Vermilion County, Illinois
Resolution No. 25-1104
Resolution Approving Decommissioning Agreement for Vermilion Solar 3 LLC

WHEREAS, Vermilion Solar 3 LLC was approved for the construction and operation of a Commercial Solar Energy Facility pursuant to Ordinance 25-0101 ("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 October 14, 2025.

PRESENT 21 AYES 17 NAYS 4 ABSTAIN 0

Steve Miller
Chair, Vermilion County Board

ATTEST:

Robyn Hefferen
Clerk of the County Board

EXHIBIT A

DECOMMISSIONING AGREEMENT

VERMILION COUNTY, ILLINOIS

DECOMMISSIONING AGREEMENT

VERMILION SOLAR 3 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 Vermilion Solar 3 LLC, a subsidiary of Pivot Energy, Inc. (individually "Company" and collectively "Companies") 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 Vermilion Solar 3 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 (the "Code");

WHEREAS, the Solar Project will be located on property owned by private landowners within the County (collectively, the "Property"), upon parcel 04-16-200-005;

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. A Decommissioning Plan, attached as Exhibit A and fully incorporated herein, with respect to the decommissioning of the Solar Project has been submitted to the County. 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, as confirmed by Company in writing.

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. The Financial Assurance shall take the form of a Surety Bond which shall be substantially similar to the form attached hereto as Exhibit C. The Financial Assurance shall be posted prior to the receipt of any building permit(s) for the Project.

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 represent and warrant 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.

Article III.

DEFAULTS

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.

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 sixty (60) 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 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 3.3 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 listed, 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/orTake 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, and seeking injunctive relief, if necessary; and/or

(b) Seek reimbursement from the Company/Companies for actual decommissioning costs in excess of the Financial Assurance; and/or file a lien against any real estate owned by the Company/Companies for the amount of the excess; and then

(c) 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:

Vermilion Solar 3 LLC
1601 Wewatta Street
Suite 700
Denver, CO 80202
Attn: PD-E

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. Company shall provide County with written notice following any absolute assignment; provided, however, that failure to do so shall not constitute an Event of Default hereunder. Notwithstanding anything to the contrary, Company may only absolutely assign this Agreement if the assignee agrees and acknowledges in writing that such assignee shall be bound by terms and obligations of this Agreement. Company shall be released for all obligations and liabilities assumed by the assignee.

(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.

Section 4.5 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 4.6 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 4.7 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 4.8 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 4.9 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 4.10 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 4.11 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 4.12 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:

VERMILION SOLAR 3 LLC,
a subsidiary of Pivot Energy, Inc.

By:_____ 8/7/25
Date

THE COUNTY:

THE COUNTY OF VERMILION, ILLINOIS

By:_____
Name/Title: Steve Miller, Chairman

ATTEST:

By:_____
Name/Title: Robin Hefferon/ County Clerk

Reviewed and approved by:

_____
Name/Title:_____

EXHIBIT A

DECOMMISSIONING PLAN

2101 W. Carroll Ave.
Chicago, IL 60612

Phone 312.253.1800
Fax: 312.253.1945
hbkengineering.com

UTILITY INFRASTRUCTURE SOLUTIONS hbk ENGINEERING

A QUANTA SERVICES COMPANY

Project Number: **23-0853**

DECOMMISSIONING PLAN
VERMILION 3 COMMUNITY SOLAR PROJECT

State Route 9 (E 4100 N Rd), Hoopeston, Illinois 60942

Lat: 40.4605°
Long: -87.6031°

Prepared for:
Pivot Energy

June 9, 2025

THOMAS A. BOCK
062-058593
LICENSED PROFESSIONAL ENGINEER
OF
ILLINOIS

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Overview

Pivot Energy is proposing to construct a community solar facility on the south side of State Route 9, between N 1830 E Rd and N 1900 E Rd. The facility will be located on the northerly portion of Parcel 04-16-200-005 (80.0 acres). The proposed fenced solar panels utilize 30.0 acres of Parcel 04-16-200-005. The entirety of the lease area is currently used for the farming of row crops.

The Decommissioning Plan has been prepared to provide the general scope of work and construction cost estimated for the decommissioning and assurance process. This document outlines the decommissioning activities required to restore the site to a meadow condition.

