COLES COUNTY BOARD
Re-convened Meeting
October 14, 2025

The re-convened meeting of the Coles County Board was called to order at 6:00 p.m. with the following members present, Bob Bennett, Mike Clayton, John Doty, Jeremy Doughty, Tad Freezeland, David Johnson, Nancy Purdy, Thomas Royal, Rick Shook, Michael Watts, Bristole Zimmerman with Chairman Darrell Cox presiding.

Invocation was given by Bob Bennett
Moment of Silent Reflection
Pledge to the Flag

TIME LIMIT FOR PUBLIC SPEAKING

Motion by Doty, seconded by Bennett to allow longer than 30 minutes for public speaking with a limit of 3 minutes each at this Board Meeting with the consent of the County Board.

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

PUBLIC COMMENT

Judy Sherman, Jeff Baker, Karen Clausing, Dee Bredesen, John Richardson, Alan Moore, Dr. Ned Hoppin, Kyle Gill, Pete Koester, Joe Riley, Sarah Wiseman, Tom Sherman, Emre Ozmen, Dorothy Macy, Connie Winslow and Amy Antonilli

APPROVAL OF THE COUNTY BOARD MINUTES
September 9, 2025

Motion by Freezeland, seconded by Doughty to approve the County Board Minutes for September 9, 2025 with the consent of the County Board.

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

APPOINTMENT TO THE LITTLE WABASH DRAINAGE DISTRICT - STAN UPHOFF
APPOINTMENT TO THE KICKAPOO DRAINAGE DISTRICT – CHRIS WALKER

Motion was made by Cox to appoint Stan Uphoff to the Little Wabash drainage district and Chris Walker to the Kickapoo drainage districts with the consent of the County Board until June, 2028.

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

TAX SALE RESOLUTIONS (8)

Certificate numbers 202100239, 202100190, 202100043, 202100070, 202190025, 202100227, 202100225, 202100226

For a copy of the resolutions see page (s) 7200 - 7207

Motion was made by Freezeland, seconded by Purdy,

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

COLES COUNTY, ILLINOIS
DECOMMISSIONING AGREEMENT
COLES WIND, LLC

For a copy of the agreement see page(s) 7208 - 7213

Motion was made by Watts, seconded by Clayton

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Shook, Watts, Zimmerman (11)
NAYS: Royal (1)
ABSENT: None (0)

AN INTERGOVERNMENTSL AGREEMENT FOR
STRUCTURE REPLACEMENT PROJECT
SECTION 25-06141-00-BR
Structure No: 015-3242
TR 74B (700E) in Lafayette Township

For a copy of the agreement see page(s) 7214 - 7216

Motion was made by Doty, seconded by Shook

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Shook, Watts, Zimmerman (11)
NAYS: Royal (1)
ABSENT: None (0)

AN INTERGOVERNMENTSL AGREEMENT FOR
STRUCTURE REPLACEMENT PROJECT
SECTION 06-12133-00-BR & 06-12134-00-BR
Structure No: 015-3116 & 3117
TR 148 (1300E) in Seven Hickory Township

For a copy of the agreement see page(s) 7217 - 7219

Motion was made by Doty, seconded by Clayton

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

LOCAL PUBLIC AGENCY
ENGINEERING SERVICES AGREEMENT
GONZALEZ COMPANIES, LLC
SEVEN HICKORY TWP 06-1213/4-BR

For a copy of the agreement see page (s) 7220 - 7232

Motion by Doty, seconded by Zimmerman

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

COLES COUNTY, ILLINOIS – COLES WIND, LLC
ROAD USE AGREEMENT

For a copy of the agreement see page(s) 7233 - 7318

Motion by Doty, seconded by Freezeland

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

CONTRACT TO PROVIDE SPECIAL POLICE SERVICES
Between the Village of Ashmore and Coles County, Illinois

For a copy of the contract see page(s) 7319 - 7320

Motion by Bennett, seconded by Doty

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

APPROVAL OF BILLS - COLES COUNTY

Motion by Bennett, seconded by Doty to approve the payment of the Coles County bills, with the approval of the County Board.

