Illinois Department of Natural Resources
JB Pritzker, Governor • Natalie Phelps Finnie, Director
One Natural Resources Way • Springfield, Illinois 62702-1271
www.dnr.illinois.gov

Montgomery County
Litchfield
IL-16, east of Litchfield Lake
Sections:35,36-Township:9N-Range:5W,
Sections:1,2-Township:8W-Range:5W
ARG-2299, IEPA
New Construction, Montgomery-Ellinger Solar

PLEASE REFER TO: SHPO LOG #013061124

July 19, 2024

William Martin
Emmons & Olivier Resources, Inc.
1002 Quartz Ave.
Boone, IA 50036

The Illinois State Historic Preservation Office is required by the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17 IAC 4180) to review all state funded, permitted, or licensed undertakings for their effect on cultural resources. Pursuant to this, we have received information regarding the referenced project for our comment.

Our staff has reviewed the specifications under the state law and assessed the impact of the project as submitted by your office. We have determined, based on the available information, that no significant historic, architectural, or archaeological resources will be affected within the proposed project area.

According to the information you have provided there is no federal involvement in your project. Be aware that the state law is less restrictive than the federal cultural resource laws concerning archaeology. If your project will use federal loans or grants, need federal agency permits, use federal property, or involve assistance from a federal agency then your project must be reviewed under the National Historic Preservation Act of 1966, as amended. Please notify us immediately if such is the case.

This approval remains in effect for two (2) years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the Illinois Human Remains Protection Act (20 ILCS 3440).

Please retain this letter in your files as evidence of compliance with the Illinois State Agency Historic Resources Preservation Act.

If further assistance is needed, please contact Jeff Kruchten, Principal Archaeologist, at 217/785-1279 or jeff.kruchten@illinois.gov.

Sincerely,

Carey L. Mayer

Carey L. Mayer, AIA
Deputy State Historic
Preservation Officer

EXHIBIT E – AGRICULTURAL IMPACT MITIGATION AGREEMENT

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Montgomery IL Solar 1, LLC

and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
Montgomery 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).

Montgomery IL Solar 1, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 4.99 MWac Commercial Solar Energy Facility in Montgomery County [GPS Coordinates: 39.1759, -89.6013], which will consist of up to 31.44 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 Montgomery IL Solar 1, 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 Montgomery 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 Nordsiek

By Clay Nordsiek, Deputy General Counsel

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

8/1, 2024

Montgomery IL Solar 1, LLC

Bridget Callahan

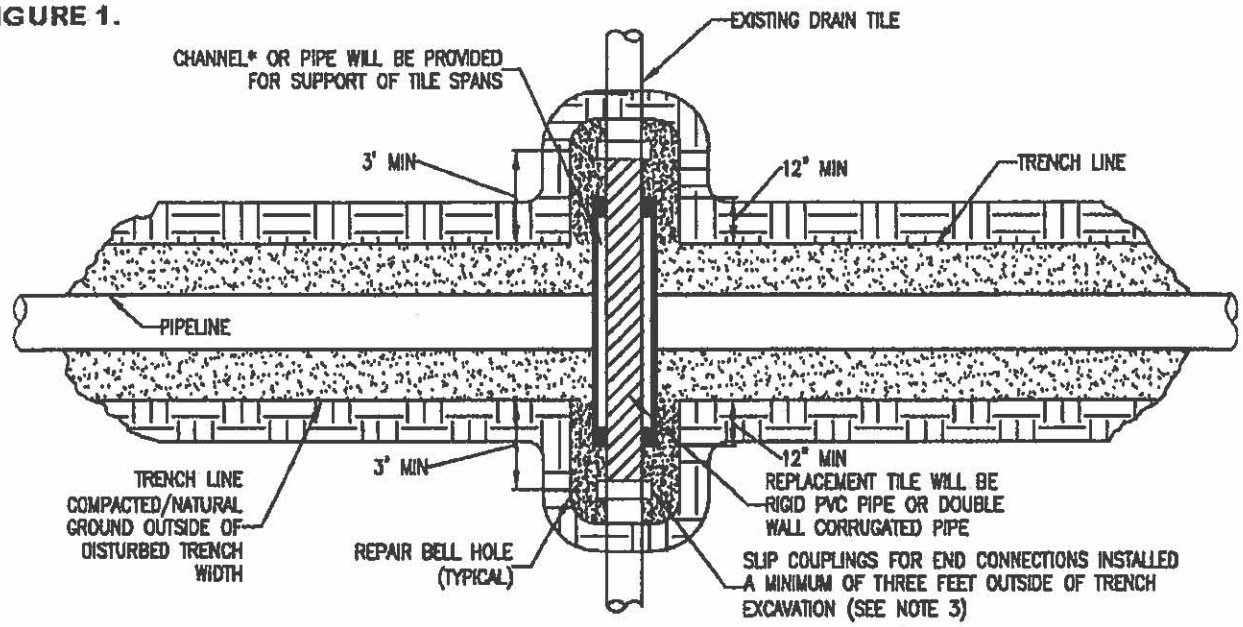
By Bridget Callahan

1000 Wilson Blvd #2400, Arlington, VA 22209

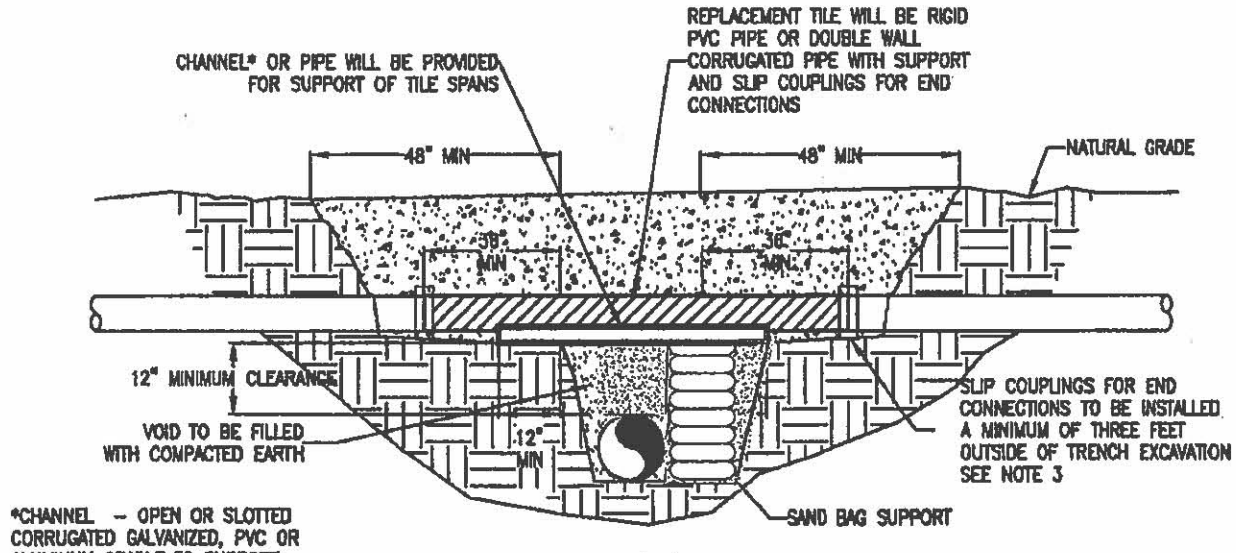
Address

July 16, 2024

FIGURE 1.



PLAN
N.T.S.