The solar energy generating facility will produce power using photovoltaic (PV) panels mounted on ground supported galvanized metal piles. The facility will generally include equipment pads, perimeter security fencing, underground electrical conduits, utility poles with overhead wires, and a gravel access driveway.

The decommissioning costs have been estimated for facility deconstruction, material disposal, and site restoration. The reported costs include labor, materials, equipment, contractor's overhead, and profit; the labor costs have been estimated using regional labor rates.

Facility Deconstruction

The owner or operator shall notify the County Planner by certified mail of the proposed date of discontinued operations and plans for removal. All elements of the facility are to be deconstructed and removed from the site for reuse, recycling, or disposal within 90 days after the end of energy production.

The deconstruction of the solar generating facility shall generally include the removal of all solar electric systems, enclosures, cabling, electrical components, roads, foundations, pilings, and other associated facility components. A significant portion of the photovoltaic system at the facility includes recyclable or re-saleable components, including copper, aluminum, galvanized steel, and PV modules. Because of this reuse/resale value, these components will likely be disassembled and salvaged rather than demolished and disposed. Disassembled materials will be salvaged for reuse or sold to decrease project costs.

Prior to the start of deconstruction, Pivot Energy (or current owner/operator) will coordinate with the local electric utility company to disconnect the facility from the power grid. Once disconnection to the utility is made, all electrical equipment that manages the solar energy generation will be disconnected from the PV modules. Electrical connections to the panels will be cut at each panel and the panels removed from the supporting framework. The photovoltaic mounting system framework will be dismantled and recycled. The framework's galvanized support piles will be completely removed and recycled.

Along with the PV modules, inverters, transformers, meters, fans, lighting fixtures, and other electrical equipment will be removed from the facility. The term "hazardous" will be defined by the laws and regulations in effect at the time of decommissioning. However, in the event of a total fracture of a PV panel, their interior materials are silicon-based and may not be considered hazardous materials. Disposal of these materials at a landfill will be governed by State and Public Local Laws of Vermilion County, including the Code of Illinois Regulations (COILR) governing waste disposal at county area landfills, as may be amended from time to time.

After removal of the electrical equipment the remaining elements of the facility will be deconstructed and removed, including fencing and gates, driveways and access roads, parking areas, equipment foundations

and slabs, buried conduit and cabling, and other features installed for the security, maintenance, and operation of the facility. Above ground electric cables and utility poles that are not owned by the power utility will be removed, along with associated equipment (isolation switches, fuses, metering) and holes will be filled with clean earth and/or topsoil. Facilities owned by the utility company will be removed by the utility company at their expense. Where feasible or required, materials removed will be diverted from disposal to recycling.

Pivot Energy (or current owner/operator) will consult with the landowner and highway authority to determine if the access driveway at State Route 9 should remain in service to the landowner. If the driveway is to be removed, the contractor will remove all surface and base coarse materials and restore the roadway shoulder per applicable highway standards. Where feasible or required, materials removed will be diverted from disposal to recycling. Drainage culvert pipe, if any, will be removed and the roadside drainage ditch re-established to its pre-construction cross section and longitudinal slope. All disturbed area will be backfilled with suitable earth fill and topsoil and restored with native vegetation.

Erosion and sediment control measures will be installed prior to deconstruction activities and will be maintained until restoration of the site is completed. Protection measures include a stabilized construction entrance, silt fence, concrete washout stations, and ground stabilization practices. The owner/operator will restore the surface of the project site to its pre-construction condition. See *Site Restoration* section for additional information.

If at the time of decommissioning existing regulations require creation and approval of a Sediment and Erosion Control Plan for the deconstruction work, the owner/operator will submit such a plan to the appropriate jurisdictional authority. Deconstruction work at the site will not commence until approval is granted and all erosion control measures are installed.

Noise levels at and near the project site will temporarily increase during deconstruction of the facility. Efforts will be made to minimize the nuisance, such as using proper equipment for removal of the support piles and electrical equipment. Hours of work are assumed to be limited to 8 a day and during daylight. Vehicle traffic in the area may increase temporarily due to crew and equipment movements. A road use agreement may be required by the highway authority during decommissioning work. The contractor will provide appropriate sanitary facilities on site for the workers.