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

AMEND -RESOLUTION – OPIOID SETTLEMENT FUNDS ADMINISTRATIVE EXPENSES

For a copy of the resolution to be amended see page(s) 7321

Motion was made by Purdy, seconded by Doughty to amend the resolution to read no more than 10%, instead of the 15% as presented.

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

RESOLUTION – OPIOID SETTLEMENT FUNDS ADMINISTRATIVE EXPENSES AS AMENDED

For a copy of the AMENDED resolution see page(s) 7322

Motion was made by Purdy, seconded by Johnson

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

MOTION TO RENEW PREVIOUSLY VOTED ON MATTER REGARDING THE SPECIAL USE PERMIT APPLICATION OF GLACIER MORAINE LLC FOR A COMMERCIAL SOLAR ENERGY FACILITY

Motion was made by Shook, seconded by Watts

AYES: Clayton, Cox, Doty, Freezeland, Shook, Watts, Zimmerman (7)
NAYS: Bennett, Doughty, Johnson, Royal (4)
ABSENT: None (0)
ABSTAIN: Purdy (1)

CONSIDER, DISCUSS AND VOTE ON GLACIER MORAINE LLC APPLICATION FOR SPECIAL USE PERMIT FOR A COMMERCIAL SOLAR ENERGY FACILITY

For a copy of the Application see page(s) 7323 - 7342

Motion was made by Shook seconded by Doty

AYES: Clayton, Cox, Doty, Freezeland, Shook, Watts, Zimmerman (7)
NAYS: Bennett, Johnson, Purdy, Royal (4)
ABSENT: None (0)
ABSTAIN: Doughty (1)

APPOINTMENTS TO BE MADE AT THE JULY 8, 2025 COUNTY BOARD MEETING

1. Four appointments to the Coles County Housing Authority
2. Two appointments to the Regional Planning Commission Board

RECESSED

Upon motion by Freezeland, seconded by Royal, the Coles County Board was recessed at 8:24 p.m. with the consent of the County Board.

AYES: Bennett, Clayton, Cox, Doty, Doughty, Freezeland, Johnson, Purdy, Royal, Shook, Watts, Zimmerman (12)
NAYS: None (0)
ABSENT: None (0)

ATTEST:

_____ County Clerk



WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

MATTOON TOWNSHIP

PERMANENT PARCEL NUMBER: 07-2-09385-000

As described in certificates(s) : 202100239 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, D. Scott Sweet, has bid $1,500.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $855.79 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive $124.21 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $1,500.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $855.79 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ _____

CLERK COUNTY BOARD CHAIRMAN

RESOLUTION

WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

MATTOON TOWNSHIP

PERMANENT PARCEL NUMBER: 07-1-03347-000

As described in certificates(s) : 202100190 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Bradley G. White, has bid $5,001.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $3,564.40 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive $133.85 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $5,001.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $3,564.40 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ CLERK

_____ COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

RESOLUTION

WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

CHARLESTON TOWNSHIP

PERMANENT PARCEL NUMBER: 02-1-05005-000

As described in certificates(s) : 202100043 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, JAMES FLYNN, has bid $820.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $166.15 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive $133.85 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $820.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $166.15 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ _____

CLERK COUNTY BOARD CHAIRMAN

RESOLUTION

WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

CHARLESTON TOWNSHIP

PERMANENT PARCEL NUMBER: 02-2-08069-000

As described in certificates(s) : 202100070 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, ANDREA M LEEGE, has bid $820.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $175.79 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive $124.21 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $820.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $175.79 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ CLERK

_____ COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-25-005

RESOLUTION

0825038B

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Coles, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Coles, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