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

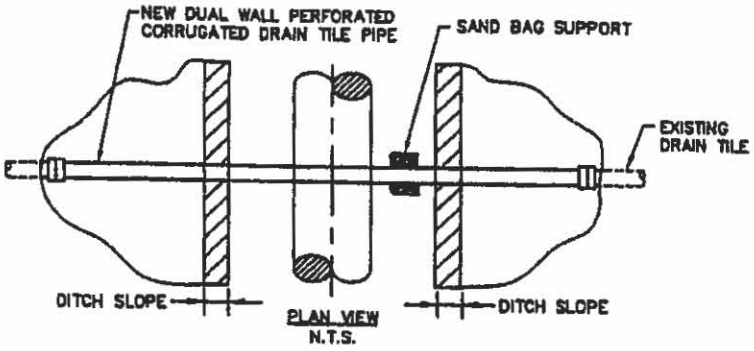
CROSS SECTION
N.T.S.

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.

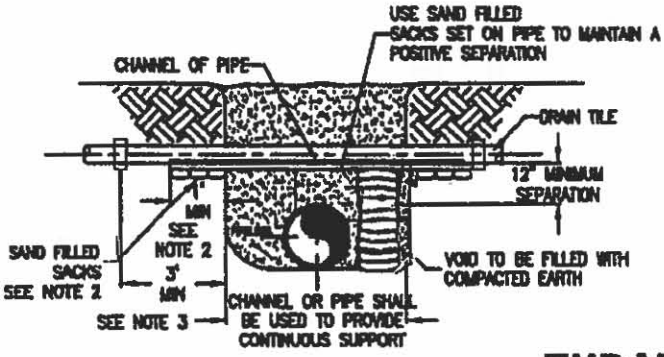
TEMPORARY DRAIN TILE REPAIR

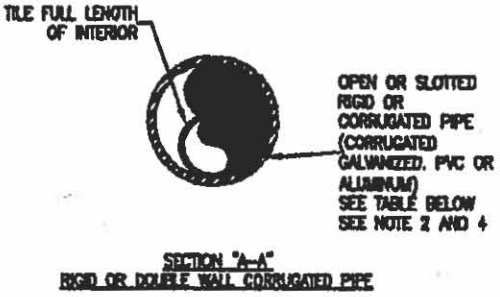
FIGURE 2.



PLAN VIEW
N.T.S.

PLAN VIEW





SECTION "A-A"
RIGID OR DOUBLE WALL CORRUGATED PIPE

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.
8"-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 F – DECOMMISSIONING PLAN

May 22, 2025

DECOMMISSIONING PLAN

Montgomery – Ellinger
Montgomery County
E Illinois Route 16
Litchfield IL 62056
Lat, Long: 39.175908, -89.601318

Prepared by: Summit Ridge Energy

Dale Johnson, PE
License Expiration: 11/30/2025

1000 Wilson Boulevard, Suite 2400
Arlington, VA 22209 | 202.558.2340
srenergy.com

Table of Contents

ATTACHMENTS

OVERVIEW

Summit Ridge Energy (SRE) has prepared this Decommissioning Plan for a proposed Solar Generating Facility (SGF) in Montgomery County, Illinois called Montgomery-Ellinger. The site is located on an agricultural site off East Illinois Route 16.

The purpose of the Plan is to provide the general scope of work and construction cost estimate for the decommissioning and assurance process. This document outlines the decommissioning activities required to restore the Small Solar Energy System site to a meadow condition that existed prior to construction of the Solar Energy Facility after a 40-year design life.

The solar system will produce power using photovoltaics (PV) panels mounted on ground supported galvanized metal piles. The facility will generally include equipment pads, perimeter security fencing, underground electrical conduits, overhead wires and utility poles, and a gravel access driveway. The energy generated from the system will be supplied to public utility grid. The major civil infrastructure quantities have summarized below, with the full detailed list provided in Attachment 1:

- Gravel Driveway – 28,137 Square Feet
- Perimeter Fence – 4,956 Linear Feet
- Equipment Pads (2) – 1,340 Square Feet
- Solar Modules – 12,550 Hanwah Q.peak

The decommissioning cost assessment has been split between solar facility dismantlement, disposal, and site restoration, which reflect that overall decommissioning process. The reported costs include labor, materials, equipment, contractor's overhead, contingency, and profit; the labor costs have been estimated using regional labor rates.

DISMANTLEMENT AND DEMOLITION

The dismantling and demolition of the Facility shall include the removal of all solar electric systems, buildings, cabling, electrical components, roads, foundations, piles, poles, fences, and any other associated facilities.

A significant amount of the components of the photovoltaic system at the Facility will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and modules. Due to their resale monetary value, these components will be dismantled and disassembled rather than being demolished and disposed. It is anticipated that materials may be salvaged and some of the costs recovered.

Following coordination with the local power company regarding timing and required procedures for disconnecting the Facility from the electrical grid, all electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is running through them before proceeding. All electrical connections to the panels will be cut at the panel and then removed from their framework by cutting or dismantling the connections to the supports. Modules, inverters, transformers, meters, fans, lighting fixtures, and other electrical structures will be removed. The photovoltaic mounting system framework will be dismantled and recycled. The galvanized support piles will be completely removed and recycled.

The term "hazardous" will be defined by the laws and regulations in effect at the time of decommissioning. Disposal of these materials at a landfill will be governed by State and Public Local Laws of the Authority Having Jurisdiction (AHJ) and including the Code of Illinois Regulations (COILR) governing waste disposal at surrounding area landfills, and as may be amended from time to time.

Finally, all associated structures will be demolished and removed from the site for recycling or disposal, but no later than within 90 days after the end of energy production. Any facility unutilized for a continues period of 12 months will be considered abandoned. The Owner shall decommission the project within 12 months of abandonment. The owner or operator shall notify the AHJ by certified mail of the proposed date of discontinued operations and plans for removal. This will include the site fence, gates, access driveways, equipment foundations, and underground cables, which will likely be reclaimed or recycled. Landscape or grading may remain if a written request is submitted by the landowner and a waiver is granted by the Board of Supervisors.

Consultation with the landowner will determine if the access driveway should be left in place for their continued use. If the driveway is preferred to remain, the landowner will submit a request to the Board of Supervisors that such driveway remain. If the access driveway is deemed unnecessary, the contractor will remove the access driveway and restore this area with native soils and seeding. The gravel surface and base course will be removed completely. Any "clean" concrete will be crushed and disposed of off-site or recycled (reused either on- or off-site). Sanitary facilities will be provided on-site for the workers conducting the decommissioning of the Facility. Abandoned underground conduits/raceways will be capped at each end. Above ground lines and all poles will be removed, along with associated equipment (isolation switches, fuses, metering) and holes will be filled with clean topsoil.

Erosion and sediment control measures are required during the decommissioning process. These measures include a stabilized construction entrance, silt fence, concrete washout stations, and ground stabilization practices. The owner/operator will restore the project location to a vegetated meadow condition.

As with the project's construction, noise levels during the decommission work will increase. Proper steps will be followed to minimize the disturbance, such as using proper equipment for removing the support piles. Work hours are assumed to be 8 hours a day, during daylight. Also, road traffic in the area may increase temporarily due to crews and equipment movements.
Further details of the on-site stabilization are included in subsequent sections.

DISPOSAL OR RECYCLING OF MATERIAL

During the decommissioning phase, a variety of excess materials can be salvaged. Most of the materials used in a solar facility are reusable. Any remaining materials will be removed and disposed of off-site at an appropriate facility. The project general contractor will maximize recycling and reuse and will work with manufacturers, local subcontractors, and waste firms to segregate material to be recycled, reused and/or disposed of properly.