Material Disposal

Many of the components that comprise the solar energy generation facility can be reused or recycled. The deconstruction contractor will take care during disassembly of the photovoltaic panels and electric equipment to prevent damage to reusable elements. Other salvageable materials will be collected, stockpiled, and removed from the site for reuse or recycling. Materials without salvage value will be removed and disposed of in accordance with applicable local, state, and federal regulations.

Pivot Energy (or current owner/operator) and the deconstruction contractor will make best efforts to salvage materials for reuse or recycling. Materials anticipated to be recycled or salvaged for reuse include PV panels, panel framework and support piles, panel tracker equipment, power inverters, electrical transformers, electric panels and equipment, equipment enclosures, conduits and handholes, electric cable, fencing, concrete foundations and slabs, and gravel. With permission from the landowner, gravel from the access driveway, road and parking areas may be reused as general fill on-site as part of the restoration process.

All materials not salvaged for reuse will be separated and sorted for recycling or disposal prior to transport from the site. After all materials have been removed the contractor will perform a thorough walkdown of the site and adjacent land to collect and remove any debris or trash that remains from the deconstruction process. Erosion control measures will remain in place and be maintained until site restoration is completed and then be removed for disposal.

Site Restoration

The objective of the restoration phase of the decommissioning is to restore the project site to the topographic and vegetated conditions that existed immediately prior to construction of the solar energy generation facility. Ground that was altered or disturbed for construction and de-construction of the facility will be filled and/or graded to approximate the elevation and contour of the land pre-construction. Composition and quality of soil to be imported for filling and grading purposes will be coordinated with the landowner.

Filling will be required in areas where gravel has been removed, including the access road, vehicle parking and vehicle turnaround areas. Filling will also be required at locations of electrical equipment foundation removal. The areas will be graded to blend with the slope and elevation of adjacent ground. If the access road entrance driveway is removed as part of the decommissioning, grading will be required to re-establish the cross-sectional shape and longitudinal slope of the roadside drainage ditch.

After removal of the fencing, PV panels, support framework, and piles, the area previously occupied by the solar array will be evaluated to determine the type and amount of restoration needed. Holes and ruts will be filled with approved soil and graded to blend with adjacent ground. Areas of uneven ground that have developed as a result of facility operations and that may inhibit drainage of stormwater will be contoured to re-establish unobstructed flow of runoff. Since no site grading is proposed for installation of the solar array it is anticipated that there will be minimal to no need for regarding the project site, outside those areas specifically noted herein.

All areas of bare ground within the project limits will be stabilized with a seed/mulch covering applied by hydroseeding. Composition of seed mix will be coordinated with the landowner and in compliance with applicable county regulations. Mix and application method for seeding within State Route 9 right-of-way, if required, will be coordinated with the applicable jurisdiction.

Sediment and erosion control measures will remain in place until vegetation is established, as defined by applicable regulations. Any area disturbed by the removal of erosion control measures will be suitably repaired with topsoil and seed to promote the infill of vegetated groundcover.

Permitting Requirement

Based on current regulatory requirements, the following approvals and/or permits will be required for decommissioning work to be performed:

- Coverage under "General NPDES Permit No. ILR10" for Storm Water Discharges from Construction Site Activities, administered by the Illinois EPA
- Building or Site Development Permit, administered by local and/or county authority

The applicability of these approvals/permits will be reviewed at the time of decommissioning. At that

time, the owner/operator will also review and apply for any new regulatory approvals that may have been enacted after the facility was put into operation.

Schedule

The duration of the decommissioning process is anticipated to be five to eight (5-8) months. This includes time for application for permit approvals, mobilization, and deconstruction/restoration of the site. Once the facility is disconnected from the power grid, activities to remove all materials and restore the site are anticipated to be completed within 5 months. Deconstruction and restoration work will occur outside of the winter season.

