires the Owner and/or Operator to provide a present-day decommission cost estimate, and provide the County with Finanacial Assurance to cover the estimated costs of Decommission of the Facility. Provisions of this Financial Assurance shall be phased in over the first 11 years of the Project's operations. Additional detail can be found in the signed AIMA in **Commercial Solar Energy Facility Siting Permit Application Exhibit T**. See **Exhibit A: Opinion of Probable Construction Cost with Salvage** and **Exhibit B: Opinion of Probable Construction Cost without Salvage**. Industry standard prices in 2023 for removal costs were determined using RS Means cost data. Removal cost includes materials, contractor installation/demolition, mobilization and demobilization, overhead and profit, and performance bonding.

EXHIBIT A

Opinion of Probable Construction Cost With Salvage

CVE US IL Ridge Farm 324, LLC
Ridge Farm, IL (Vermilion County)
Decommissioning Estimate Pro Forma with Salvage

Kimley»Horn

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. LS = Lump Sum, HR = Hours, EA = Each, LF = Linear Feet.

Item	Quantity	Unit	Unit Price	Total Salvage	Total Price (incl. markups)	Total Price
Mobilization	1	LS		$ -	$13,480.00	$ (13,480.00)
Contractor's G&A	1	LS		$ -	$2,300.00	$ (2,300.00)
SWPPP, Erosion Control Measures	28	AC	$670.00	$ -	$18,760.00	$ (18,760.00)
Seeding	1.5	AC	$2,805.50	$ -	$4,208.25	$ (4,208.25)
Tilling 6" topsoil/scarifying access road and rough grading existing soil	1	AC	$17,419.73	$ -	$17,419.73	$ (17,419.73)
Remove Fixed Knot Farm Fence, 6' Min High	5,117	LF	$5.76	$ -	$29,473.92	$ (29,473.92)
Remove Power Pole	6	EA	$804.73	$ -	$4,828.38	$ (4,828.38)
Remove and Recycle AC Cables	283	LF	$21.70	$ 42.58	$6,138.93	$ (6,096.35)
Remove and Recycle DC Cables	102,062	LF	$0.38	$ 15,360.32	$38,783.52	$ (23,423.21)
Backfill AC and DC trenches	58,377	LF	$0.48	$ -	$28,020.86	$ (28,020.86)
Remove and Recycle Inverter Pads	2	EA	$4,337.35	$ 10,800.00	$8,674.70	$ 2,125.30
Remove and Recycle Photovoltaic Modules	12,480	EA	$6.20	$ 38,847.43	$77,376.00	$ (38,528.57)
Remove and Recycle Piles	1,759	EA	$11.60	$ 22,793.01	$20,401.15	$ 2,391.86
Remove and Recycle Support Assemblies	385,809	LB	$0.04	$ 34,722.81	$15,432.36	$ 19,290.45
			Subtotal:	$ 122,566.15	$285,297.81	$ (162,731.66)
				40-Year Inflation (3%/year):		$ (196,586.30)
					Total:	$ (359,317.96)

Notes:

1. Quantities were recorded on 09/13/2023.
2. Equipment rental rates and labor productivity and unit rates were derived from RSMeans Online (Heavy Construction, 2023 data).
3. Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Champaign, IL.
4. PV Module Removal/Recycle labor and equipment costs are computed at present values.
5. The age at decommissioning of this estimate is 40 years.
6. This estimate assumes 78 modules/tracker.
7. This estimate assumes 11 piles/tracker.
8. This estimate assumes 77,162 LB of support assemblies per 1 MW output.
9. Material salvage values were based off of current US salvage exchange rates.
10. Photovoltaic Module material salvage rate is based on straight-line depreciation of modules (-0.5% per year).
11. Material salvage values were determined using the most prevalent salvageable metal in each component. Copper Wire @$3.01/LF (AC and DC Cables) and Steel @0.09/LF of fence, @$0.09/pile, and @$0.09/LB.
12. Inverter resale value is dependent on the assumption that all inverters will be decommissioned and resold half way through their useful life (every 5 years).

EXHIBIT B

Opinion of Probable Construction Cost Without Salvage

CVE US IL Ridge Farm 324, LLC
Ridge Farm, IL (Vermilion County)
Decommissioning Estimate Pro Forma without Salvage

Kimley»Horn

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. LS = Lump Sum, HR = Hours, EA = Each, LF = Linear Feet.

Item	Quantity	Unit	Unit Price	Total Price
Mobilization	1	LS		$13,480
Contractor's G&A	1	LS		$2,300
SWPPP, Erosion Control Measures	28	AC	$670.00	$18,760
Seeding	1.5	AC	$2,805.50	$4,208
Tilling 6" topsoil/scarifying access road and rough grading existing soil	1	AC	$ 17,419.73	$17,420
Remove Fixed Knot Farm Fence, 6' Min High	5,117	LF	$5.76	$29,474
Remove Power Pole	6	EA	$804.73	$4,828
Remove AC Cables	283	LF	$21.70	$6,139
Remove DC Cables	102,062	LF	$0.38	$38,784
Backfill AC and DC trenches	58,377	LF	$0.48	$28,021
Remove Inverters	2	EA	$4,337.35	$8,675
Remove Photovoltaic Modules	12,480	EA	$6.20	$77,376
Remove Piles	1,759	EA	$11.60	$20,401
Remove Support Assemblies	385,809	LB	$0.04	$15,432
			Subtotal:	$285,298
			40-Year Inflation (3%/year):	$645,354
			Total:	$930,652

Notes:

1. Quantities were recorded on 09/13/2023.
2. Equipment rental rates and labor productivity and unit rates were derived from RSMeans Online (Heavy Construction, 2023 data).
3. Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Champaign, IL.
4. PV Module Removal/Recycle labor and equipment costs are computed at present values.
5. The age at decommissioning of this estimate is 40 years.
6. This estimate assumes 78 modules/tracker.
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