The project developer will be responsible for arranging the collection or recycling of fence, racking piles, PV panels, panel tracker equipment, AC and DC wiring, inverters, and miscellaneous equipment for salvage value.

Gravel may be reused as general fill on site with the property owner's permission. Remaining gravel, geotextile fabric, concrete, and debris need to be separated and transported off-site by truck to the appropriate facilities for recycling and disposal in accordance with federal, state, and local solid waste management regulations.

Acceptable waste facilities could include a local recycling and disposal facility. Local landfills can accept non-recyclable waste; this estimate assumes a cost for the transport and a local disposal fee. For the recyclable metal components, such as steel piles and racking, there are a selection of local metal recyclers/scrap yards, which are available to purchase the components upon decommissioning. We have assumed the transportation and delivery fee to a local metal recycler, for the purposes of this estimate and have excluded any salvage value.

A final site walkthrough will be conducted to remove debris and/or trash generated within the site 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.

SITE STABLIZATION AND RESTORATION

The areas of the Facility that are disturbed (during decommissioning) will require minor grading activities to restore the site to a pre-development condition. Grading is required to establish a uniform and consistent slope; the ground will be stabilized via hydro seeding with the surface treatment approved by the building inspector/planning board, including application of a selected grass seed mix to surfaces disturbed during the decommissioning process. Compacted soils shall be decompacted as agreed to by the landowner. Additionally, minor volumes of soil material will be required to restore the access driveways and concrete equipment pad area. All site stabilization activities will be completed in accordance with the approved Sediment and Erosion Control Plan issued by the local AHJ. At the time of approval of this plan, it is unknown whether a permit will be required for the proposed activities described above.

CURRENT PERMITTING REQUIREMENTS

We anticipate the following permits may be required prior to commencement of the decommissioning work: National Pollution Discharge Elimination Systems (NPDES) and a local Building Permit. Other permits that may be required include site development permit and/or road use agreement. However, because the decommissioning is expected to occur later in the future, the permitting requirements will be reviewed and might be subject to revisions based on local, state, and federal regulations at the time.

SCHEDULE

The decommissioning process is estimated to take approximately sixteen to eighteen (16-18) weeks, but no longer than six (6) months, and is intended to occur outside of the winter season. The decommission must be complete within twelve (12) months after the end of the useful life of the facility.

Per the guidelines outlined in Agricultural Impact Mitigation Agreements (AIMA), and if deemed necessary by the AHJ, a sum equal to ten (10), fifty (50), and one hundred (100) percent of the projected decommissioning expenses must be submitted to the AHJ on or before the first, sixth and eleventh anniversary of the commencement of commercial activities, respectively.

SOLAR DECOMMISSIONING ESTIMATE

The decommissioning estimate is based on regional labor costs and disregards salvage value at the end of a 40-year lifespan. Using publicly available construction cost data from the 2024 RS Means Site Work book, the daily cost for different construction crew types that will be needed to perform the decommissioning work were identified. The duration of each type of activity was assumed e.g. removing modules, piles etc., and the cost for each deconstruction activity was quantified. Using the duration of each subtask, and the cost for a daily crew rate, a total decommissioning cost was calculated.

The total decommissioning cost estimate is **$635,931**; the detailed cost estimate is included below.

ATTACHMENT 1: DECOMMISSIONING ESTIMATE

DECOMMISSIONING COST ANALYSIS
MONTGOMERY - ELLINGER SOLAR PROJECT

UPDATED: 05.22.25

SUMMIT RIDGE ENERGY

Standard Equipment and Work Crews Daily Rates			
Crew	**Labor Hours, Daily total**	**Daily Cost (includes Sub O&P)**	**Comment**
A-3C: Skid Steer78 HP, 1 Equip Operator	8	$ 1,169.70	General Site Work/loading
A-3D: 1 Flatbed Trailer 25 ton, 1 pickup truck, 1 Truck Driver	8	$ 1,088.24	Module Loading
B-10B: 1 Dozer 200 HP, 1 Equipment operator, 0.5 laborer,	12	$ 2,648.93	Remove Driveway, Site restoration
B-12D: 1 Hydraulic Excavator 3.5 CY, 1 Equip operator, 1 Laboror,	16	$ 3,761.86	Remove Piles, excavation etc
B-17: 1 Backhoe 48 HP, 1 Dump Truck 8 CY, 2 laborers, 1 Operator, 1 Driver	32	$ 3,454.23	Material Loading
A-31: 1 Hydraulic Crane 40 ton, 1 Equip operator	8	$ 3,337.44	Material Loading
A-3P: Forklift, 31' reach, 1 operator	8	$ 1,431.37	Equipment and Operator
B-2: 1 Labor Foreman, 4 laborers	40	$ 2,925.60	General Labor
R-1: 1 foreman, 3 electricians, 2 apprentice	48	$ 4,767.60	Skilled Labor
Equip. Rent-Boom, 60', w/ Operator-1 day (sect. 0154-40-0075)	8	$ 571.50	Rental for Overhead line removal

Material and Equipment Removal Unit Rates				
	Hours			**Hours**
Module Removal Rate, module/hour	144		Pile Removal Rate, piles/day	50
Module Wire Removal Rate, hr	0.5		Time to remove overhead lines, LF/hr	50
Time to remove AC/DC lines, LF/hr	100		Time to remove a utility pole/hr	1
Rack Removal Rate (Rack,wire,motor), Strings/hour	6		Inverter Removal Rate, hr/inverter	0.5
Grading Rate, CY/hour	100		Transformer/switchgear Removal Rate, hr/unit	2
Fence Removal Rate, LF/Hr	300		Racking Loading Rate, min/LF	0.1
Silt Fence Install/Removal rates, LF/HR	100		Ground Seeding Rates, Ac/hr	1

DISASSEMBLY & DISPOSAL	QTY		Time to Complete Task, Days	Completed by Crew ID#	Labor Hours/ Total	Cost, $
Remove Modules	12,550	Modules	11	B-2, A-3D, A-3P	616	$ 59,897.31
Remove Inverters	40	EA	3	B-2, R-1	264	$ 23,079.60
Remove Transformer, Switchgear, and misc. electrical equipment(s) loading	2	EA	1	A-31	8	$ 3,337.44
Remove Foundation Piles	2701	EA	7	B-12D, A-3C, A-3D	224	$ 42,138.60
Remove Racking (torque tubes, motor, & supports) Strings	502	Strings	11	A-3D, A-3C, B-12D	352	$ 66,217.80
Remove DC Wiring	5,287	LF	7	R-1, B-12D	448	$ 59,706.22
Remove AC Wiring	1,515	LF	2	R-1, B-12D	128	$ 17,058.92
Remove Fence	4,956	LF	3	B-17	96	$ 10,362.69
Remove Gravel Access Drive	1,042	CY	2	A-3C, B-10B, B-12D	72	$ 15,160.98
Removal Utility Poles	6	EA	1	Rent-Boom Lift	8	$ 571.50
Remove Equipment Pad	2	LS	1	B-12D, B-2	56	$ 6,687.46
SITE RESTORATION						
Re-Seeding and mulching and site cleanup/restoration	34	AC	5	A-3C, B-2	240	$ 20,477
Temporary Erosion and Sediment Control / silt fence	2609	LF	5	B-12D	80	$ 18,809
Construction Entrance	1	EA	1	B-12D	16	$ 3,762
OTHER COSTS			**Unit Cost**			
Transportation to transfer station (Assumes 10 truckloads reqd)	4	MILE	$ 3.05			$ 122.00
Disposal (C&D) (Assumes W6 x 8 x 17 ft Piles)	184	Tons	$ 100.00			$ 183,668.00
Disposal (module weight 75 pounds)	471	Tons	$ 100.00			$ 47,062.50

Notes

1. The crew rates provided are based on regional labor and crew rates per the RS Means: Site Work & Landscape Cost data book version 2024.