Decommissioning Cost Estimate

The estimated cost to deconstruct the solar energy generation facility and restore the land is provided as *Exhibit A – Probable Decommissioning Cost*. Pricing is based on current labor, equipment, and material costs for similar work in the region. It is anticipated that the estimate will be reviewed every five (5) years and adjusted as necessary to reflect changes in unit costs and/or external influences on the scope of work.

According to the Solar AIMA, the Financial Assurance shall be phased in over the first eleven (11) years of the project as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide Vermilion 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 Vermilion 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 Vermilion 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.

- - End of Plan - -

Exhibit A – Probable Decommissioning Cost

PROBABLE DECOMMISSIONING COST
VERMILION 3 SOLAR PROJECT

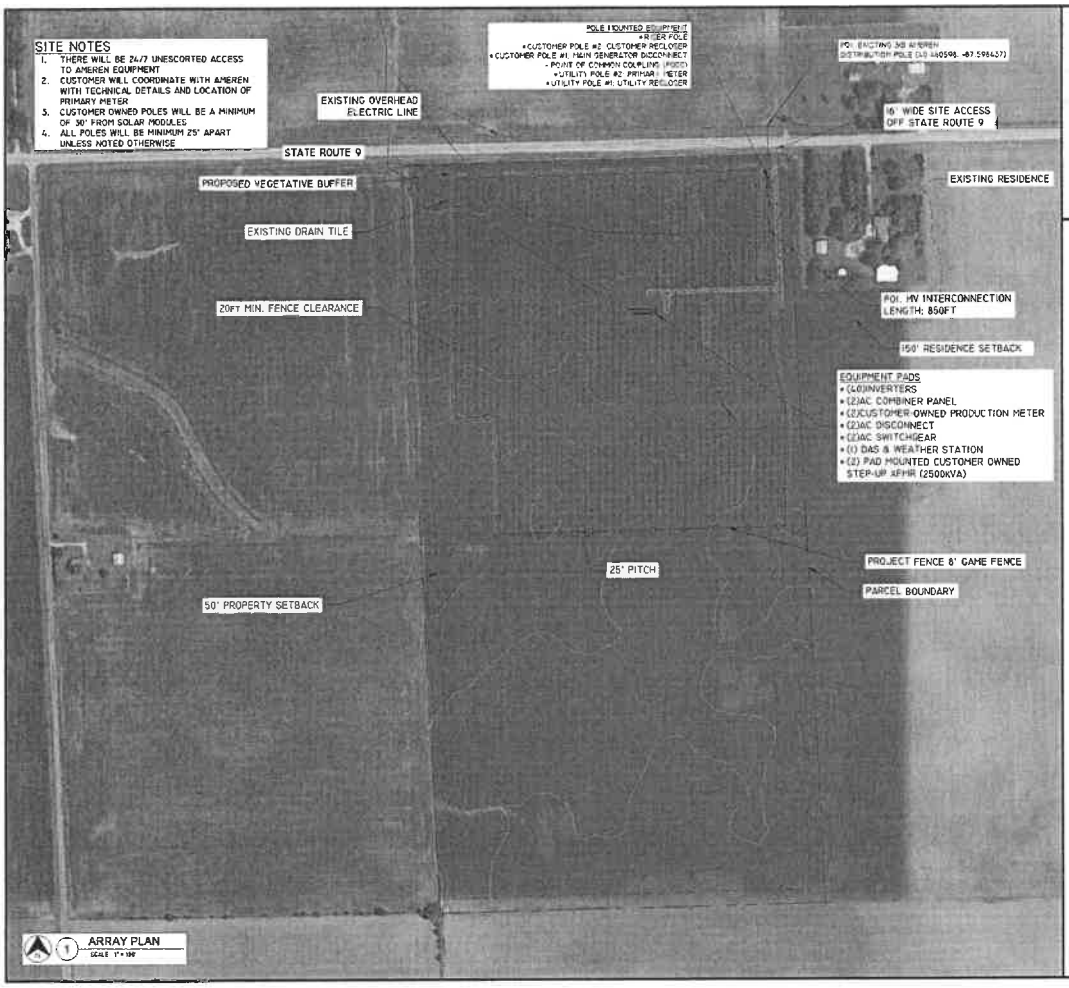
hbk ENGINEERING
A EQUANTA SERVICES COMPANY