505 N DIVISION LOT #9

PERMANENT PARCEL NUMBER: 02-C-NEST-00009

As described in certificates(s) : 202190025 sold October 2022

AND WHEREAS, pursuant to public auction sale, EASTERN ESTATES, LLC, Purchaser(s), has/have deposited the total sum of $915.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Coles assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Coles County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive $197.43 as a return for its certificates(s) of Purchase. The County Clerk shall receive $0.00 for cancellation of certificate(s) , the Tax Revolving Account Fund shall receive $102.57 to reimburse for the charges advanced therefrom; the Auctioneer shall receive $0.00 for services rendered; the Illinois Secretary of State shall receive the sum of $165.00 for issuance of the Tax Certificate Title to said Purchaser(s); The remainder is the amount due the Agent under his contract for services;

AND WHEREAS, it appears to the Finance Committee that Coles County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the County Board Chair is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Coles County, Illinois, of the sum of $197.43, which shall be disbursed according to law. This resolution shall be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ CLERK

_____ COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-25-005

10-25-006 **RESOLUTION** 0825943



WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

MATTOON TOWNSHIP

PERMANENT PARCEL NUMBER: 07-1-07432-000

As described in certificates(s) : 202100227 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Central Illinois Land Bank Authority,, an Illinois Intergovernmental Agency, has bid $801.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $60.39 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive $220.61 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $801.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $60.39 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ _____

CLERK COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER 10-25-006

10-25-007 **RESOLUTION** 0825944

WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

MATTOON TOWNSHIP

PERMANENT PARCEL NUMBER: 07-1-07430-000

As described in certificates(s) : 202100225 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Central Illinois Land Bank Authority,, an Illinois Intergovernmental Agency, has bid $801.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $60.39 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive $220.61 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $801.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $60.39 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ CLERK

_____ COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER 10-25-007

RESOLUTION

WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

MATTOON TOWNSHIP

PERMANENT PARCEL NUMBER: 07-1-07431-000

As described in certificates(s) : 202100226 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Central Illinois Land Bank Authority,, an Illinois Intergovernmental Agency, has bid $801.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $60.39 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive $220.61 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $801.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of $60.39 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

_____ CLERK

_____ COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

COLES COUNTY, ILLINOIS
Decommissioning Agreement
Coles Wind, LLC

This Decommissioning Agreement ("**Agreement**") is dated as of _____, 2025, and entered into by Coles Wind, LLC, a Delaware limited liability company ("**Coles Wind**") and Coles County, Illinois (the "**County**"). The County and Coles Wind may each be referred to herein as a "Party" and together, as the "Parties."

Exhibits

- Exhibit A – agreed upon Decommissioning Plan;
- Exhibit B – agreed upon Decommissioning Cost Estimate;
- Exhibit C – Special Use Permit and Conditions of Approval dated July 1, 2025 (the "**SUP**")
- Exhibit D – Coles County Amended Ordinance, Standards for Wind Energy Conversion Systems over 500 kW, effective May 9, 2023 (the "**Ordinance**");
- Exhibit E – Agricultural Impact Mitigation Agreement dated October 31, 2024 (**AIMA**);
- Exhibit F – Decommissioning Bond.

Background Recitals

A. On July 1, 2025, the County issued the SUP to Coles Wind for the construction and operation of a wind project in Coles County (the "**Project**") by Ordinance No. 2025-02.

B. SUP Condition No. 24 requires Coles Wind to provide Financial Assurance to the County for the decommissioning and restoration of the Project area consistent with the terms and conditions of the approval, the Ordinance, the stated commitments made during the public hearing on the Project and the AIMA.

C. Project decommissioning and restoration requirements (the "**Decommissioning**") are set forth in the agreed upon Decommissioning Plan dated September 12, 2025, and any updated version of the Decommissioning Plan and Decommissioning Cost Estimate provided in subsequent years.