Labor Hours Total		2,512
Subtotal	$	578,119
Mobilization Cost, $ (10%)	$	57,812
TOTAL	**$**	**635,931**

ATTACHMENT 2: SITE PLAN

NOTES:

1. THE PROPOSED SITE PLAN IS CONCEPTUAL. FINAL EQUIPMENT SELECTION MAY CHANGE DEPENDING ON AVAILABILITY.
2. PARCEL BOUNDARY LINE AND EXISTING CONDITIONS ARE BASED ON ALTA SURVEY PREPARED BY WIGHTMAN ON JULY 3, 2024.
3. WETLAND DELINEATION HAVE BEEN REFERENCED FROM WETLAND SURVEY PREPARED BY EOR ON JULY 2, 2024. `
4. POINT OF INTERCONNECTION LOCATION IS APPROXIMATE AND WILL BE DETERMINED FOLLOWING A SITE SURVEY BY THE ELECTRICAL UTILITY. POINT OF INTERCONNECTION POLE SERIES TO BE DESIGNED IN ACCORDANCE WITH ELECTRICAL UTILITY STANDARDS.
5. LOCATIONS OF WIRING WITHIN THE SOLAR ARRAY FOR REFERENCE PURPOSES ONLY. ACTUAL ROUTINGS TO BE DETERMINED IN 30% DESIGN STAGE.

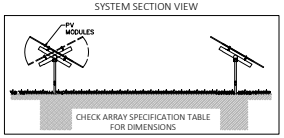
SETBACKS

MINIMUM YARD SETBACK	REQUIRED	PROPOSED
FRONT:	50'	MIN 50'
REAR:	50'	MIN 50'
SIDE:	50'	MIN 50'
FROM RESIDENCE:	150'	MIN 150'
MAXIMUM BUILDING HEIGHT	N/A	~12'

*SETBACKS ARE BASED ON LOCAL ORDINANCE AND/OR ZONING CODE

ARRAY SPECIFICATIONS	
DC SYSTEM SIZE (kW)	7341.75 kW
AC SYSTEM SIZE (kW)	4990 kW
DC/AC RATIO	1.47
MODULE MODEL	Q.PEAK DUO XL-G11S.3/BFG
MODULE POWER	585 W
MODULE COUNT	12,550
RACKING MANUFACTURER	FLEXRACK FLEXTRACK S-SERIES
RACKING QUANTITY	(141) 1x75; (29) 1x50; (21) 1x25; SAT
STRING LENGTH	25
STRING QUANTITY	502
INVERTER TYPE	KACO BLUEPLANET 125-TL3-INT
INVERTER QUANTITY	(38) 125 kW; (2) DERATED TO 120 kW
AZIMUTH	180°
TILT ANGLE / PHI LIMITS	±55°
NOMINAL PITCH (FEET)	18.36
INTER-ROW SPACING (FEET)	10.28
GROUND COVERAGE RATIO	0.440
TORQUE TUBE HEIGHT (FEET)	5.3 MIN; 5.8 DESIGN

SYSTEM SECTION VIEW



LEGEND

- PROPERTY LINE
- LEASE LINE
- FENCE LINE
- SOLAR MODULES
- EQUIPMENT PAD
- 1 FT CONTOURS
- CHAINLINK FENCE GATE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UTILITY POLE
- STORAGE SHED

100 FEET 0 100 200 300
Scale: 1"=100'

REV'S	BY	DESCRIPTION	DATE
1	TJH	MODULE UPDATE	07/29/2024
2	TJH	ADDITIONAL SOLAR TURN POLE	08/15/2024
3	AWS	ALTA SYNC AND DRIVEWAY UPDATES	01/08/2024
4	AWS	MODULE UPDATE	03/20/2025
5	CHH	ADDED VEGETATIVE SCREENING	03/25/2025
6	JMH	MODULE WATTAGE UPDATE & CIVIL SYNC	03/31/2025
7	JMH	RESIDENTIAL SETBACK DISPLAYED	05/09/2025
8	AMA	LEASE AREA CORRECTION	05/21/2025
9	AMA		

DRAWING ISSUE: ☒ PRELIMINARY ☐ PERMITTING ☐ BID ☐ CONSTRUCTION ☐ AS-BUILT ☐ OTHER

SUMMIT RIDGE ENERGY
1007 ORDWAY PLAZA, SUITE 1400
ARLINGTON, VA 22209
WWW.SRENERGY.COM

PE SEAL/CONSULTANT:

NOT FOR CONSTRUCTION

PROJECT:
SOLAR PROJECT
MONTGOMERY - ELLINGER
E ILLINOIS ROUT 16, LITCHFIELD IL 62056
LAT/LONG: 39.1759089575, -89.6013189
UTILITY: AMEREN
COUNTY, TOWN: MONTGOMERY COUNTY, NORTH LITCHFIELD TOWNSHIP
STATE: ILLINOIS

DRAWING TITLE:
CONCEPTUAL SITE PLAN

DWG NO.
C 01

C:\USERS\ALVARORANCA\SUMMIT RIDGE ENERGY\SRE - PROJECTS WORKING FOLDERS\IL-23-0152 ---- IL - MONTGOMERY - ELLINGER\CAD - ENGINEERING\CAD\SHEET FILES_PSHEETS\PV SITE PLANS\

ATTACHMENT 3: CODE OF ORDINANCES

MONTGOMERY COUNTY

Ordinance for Solar Energy Farm and Solar Garden Installations in Unincorporated Montgomery County, Illinois

Adopted by: Montgomery County

April 10, 2018

First Revision: March 12, 1919

Second Revision: June 13, 2023

Third Revision: February 13, 2024

Fourth Revision: July 9, 2024

Fifth Revision: August 13, 2024

Ordinance for Solar Energy Farm and Solar Garden Installations in Unincorporated Montgomery County, Illinois

Amended 8/13/24

ORDINANCE NO. _____

WHEREAS, the Montgomery County Illinois Planning Commission has recommended to the County Board that said amendment be adopted as follows:

A. SCOPE

This article applies to solar energy farm and garden installations in unincorporated Montgomery County, Illinois, other than those areas surrounding municipal limits governed by municipal ordinance.

B. PURPOSE

The purpose of this ordinance is to facilitate the construction, installation, operation and decommission of Solar Farms or Solar Gardens (Solar Energy Systems SES) in Montgomery County, Illinois in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. This ordinance will not impede personal or business solar collector development for the primary use of self-sustaining energy. This ordinance is not intended to replace safety, health or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this ordinance shall not nullify any provisions of local, state or federal law.