DC System: 6960.00 kW
AC System: 5000.00 kW

Date: 6/9/2025

ID	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	ITEM TOTAL	TOTAL
	DECONSTRUCTION					
1	PV Panel Removal	12,000	EA	$2.47	$29,681.65	
2	Inverter, Disconnection and Removal	40	EA	$924.23	$36,969.34	
3	Transformer, Disconnection and Removal	2	EA	$6,160.75	$12,321.51	
4	Racking Piles Removal (~17' long, 11 lbs/ft, ~1 per 5 modules)	2,400	EA	$25.97	$62,316.99	
5	Racking (torque tubes & supports, 8 tubes/day, 10 lbs/ft)	7	EA	$190.03	$1,330.24	
6	Tracker Motors (50 lbs/motor)	7	EA	$41.65	$291.56	
7	DC Wiring (~0.05 lbs/ft)	195,600	LF	$1.06	$207,684.69	
8	AC Wiring (~0.37 lbs/ft)	31,440	LF	$0.51	$15,932.53	
9	Fencing (~3 lbs/ft)	4,731	LF	$3.05	$14,441.97	
10	General Demolition	2	DAYS	$3,949.11	$7,898.22	
11	Utility Pole Removal	5	EA	$482.63	$2,413.14	
12	Landscaping Removal	1	LS	$5,019.34	$5,019.34	
13	Culvert Removal	1	DAYS	$6,160.75	$6,160.75	
14	Switchgear (2500 lb), Disconnection and Removal	10	EA	$12,321.51	$123,215.05	
15	Electrician Crew	5	DAYS	$2,413.14	$12,065.71	
16	Equipment Pad, Removal	1	LS	$1,809.86	$1,809.86	
17	Transportation Costs (2 trucks/day, 80 days, 8 hrs/day, $80/hr)	160	Truck-days	$772.21	$123,552.89	
	SUBTOTAL					$663,105.43
	SITE RESTORATION					
18	Seeding (hydroseed)	30	AC	$6,636.14	$199,084.25	
19	Site Cleanup	30	AC	$603.29	$18,098.57	
20	Excavation, Material Removal (gravel, concrete)	745	CY	$24.13	$17,977.91	
	SUBTOTAL					$235,160.73
	OTHER COSTS					
21	Contractor Profit	10%	%	$898,266.16	$89,826.62	
22	Contractor Overhead	5%	%	$898,266.16	$44,913.31	
23	Contractor Insurance	2%	%	$898,266.16	$17,965.32	
24	Permit Fees	1	LS	$2,412.68	$2,412.68	
25	Mobilization	1	LS	$12,063.39	$12,063.39	
	SUBTOTAL					$167,181.31
	SALVAGE COSTS					
26	Modules Available for Reuse/Repurposing in 2029	12,000	EA	-$56.57	-$678,852.00	
27	Cost of Recycling Modules in 2029	0	EA	$25.95	$0.00	
28	CPS SCH125KTL Inverter Scrap Value	40	EA	-$36.54	-$1,461.50	
29	Transformer Scrap Value	2	EA	-$7,525.50	-$15,051.00	
30	MV Cable Scrap Value	31,440	LF	-$0.12	-$3,622.45	
31	Cable Scrap Value	195,600	LF	-$0.15	-$29,338.24	
32	Scrap Steel	591,600	LB	-$0.10	-$61,408.08	
	SUBTOTAL					-$789,733.28
	GRAND TOTAL (Excluding Salvage Costs)					**$1,065,447.47**
	GRAND TOTAL (Including Salvage Costs)					**$275,714.19**
1.	Costs derived from 2021 RS Means manual Sitework & Landscape Costs, extrapolated to 2025 using ENR Construction Cost Indexes.					
2.	Material salvage values are based upon estimated 5 year future salvage values.					