I. Binding Plan

A. Plan. Coles Wind shall materially comply with the terms of all relevant requirements which govern decommissioning of the Project, which includes but is not limited to the following documents: this Agreement, the agreed upon Decommissioning Plan, the SUP Conditions of Approval, the Ordinance, and the

AIMA. To the extent such documents are amended, supplemented, or replaced in by future agreement of the parties, Coles Wind shall abide by the latest version of such document. Any such amendment, supplement, or replacement document must be in writing. To the extent a conflict in terms exists between the relevant documents relating to Decommissioning, the following documents shall have priority in the order in which they are listed below:

(1) Decommissioning Agreement;

(2) agreed upon Decommissioning Plan;

(3) the SUP Conditions of Approval;

(4) the Ordinance; and

(5) the AIMA

II. Financial Means for Decommissioning and Restoration

A. Form of Financial Assurance. From the date of the issuance of the Building Permit to the 6th anniversary of the Commercial Operation Date, Coles Wind shall provide to the County Financial Assurance in the form of a surety bond substantially similar to the form of bond set forth in Exhibit F that names the County as the beneficiary (the "**Financial Assurance**") and the landowners as secondary beneficiaries. Such bond shall be in the amount stated in the agreed upon Decommissioning Cost Estimate and updated annually in the amount stated in the then current agreed upon Decommissioning Cost Estimate.

On or before the 6th anniversary of the Commercial Operation Date, Coles Wind shall provide Financial Assurance in a form of Coles County's choosing consistent with the AIMA.

If the event of a change of ownership of Coles Wind or the Project, Coles Wind (or its successor-in-interest(s or assign(s)) shall have the right to replace the Financial Assurance with (1) a surety bond in the same dollar amount and in the same form and content of the current Financial Assurance or (2) an escrow account subject to an escrow agreement with terms and conditions mutually agreeable to the Parties. Upon such replacement, the previous bond shall terminate, and the County shall return the terminated bond to the issuing surety in accordance with the terms of the bond.

B. Amount of Financial Assurance.

1. At the time of Building Permit issuance pursuant to the Ordinance, the Financial Assurance will be in the amount of 100% of the agreed upon Decommissioning Cost Estimate, without a discount for salvage value.

2. Unless specified otherwise by the Planning & Development Committee, Coles Wind shall provide an updated Decommissioning Plan and updated Decommissioning Cost Estimate prepared by a professional engineer licensed in the State of Illinois to the County annually and no later November 1st of each year beginning with November 1, 2026. The County may retain a separate professional engineer licensed in the State of Illinois to review said Decommissioning Plan and Decommissioning Cost Estimates (the "**Independent Estimate**"). The cost of the County's engineer and any costs associated with the Independent Estimate and negotiation of any subsequent Decommissioning Plan or Decommissioning Cost Estimate shall be paid by Coles Wind within 30 days of receipt of an invoice from the County.

3. If the Parties cannot agree upon the estimated decommissioning costs after reasonable attempts to resolve such differences, then Coles Wind and the County will select another qualified independent third-party engineer to calculate the decommissioning costs, and such amount will be the Decommissioning Cost Estimate until the next annual estimate is performed.

4. If the independent third-party engineer's decommissioning cost estimate differs from that of the County or Coles Wind, the County may request, and Coles Wind shall agree, to change the amount of the Financial Assurance so that it is consistent with the Independent Estimate.

C. Access to Financial Assurance by County. The County may access the Financial Assurance in whole, or in part:

1. Upon Abandonment (as defined in the AIMA);

2. Upon the cessation of operations of the Project at the conclusion of the 30-year term of the SUP unless Coles Wind seeks and receives an extension of such time pursuant to the terms of the SUP Conditions of Approval prior to the expiration of the Special Use term;

3. If any turbine ceases to produce electricity for a period 18 months or greater;

4. If the Project is operating in violation of any requirement found in the Ordinance, the SUP Conditions of Approval, state law, or federal law and remains in violation after any applicable cure period has lapsed.

D. Failure of Company to Post Required Financial Assurance. If Company fails to post the replacement Financial Assurance annually in the amount of the agreed upon Decommissioning Cost Estimate, it shall be considered a default under the terms of this Agreement, the Ordinance, and the SUP Conditions of Approval. Upon default, County may seek any and all remedies available by law, regulation, or ordinance.

III. **Notices.** Notices, consents, or other documents required or permitted by this Agreement must be in writing and given by personal delivery, reputable overnight courier, or certified mail and shall be sent to the respective Parties as follows (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the mail if sent by certified mail.