C. **DEFINITIONS**

1. *Active Solar Energy System:* A solar energy system whose primary purpose is to harvest energy by transforming solar energy into another form of energy or transferring heat from a collector to another medium using mechanical, electrical, or chemical means.
2. *Application:* Request for the Solar Farm or Solar Garden Permit must be submitted on the application form maintained by the County. Application may be modified from time to time by the County in order to provide sufficient information for permitting decisions to be made. (See EXAMPLE in Appendix A.)
3. *Aviation Protection:* For solar units located within five hundred *(500')* feet of an airport or within approach zones of an airport, the applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHA T) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federally Obligated Airports, or most recent version adopted by the FAA.
4. *Building-integrated Solar Energy Systems:* An active solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural component of the building. Building-integrated systems include but are not limited to photo voltaic or hot water solar energy systems that are· contained within roofing materials, windows, skylights, and awnings.
5. *Construction Permit:* Formal approval of the application by the County Board. (See EXAMPLE in Appendix B.)
6. *Decommissioning/Deconstruction:* To return the property to its pre-installation state or better as approved in the decommissioning plan.

7. *Grid-intertie Solar Energy System:* A photovoltaic solar energy system that is connected to an electric circuit served by an electric utility company.
8. *Ground-Mount:* A solar energy system mounted on a rack or pole that rests or is attached to the ground. Ground-mount systems can be either accessory or principal uses.
9. *Maximum height:* Solar panel arrays shall be no more than thirty (30') feet in height, not including power lines.
10. *Off-grid Solar Energy System:* A photovoltaic solar energy system in which the circuits energized by the solar energy system are not electrically connected in any way to electric circuits that are served by an electric utility company.
11. *Operating Permit:* After the project is substantially completed, according to approval by the County's designee, an operating permit to produce and sell solar generated power must be issued prior to operation. (See EXAMPLE in Appendix *C.)*
12. *Passive Solar Energy System:* A solar energy system that captures solar light or heat without transforming it to another form of energy or transferring the energy via a heat exchanger.
13. *Photovoltaic System:* An active solar energy system that converts solar energy directly into electricity.
14. *Renewable Energy Easement, Solar Energy Easement:* An easement that limits the height or location, of both, of permissible development on the burdened land in terms of a structure or vegetation, or both, for the purpose of providing access for the benefited land to sunlight passing over the burdened land.
15. *Renewable Energy System:* A solar energy system. Renewable energy systems do not include passive systems that serve a dual function, such as a greenhouse or window.
16. *Set-back:* Minimum distance from a property line, margins of any public road or high water mark of any lake available for public use, stream banks and drainage ditches from which the Solar Farm or Solar Garden is located. The setback set forth herein shall be measured from the exterior of the fencing and gates, which are required around the perimeter of all Solar Farms.
17. *Solar Access:* Unobstructed access to direct sunlight on a lot or building through the entire year, including access across adjacent parcel air rights, for the purpose of capturing direct sunlight to operate a solar energy system.
18. *Solar Farm:* A commercial facility that converts sunlight into electricity, whether by photovoltaics (PV), concentrating solar thermal devices (CST), or other conversion technology, for the primary purpose of wholesale sales of generated electricity. A Solar Farm is the principal land use for the parcel on which it is located.
19. *Solar Garden:* A commercial solar-electric (photovoltaic) array, of no more than five (5) acres in size, that provides retail electric power (or a financial proxy for retail power) to multiple households or businesses residing in or located off-site from the location of the solar energy system. A county Solar Garden may be either an accessory use, when a part of an existing or a proposed subdivision, or a special use if it is a stand-alone garden.
20. *Solar Resource:* A view of the sun from a specific point on a lot or building that is not obscured by any vegetation, building, or object for a minimum of four (4) hours between the hours of 9:00 AM and 3:00 PM Standard time on all days of the year.
21. *Solar Collector:* A device, structure or a part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical, or electrical energy.
22. *Solar Collector SUI/ace:* Any part of a solar collector that absorbs solar energy for use in the collector's energy transformation process. Collector surface does not include frames, supports and mounting hardware.

23. *Solar Daylighting:* A device specifically designed to capture and redirect the visible portion of the solar spectrum, while controlling the infrared portion, for use in illuminating interior building spaces in lieu of artificial lighting.
24. *Solar Energy:* Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.
25. *Solar Energy System:* A device, array of devices, or structural design feature, the purpose of which is to provide for generation of electricity, the collection, storage and distribution of solar energy for space heating or cooling, daylight for interior lighting, or water heating.
26. *Solar Heat Exchanger:* A component of a solar energy device that is used to transfer heat from one substance to another, either liquid or gas.
27. *Solar Hot Air System:* An active solar energy system (also referred to as Solar Ail' Heat or Solar Furnace) that includes a solar collector to provide direct supplemental space heating by heating and re-circulating conditioned building ail'. The most efficient performance typically uses a vertically mounted collector on a south-facing wall.
28. *Solar Hot Water System:* A system (also referred to as Solar Thermal) that includes a solar collector and a heat exchanger that heats or preheats water for building heating systems or other hot water needs, including residential domestic hot water and hot water for commercial processes.
29. *Solar Mounting Devices:* Racking, frames, or other devices that allow the mounting of a solar collector onto a roof surface or the ground.
30. *Solar Storage Unit:* A component of a solar energy device that is used to store solar generated electricity or heat for later use.

D. PERMITTING

1. No Solar Farm or Solar Garden subject to this Ordinance shall be erected, built, or constructed without a Solar Farm or Solar Garden Development Permit having been issued by the Montgomery County Board. A request for siting approval for a commercial solar energy facility, or modification of an approved siting, shall be approved if the request follows the standards and condition imposed within the law and the conditions imposed under state and federal statutes and regulations.
2. Prior to processing any Application for a Solar Farm or Solar Garden, the Applicant must submit a certified check to the County for the non-refundable Application Fee equal to $2,500 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of $250,000. These funds shall be placed in the General Fund. Should the actual costs to the County exceed the submitted Application Fee, the Applicant shall be responsible for those additional costs and shall remit additional funds to the County within 15 days of receipt of a request from the County. No final decisions shall be rendered on an Application if there are Application fees due to the County.
3. The County Board shall not approve any permit until a public hearing is held within **60** days of the application. Notice of the hearing shall be published, by the Montgomery County Clerk's Office, in a newspaper of general circulation in Montgomery County at least once a week for two (2) successive calendar weeks prior to the hearing. The initial notice shall be published the first time not less than ten (10) days or more than twenty-five (25) days before the date fixed for the hearing. In computing such period, the date of publication is not to be included, but the day of the hearing shall be included.
4. A Solar Farm or Solar Garden development in the un-incorporated areas of Montgomery County shall be required to obtain permits and provides fees as applicable to Montgomery County.