Exhibit B – Site Plan



SYSTEM SPECIFICATIONS

- SYSTEM SIZE: 6960.00 kW_{DC} / 5000 kW_{AC}
- ENERGY YIELD: 1898MWh/kWP/YEAR
- ANNUAL OUTPUT: 11107MWh/YEAR
- P.: MODULE (12000) SILFAB SIL-580 GX+ 580W
- INVERTER (40) CPS SCH125KTL-DO/US-600 125kW
- RACKING: (6) 4TI DURATRACK SINGLE-AXIS TRACKER
- GROUND COVERAGE RATIO: 0.30
- FENCED AREA: 30.00acres

SITE SPECIFICATIONS

- PARCEL ID: 04-18-200-005
- ZONING SETBACKS: 50' FROM PARCEL BOUNDARY & 150' FROM NON-PARTICIPATING RESIDENCES
- UTILITY: AMEREN
  - ** INTERCONNECTION SERVICE VOLTAGE: 12.47kV
- ASHRAE 2% AVG HIGH TEMP: 33°C
- ASHRAE EXTREME LOW TEMP: -23°C

LEGEND

- ACCESS ROAD
- AREA OF INTEREST
- HIGH VOLTAGE OVERHEAD ELECTRICAL LINES
- MEDIUM VOLTAGE OVERHEAD ELECTRICAL LINES
- MEDIUM VOLTAGE UNDERGROUND ELECTRICAL LINES
- LOW VOLTAGE ELECTRICAL LINES
- FENCELINE
- PARCEL BOUNDARY
- FIRE ACCESSWAYS
- FLOOD PLAIN
- OBSTRUCTIONS
- SETBACKS
- TREE REMOVAL
- VEGETATIVE BUFFER
- WETLAND AREA

REV	DRAWN	DATE	DESCRIPTION
3	JCL	2025.10.7	POST PANEL DESIGN
2	JCL	2025.09.24	ZONING TRANSITION ADDED BEFORE TILE & PUBLIC INFO
1	JCL	2025.08.25	ZONING SUBMITTAL
0	JCL	2025.08.15	PRE-PANEL DESIGN

THIS DOCUMENT IS THE PROPERTY OF PIVOT ENERGY, LLC AND CONTAINS PROPRIETARY INFORMATION. THIS DOCUMENT SHALL NOT BE DISCLOSED TO OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF PIVOT ENERGY.

Pivot Energy

401 NORTH MICHIGAN AVENUE, SUITE 1114
CHICAGO, IL 60611
PHONE: 312.583.6762

VERMILION SOLAR 3 LLC
(RECORD FAMILY FARMS)
(40.5969722, -87.5905.53)
Grant, IL 60942

DATE: 2025.10.24

E100
ARRAY PLAN

EXHIBIT B

AIMA

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Vermilion Solar 3 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).

Vermilion Solar 3 LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 5 MW AC Commercial Solar Energy Facility in Vermilion County [GPS Coordinates: (40.4605, -87.6031)], which will consist of up to 28.3 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 Vermilion Solar 3 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