Coles Wind:
Coles Wind, LLC
120 Garrett Street, Suite 700
Charlottesville, VA 22902
Attention: General Counsel
Telephone: 434-220-7595
Facsimile: 434-220-3712
Email: legal@apexcleanenergy.com

County:
Coles County
Attn: County Board Chair
651 Jackson Ave.
Charleston, Illinois
Telephone: 217-348-0521
Facsimile: 217-348-7343
Email: KLockhart@co.coles.il.us
cc: Coles County State's Attorney
cc: Coles County Regional Planning Director

IV. Assignment

A. Except as provided in subsections (B), and (C) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested, such approval shall not be unreasonably withheld, conditioned, or delayed.

B. Coles Wind may, without the consent of the County, pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any or all of its rights, interests, and obligations under this Agreement to a financing party and/or lender. In connection with any such collateral assignment to a financing party and/or lender, the County shall, upon the request of Coles Wind, deliver to Coles Wind and the financing party and/or lender without delay a consent agreement in a form reasonably requested by Coles Wind and the financing party and/or lender and which shall contain customary provisions.

C. Coles Wind may, without the consent of the County, assign this Agreement or any or all of its rights, interests, and obligations under this Agreement to any corporation, partnership, limited liability company, or other business entity that acquires all or substantially all of the assets used in connection with the Project; provided that such assignee agrees in writing to be bound by the terms of this Agreement.

V. **Choice of Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. Any action arising out of this Agreement shall be brought in the state courts of Coles County, Illinois or the U.S. District Court for the Central District of Illinois.

VI. **Negation of Partnership and Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the Parties. Each Party hereto shall be solely responsible for carrying out the responsibilities assumed by it under this Agreement and no Party shall be liable for the acts or omissions of the others in performing its responsibility.

VII. **Indemnity.** The Company shall defend, indemnify, and hold harmless the County and its officers, appointed and elected officials, employees, attorneys, engineers and agents (collectively and individually, the "Indemnified Parties") from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney's fees relating to or arising out of decommissioning or this Agreement, without limitation, liability for property damage or personal injury (including death or illness), whether said liability is premised on contract or on tort (including without limitation as to strict liability or negligence) or any acts or omissions of the Company, except to the extent any such claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities arise from the negligence or intentional acts of the County of Indemnified Parties.

VIII. **Counterparts**. This Agreement may be signed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument. An Agreement containing facsimile or electronic signatures of the Parties shall be deemed an original of the Agreement.

IX. **Amendments**. This Agreement may not be amended or supplemented absent agreement memorialized in writing.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto executed this Agreement as of the first date hereinabove written.

Coles County, Illinois

By: _____
Name: Darrell Cox
Title: Chair, Coles County Board

Coles Wind, LLC
A Delaware limited liability company

By: _____
Name:
Title: Chief Operating Officer, Apex Clean Energy

AFSDOCS:303774980.1

An Intergovernmental Agreement for

Structure Replacement Project
Section 25-06141-00-BR
Structure No: 015-3242
TR 74B (700E) in Lafayette Township

THIS AGREEMENT is entered into between the County of Coles, Illinois and the Road District of Lafayette, in Coles County, Illinois on the 14th day of October 2025. The parties hereby state and agree as follows:

A. Purpose and Objectives:

Coles County and Lafayette Road District find it to be in the public's best interest to improve the existing superstructure on 015-3242 along TR 74B in Lafayette Township.

B. Powers:

1. The parties are empowered by the Highway Code to provide Construction and Maintenance for County and Township drainage structures, 605 ILCS 5/5-501.

2. The parties are empowered by the Intergovernmental Agreement Act (5 ILCS 220/3), and the Illinois Constitution (Ill. Const. 1970, Art. VII, Sec. 10) to enter into this Agreement.

C. Rights and Responsibilities:

1. The cost for the construction and other expenses of said project will be divided accordingly:

    a. Lafayette Road District will contribute 50 % of the preliminary engineering costs and 100% of the right of way acquisition and/or utility relocation costs if needed.
    b. Coles County will contribute 50 % of the preliminary engineering costs for this project.
    c. Township Bridge Funds will contribute 100% of the construction costs for this project.
    d. Coles County will perform all construction engineering and administrative duties required for this project.