5. The County Board may provide for a final site inspection before the facility is authorized to become operational.
6. An emergency contact name and phone number must be posted at the point of access on all solar developments.
7. The permit holder will allow the County, or its Authorized Agent, access to the property within 30 days of an inspection request by the County. In the event of an emergency, the County, or its Authorized Agent, has the right to access the premises.
8. The County will schedule yearly inspections with the developer. The County Board Chair, or Authorized Agent, will perform the inspection at no cost to the developer.
9. The provisions of this Ordinance shall be administered and enforced by personnel of the Montgomery County Board or their authorized agents.
10. Application(s) for Solar Farm or Solar Garden Development Permits shall be accompanied by:
    a. plans for the Solar Farm or Solar Garden in duplicate drawn to scale,
        i. showing the actual dimensions and shape of the parcel or parcels of land upon which the Solar Farm or Solar Garden is to be erected, built or constructed,
        ii. the size and locations of any road(s), lake(s), pond(s), or streams touching on said parcel or parcels of land,
        iii. the location and dimensions of the proposed Solar Farm or Solar Garden,
        iv. the fencing and gates required to be around the exterior perimeter of the same,
        v. the storm water pollution and prevention plan,
        vi. the decommissioning plan,
        b. An Ecological Compliance Assessment Tool (EcoCAT) Sign off.
11. Application shall comply with the standards established by this Ordinance.
12. All copies of the plan must be submitted, signed and sealed by a professional engineer, licensed in the State of Illinois.
13. The County Board shall require an independent engineer, chosen by the County Board, to review plans at the petitioner's expense. Findings by the independent engineering firm are to be submitted to the County Coordinating Office.
14. The Montgomery County Assessor's Office shall maintain a record of all Solar Farm or Solar Garden Development Permits and copies shall be furnished upon request to any interested person.
15. Any order, requirement, decision or determination of the Montgomery County Board and/or Authorized Agent adverse to the interest of an applicant for a Solar Farm or Solar Garden Development Permit shall be provided to the applicant in writing by certified mail, return receipt requested.
16. The failure to obtain any required Solar Farm or Solar Garden Development Permit shall be a Violation of this Ordinance. Further, Solar Farm or Solar Garden Development Permits shall be issued on the basis of applications approved by the Montgomery County Board and shall authorize only the use, arrangement, and construction applied for and approved. Any use, arrangement or construction not in compliance with that authorized shall be a violation of this Ordinance.

E. COMPLIANCE

1. Approved Solar Components: Electric solar energy system components must have a UL listing or approved equivalent and solar hot water systems must have an SRCC rating.
2. Compliance with Building Code: All active solar energy systems shall meet approval of county building code officials, consistent with the International Building Code; and solar thermal systems shall comply with HV AC-related requirements of the Energy Code. Any

county building codes in existence at the time of application will apply and take precedence where applicable.

3. Compliance with State Electric Code: All photovoltaic systems shall comply with the National Electric Code.
4. Compliance with State Plumbing Code: Solar thermal systems shall comply with applicable Illinois State Plumbing Code requirements.
5. Compliance with State Energy Code: All photovoltaic systems and Solar thermal systems shall comply with the Illinois State Energy Code.
6. Compliance with State Drainage Laws: All Solar Energy Systems shall comply with applicable State Drainage Laws.
7. Utility Notification: All grid-intertie solar energy systems shall comply with the interconnection requirements of the electric utility. Off-grid systems are exempt from this requirement.
8. Agricultural Protection: Solar Farms must comply with the Agricultural Impact Mitigation Act (AIMA) statute (505 ILCS 147).
9. Endangered Species and Wetlands: Solar Farm developer(s) shall be required to initiate a natural resource review consultation with the IDNR (Illinois Department of Natural Resources) through the department's online, EcoCAT (Ecological Compliance Assessment Tool) program. Areas reviewed through this process will be reviewed for endangered species and wetlands. The cost of the EcoCA T consultation will be borne by the developer(s)
10. Storm water and NPDES (National Pollutant Discharge Elimination System): Solar farms are subject to the State of Illinois Storm Water Management regulations, erosion and sediment control provisions if adopted and NPDES permit requirements

F. PRINCIPLE USES

1. Solar Gardens: Montgomery County permits the development of unincorporated county Solar Gardens, subject to the following standards and requirements:
    a. Gardens Permitted. Community systems are permitted in all unincorporated districts where buildings are permitted.
    b. Ground-Mount Gardens Special Use. Ground-mount community solar energy systems must be less than five (5) acres in total size. Ground-mount solar developments covering more than five (5) acres shall be considered solar farms.
    c. Interconnection. An interconnection agreement must be completed with the electric utility in whose service territory the system is located.
    d. Dimensional Standards:
        i. All Solar Garden related structures in newly platted subdivisions must comply with setback, height, and coverage limitations for the subdivision in which the system is located. The setback from property lines will be ten (10) feet minimum unless otherwise specified in the subdivision ordinance.
        ii. All Solar Garden related structures in existing platted subdivisions must comply with setback, height, and coverage limitations for the district in which the system is located.
    e. Aviation Protection. For Solar Gardens located within five hundred (500') feet of an airport or within approach zones of an airport, the applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federally Obligated Airports, or most recent version adopted by the FAA.

f. Glare: All solar energy systems shall minimize glare from affecting adjacent or nearby properties. Measures to minimize glare include selective placement of the system, screening on the north side of the solar array, modifying the orientation of the system, reducing use of the reflector system, or other remedies that limit glare.

g. Other Standards. Ground-mount systems must comply with all required standards for structures in which the system is located. All Solar Gardens shall also be in compliance with all applicable local, state and federal regulatory codes, including the International Building Code, as amended; and the National Electric Code, as amended. Health Department requirements for wells and septic systems must be met.

2. Solar Farms: Ground-mount solar energy, designed for providing energy to off-site uses or export to the wholesale market, are permitted under the following standards:

a. Ground Cover and Buffer Areas. Ground-mount systems shall be maintained. Top soils shall not be removed during development, unless part of a remediation effort. Soils shall be planted to and maintained in perennial vegetation to prevent erosion, manage run off and build soil, subject to the Illinois Noxious Weed Law (505 ILCS 100). Due to potential county liability under the Illinois Endangered Species Protection Act (520 ILCS IO/II(b)) it is required that any crops planted be in compliance with all federal and state laws protecting endangered species. This will also include pollinators such as bees. Foundations, gravel or compacted soils are considered impervious. Ground-mount systems shall be exempt from impervious surface calculations if the soil under the collector is not compacted and maintained in vegetation, including any access or service roads. A managed vegetative buffer shall be present and maintained at all times around the perimeter of the exterior of the fencing and gate(s) which are required around the perimeter of all Solar Farm(s) and the setback area.

b. Foundations. A qualified engineer shall certify that the foundation and design of the solar panels racking and support is within accepted professional standards, given local soil and climate conditions.

c. Other Standards and Codes. All solar farms shall be in compliance with all applicable local, state and federal regulatory codes, including the International Building Code, as amended; and the National Electric Code, as amended.

d. Power and Communication Lines. Power and communication lines running between banks of solar panels and to nearby electric substations or interconnections with buildings shall be buried underground according to the National Electric Code. Exemptions may be granted by Montgomery County in instances where shallow bedrock, water courses, or other elements of the natural landscape interfere with the ability to bury lines, or distance makes undergrounding infeasible, at the discretion of the County Board or designated representative.

e. Site Plan Required. A detailed site plan for both existing and proposed conditions must be submitted, showing location of all solar arrays, other structures, property lines, rights-of-way, service roads, floodplains, wetlands and other protected natural resources, topography, electric equipment, and all other characteristics requested by Montgomery County.

f. Setbacks. Projects including multiple, adjoining properties as part of the project plan, need not adhere to this setback at point of connection between the adjoining properties. Solar panels will be kept at least one hundred and fifty (150') feet from a residence. Owners may sign a waiver stating they have agreed to allow the land owner and developer to set closer setbacks than this section. This waver must specifically state terms of the agreement and the County must receive a certified copy from the residence owner.

i. Every Solar Farm shall be setback at least fifty (50') feet from all property lines of the parcel land upon which the Solar Farm is located or to be located.
ii. Every Solar Farm shall be setback at least fifty (50') feet from the right-of- way of any public road.
iii. Every Solar Farm shall be setback at least one hundred and fifty (150') from the nearest point of the outside wall of any occupied community building or dwelling
iv. All setbacks set forth herein shall be measured from the exterior of the fencing and gates which are required around the perimeter of all Solar Farms.