By: Jerry Costello II, Director

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

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

7/5, 2024

Vermilion Solar 3 LLC

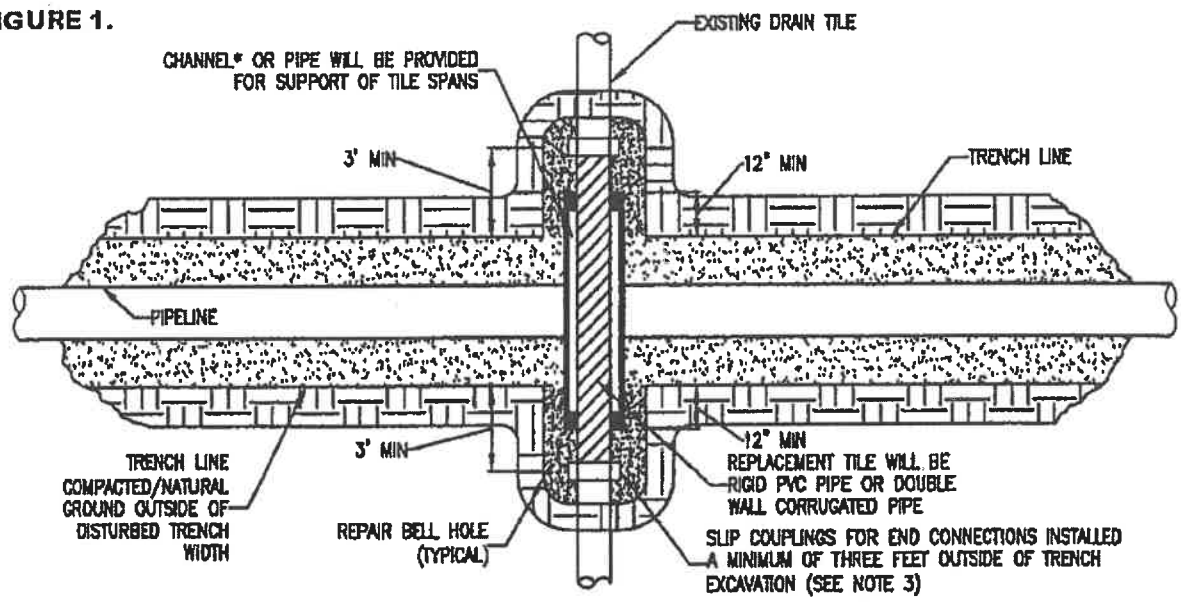
By Elizabeth Reddington

444 W Lake St, Floor 1700, Chicago, IL 60606

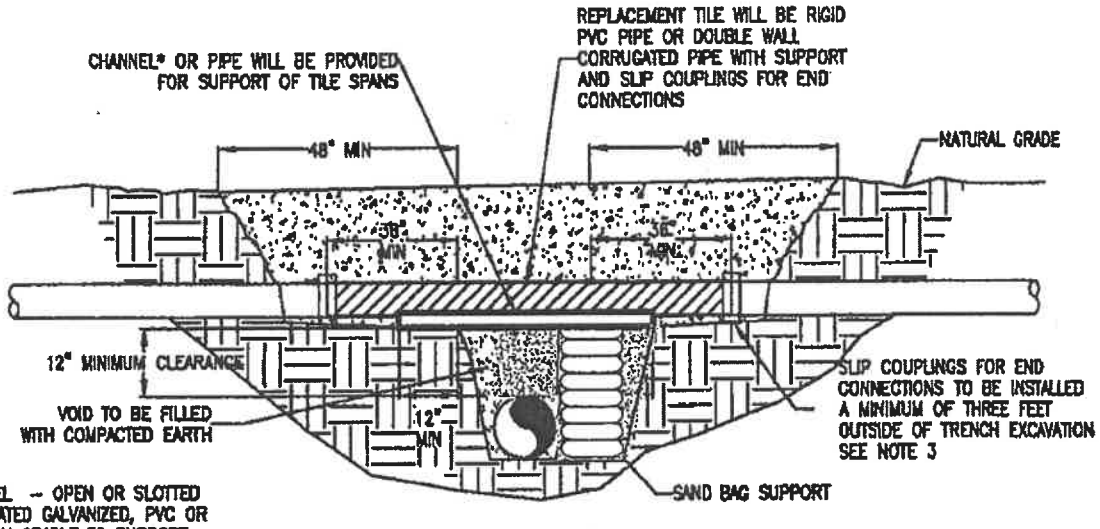
Address

June 18, 2024

FIGURE 1.



PLAN
N.T.S.



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

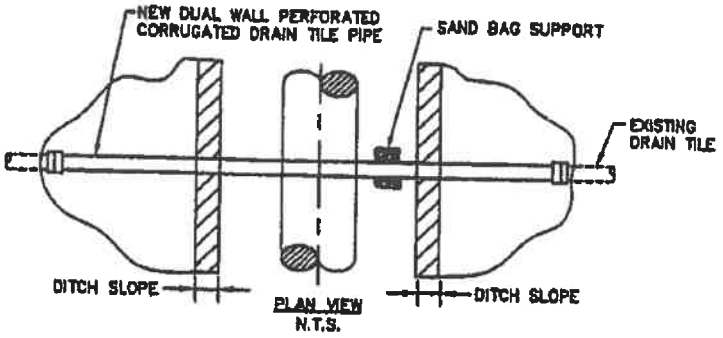
CROSS SECTION
N.T.S.