g. Aviation Protection. For solar farms located within five hundred (500') feet of an airport or within approach zones of an airport, the applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federally Obligated Airports, or most recent version adopted by the FAA.

h. Glare: All solar energy systems shall minimize glare from affecting adjacent or nearby properties. Measures to minimize glare include selective placement of the system, screening on the north side of the solar array, modifying the orientation of the system, reducing use of the reflector system, or other remedies that limit glare.

i. Safety Fencing.
i. All Solar Farms shall be fenced around the exterior of the Solar Farm with a fence at least six (6') feet in height but less than twenty-five (25') feet.
ii. All fencing shall be constructed so as to substantially lessen the likelihood of entry into a Solar Farm by unauthorized individuals.
iii. The fencing shall be maintained in serviceable condition. Failure to maintain the fencing required hereunder shall constitute a violation of this ordinance.
iv. The fencing requirements specified hereunder shall continue notwithstanding the fact that a Solar Farm is no longer operational and/or falls into disuse unless and until the solar farm is properly decommissioned.

j. Gates and Locks.
i. All gates to the fences of all Solar Farms shall be at least six (6') feet in height.
ii. All gates to the fences of all Solar Farms shall be equipped with locks and shall be remained locked at all times except for those times when the owner and/or operator, or their respective agents is/are using the gate for ingress and/or egress or is/are otherwise present and monitoring the Solar Farm.
iii. All gates to the fences of all Solar Farms shall be constructed so as to substantially lessen the likelihood of entry into a Solar Farm by unauthorized individuals.
iv. The gates required hereunder shall be maintained in serviceable condition. Failure to maintain the gates required hereunder shall constitute a violation of this ordinance.
v. The gate and lock requirements specified hereunder shall continue notwithstanding the fact that a Solar Farm is no longer operational and/or falls into disuse unless and until such Solar Farm is properly decommissioned.

G. DECOMISSIONING

1. Decommissioning applies to both Solar Farms and Solar Gardens.
2. The Solar Farm or Solar Garden developer or property owner shall include a decommissioning plan consistent with those included in the Department of Agriculture's standard wind farm agricultural impact mitigation agreement, template 81818, or

standard solar agricultural impact mitigation agreement, version 8.19.19, as applicable and in effect on December 31, 2022. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by those agricultural impact mitigation agreements.

H. LEGAL PROVISION

1. Amendments: The Montgomery County Board may periodically amend the terms of this ordinance.
2. Penalties for Violations: After the effective date of this ordinance, any persons who, being the owner or agent of the owner of any land, or project developer, located within the territorial jurisdiction of this ordinance, thereafter proceeds with development of a solar farm or solar garden prior to being approved under the terms of this ordinance shall be fined. Further, violators of this ordinance shall be subject to fine of $1,000 for the first violation and $500 for each additional month the violation is not corrected. The County Coordinating office will be notified of any violations and the County Chair will enforce penalties.
3. After the effective date of this ordinance, no proposed Solar Farm or Solar Garden, as defined in this ordinance and within Montgomery County's jurisdiction, shall proceed with construction until it has been submitted to and approved by the Montgomery County Board and/or Designee in accordance with the provisions of this Ordinance.

Appendix A: EXAMPLE Solar Application
Appendix B: EXAMPLE Construction Permit
Appendix C: EXAMPLE Operating Permit

NOW, THEREFORE BE IT ORDAINED that the Montgomery County Board hereby adopts said Solar Farm or Solar Garden Ordinance.

BE IT FURTHER ORDAINED that the effective date is immediately upon adoption.

Passed and Adopted, this ____day of _____, A.D. 2024, by the County Board of Montgomery County.

_____Attest: _____

Doug Donaldson, Chairman Sandy Leitheiser, County Clerk

ATTACHMENT 4: AGRICULTURAL IMPACT MITIGATION AGREEMENT (AIMA)

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Montgomery IL Solar 1, LLC

and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
Montgomery 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).

Montgomery IL Solar 1, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 4.99 MWac Commercial Solar Energy Facility in Montgomery County [GPS Coordinates: 39.1759, -89.6013], which will consist of up to 31.44 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 Montgomery IL Solar 1, 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 Montgomery 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 Nordsiek

By Clay Nordsiek, Deputy General Counsel

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

8/1, 2024

Montgomery IL Solar 1, LLC

Bridget Callahan

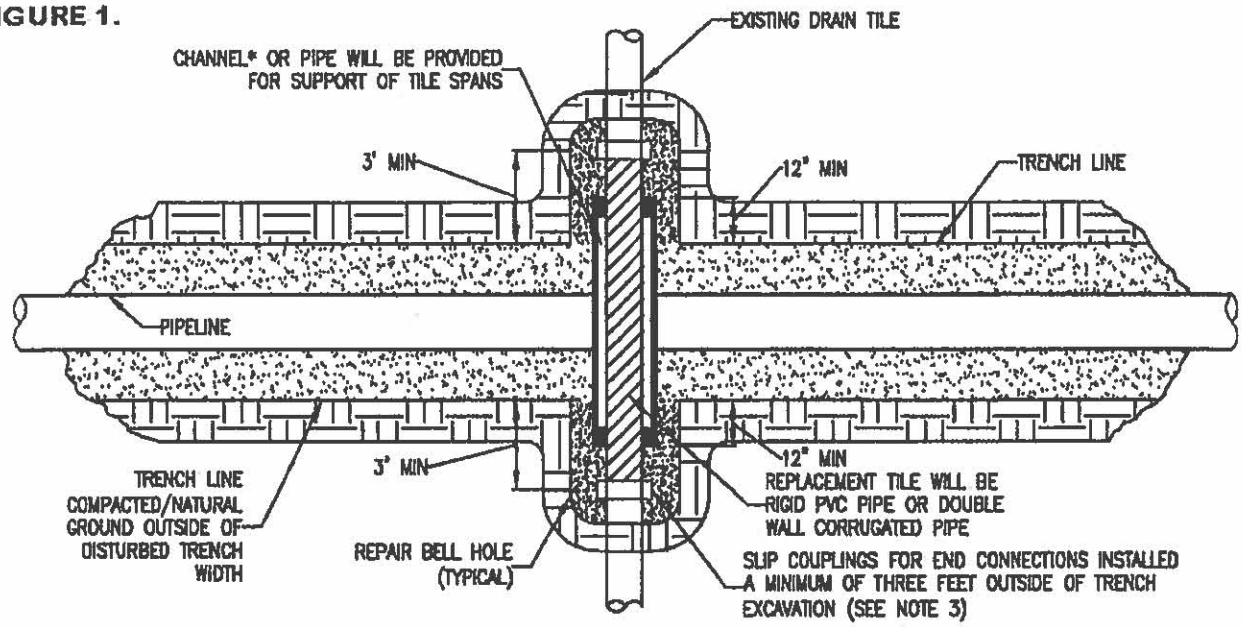
By Bridget Callahan

1000 Wilson Blvd #2400, Arlington, VA 22209

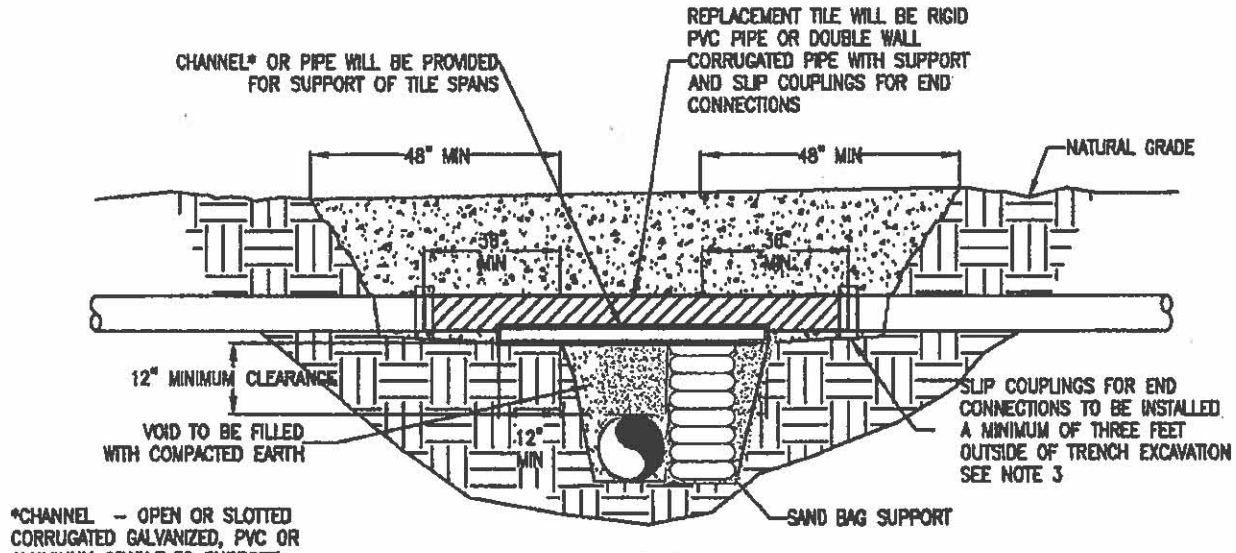
Address

July 16, 2024

FIGURE 1.



PLAN
N.T.S.



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

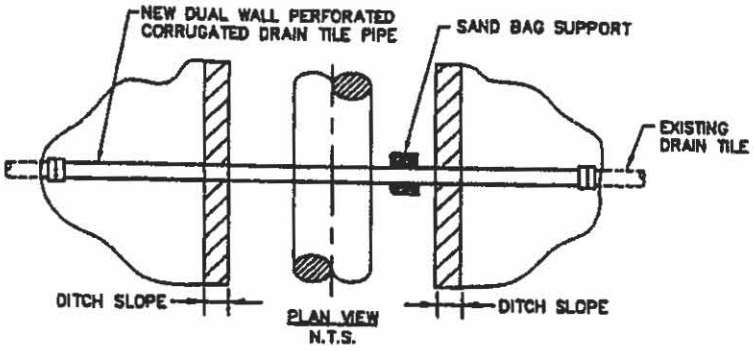
CROSS SECTION
N.T.S.

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.

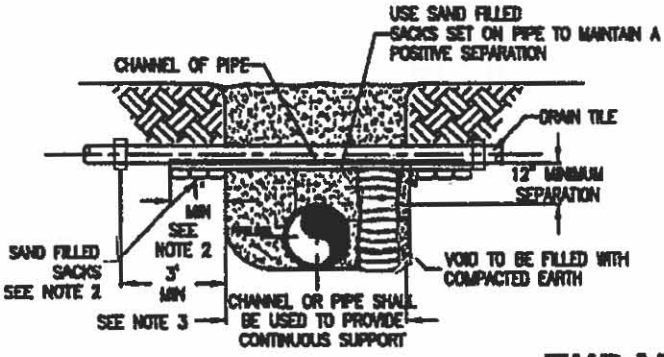
TEMPORARY DRAIN TILE REPAIR

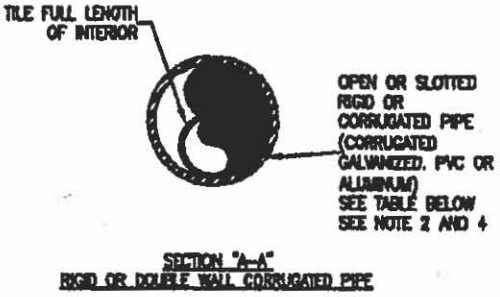
FIGURE 2.



PLAN VIEW
N.T.S.

PLAN VIEW





SECTION "A-A"
RIGID OR DOUBLE WALL CORRUGATED PIPE

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.
8"-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 G – VEGETATIVE MAINTENANCE PLAN

March 18, 2025

VEGETATIVE MAINTENANCE PLAN

IL – SRE – Montgomery – Ellinger
Montgomery County
E Illinois Route 16,
Litchfield IL 62056

Prepared by: Summit Ridge Energy

1000 Wilson Boulevard, Suite 2400
Arlington, VA 22209 | 202.558.2340
srenergy.com

1. Background

The proposed Montgomery Ellinger solar project involves the construction of a 4.99 megawatt alternating current single axis tracker photovoltaic system and supporting infrastructure such as access roads, electrical lines, and perimeter fence.

Following construction of the solar facility, disturbed grounds will be re-established with low growth/low maintenance ground cover. The vegetative maintenance contractor will be responsible for inspecting and maintaining the vegetative integrity of the solar facility. The contractor will conduct on-site activities during growing months at the frequency of approximately 2-3 times per year. The contractor is expected to adjust site maintenance frequency based on time of year and weather conditions. To avoid rutting, erosion, and soil compaction, weather forecasts will be consulted, and on-site field inspections will be conducted prior to mowing or cutting to ensure that the practices occur when the site is able to withstand this type of activity.

It is important to note this scope of work covers work along the access road and within the fence line of the project. Remaining lands outside the fence will continue to be utilized for agricultural purposes and maintained by the landowner or their representative.

2. Site Activities

1. *Perimeter Maintenance:*

- The perimeter fence line will be inspected for items of trash, that may have accumulated since the previous site visit. These items will be collected and disposed of offsite. Vegetative growth along the fence line will also be trimmed and maintained to prevent the growth of weeds or tall grasses.

2. *Mowing:*

- Mowing is a three-step process. First, the mower or bush hog trims the large areas. Second, trimmers are used to cut around structural elements and other places the mower couldn't reach. Finally, any vegetation that was thrown and stuck to the modules will be cleaned off. Additionally, spot-mowing is recommended for reducing invasive plants while native species are becoming established. Spot-mowing should be done at a raised height to avoid damaging native plants.

3. Site Inspections:

- During each maintenance visit, the site will be inspected for signs of erosion. Any areas of concern will be immediately communicated to the project owner/developer to evaluate and implement corrective measures. Should the contractor observe a non-typical condition or change in site conditions the project owner/developer will be immediately notified.

4. Access Road Maintenance:

- During maintenance activities, the access road will be inspected and maintained to ensure that vegetative creep does not occur. This will include the mowing of at least a 3-foot strip paralleling each side of the road. Additionally, any observed vegetative creep within the road will be removed. Design corridors for emergency vehicle access will be maintained.

3. Table 1: Scope of Work

Activity	Frequency	Timing
Perimeter Maintenance	8-12 Weeks	May - October
Mowing	8-12 Weeks	May - October
Site Inspections	8-12 Weeks	May - October
Screening Maintenance*	4-8 Weeks	May - October
Access Road Maintenance	8-12 Weeks	May - October

Note: Dead or diseased trees removed and replaced on an annual basis, or as otherwise required in writing by the Building and Zoning supervisor or his/her designee.