NOTE:

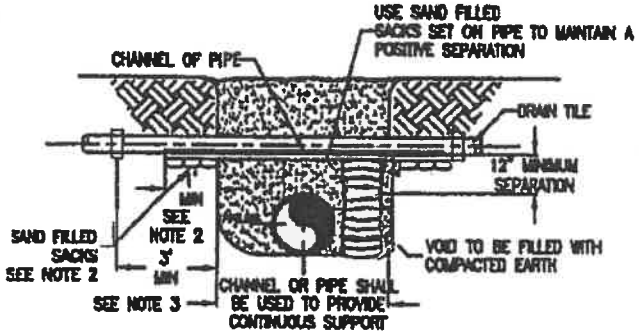
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR 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.

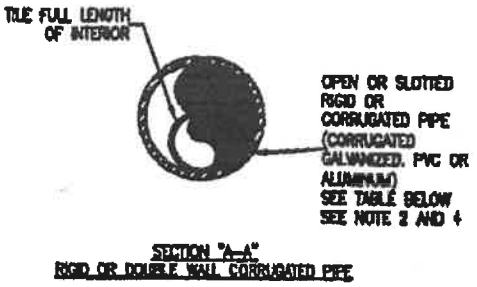
TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



PLAN VIEW





END VIEWS

MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4"-6"	5" @ 6.7 #/ft	6"	STD. WT.
8"-9"	7" @ 9.8 #/ft	8"-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

This bond replaces and supersedes Accelerant National Insurance Company Bond No. N0029SU001143

Bond No. N0029SU001143

DECOMMISSIONING BOND

KNOW ALL BY THESE PRESENTS: That we, Vermilion Solar 3 LLC, as Principal, and Accelerant National Insurance Company, a corporation duly authorized under the laws of the State of Delaware, as Surety, are held and firmly bound unto Vermilion County, IL, as Obligee in the maximum aggregate penal sum of One Million Sixty-Five Thousand Four Hundred Forty-Seven and 47/100 Dollars ($1,065,447.47), lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into an agreement whereby principal agrees to complete decommissioning in accordance with the Vermilion Solar 3 LLC 5 MW AC Solar Facility Decommissioning Plan, which said agreement, dated June 9, 2025, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of the decommissioning referred to in said agreement.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH THAT if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all thing stand to and abide by, and well and truly keep and perform the decommissioning provisions in said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

PROVIDED, HOWEVER that if the Principal fails to respond to the Obligee's notice of default or fails to perform its decommissioning responsibilities as outlined in said agreement, the Surety shall promptly and at the Surety's election and expense take one of the following actions:

1. Arrange for the Principal, with consent of the Obligee, to perform and complete the decommissioning; or
2. Undertake to perform and complete the decommissioning itself, through its agents or through independent contractors in accordance with the Decommissioning Agreement; or
3. Waive its right to perform and complete decommissioning under the agreement, and after investigation, determine the amount for which it may be liable to the Obligee, as the case may be, and as soon as practicable after the amount is determined, but in no even later than 60 days after the notice of default or demand from the Obligee, tender payment therefore to the Obligee, as the case may be.

Notwithstanding anything contained in the agreement to the contrary, the liability of the Principal and Surety under this bond is limited to the term beginning July 24, 2025 and ending July 24, 2026 , and any extensions or renewals of the referenced agreement shall be covered under this bond only when consented to in writing by the Surety. It is further agreed that refusal by the Surety to extend the term of this bond shall not constitute a default by the Principal, and shall not give rise to a claim or demand against the Surety under this bond. In the event the Surety elects not to renew this bond, the Surety shall provide the Obligee with at least sixty (60) days written notice prior to any annual renewal of the Surety's intent to terminate this bond.

In no event, shall the liability of the Surety exceed the maximum aggregate penal sum to the Obligee, regardless of the number of years this bond is extended or renewed, unless Surety undertakes decommissioning pursuant ot paragraph 2 above in which case the Surety shall perform full decommissioning regardless of costs under the terms of the Agricultural Impact Mitigation Agreement governing the project and the terms of the Decommissioning Agreement.

No assignment by the Principal shall be effective without the written consent of the Surety.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 24th day of July, 2025.

Vermilion Solar 3 LLC

By: _____

Accelerant National Insurance Company

By: _____
Senia Hernandez, Attorney-in-Fact