2. The parties hereby agree to take any official action necessary to accomplish their respective obligations, as set forth in this Agreement.

3. This writing constitutes the entire agreement of the parties and no other representations related to this Agreement, written or oral, prior to or concurrent with this writing, shall have any effect.

4. This Agreement shall be effective as the first date written above.

5. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and assignees.

IN WITNESS WHEREOF, the parties given below have executed this Agreement.

Coles County, Illinois;

Date:_____

By:_____
County Engineer

Date:_____

By:_____
County Board Chair

Lafayette Road District, Illinois;

Date:_____

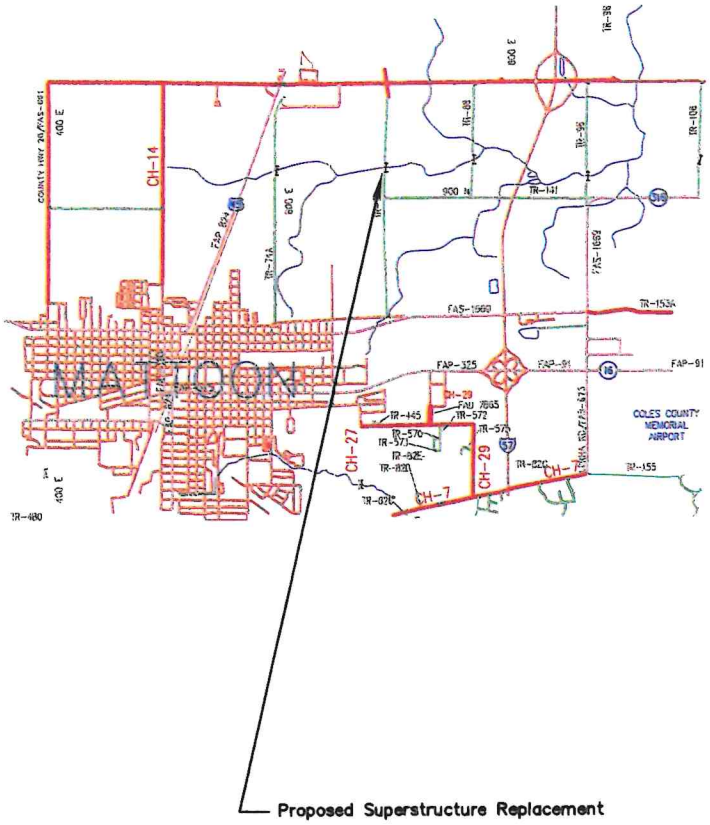
By:_____
Road Commissioner

Date:_____

By:_____
Township Clerk

Location Map

Coles County
Lafayette Township
Structure No. 015-3242



An Intergovernmental Agreement for

Structure Replacement Project
Section 06-12133-00-BR & 06-12134-00-BR
Structure No: 015-3116 & 3117
TR 148 (1300E) in Seven Hickory Township

THIS AGREEMENT is entered into between the County of Coles, Illinois and the Road District of Seven Hickory, in Coles County, Illinois on the 14th day of October 2025. The parties hereby state and agree as follows:

A. Purpose and Objectives:

Coles County and Seven Hickory Road District find it to be in the public's best interest to improve two structures on TR 148 in Seven Hickory Township.

B. Powers:

1. The parties are empowered by the Highway Code to provide Construction and Maintenance for County and Township drainage structures, 605 ILCS 5/5-501.

2. The parties are empowered by the Intergovernmental Agreement Act (5 ILCS 220/3), and the Illinois Constitution (Ill. Const. 1970, Art. VII, Sec. 10) to enter into this Agreement.

C. Rights and Responsibilities:

1. The cost for the construction and other expenses of said project will be divided accordingly:

    a. Seven Hickory Road District will contribute 50 % of the preliminary engineering costs and 100% of the right of way acquisition and/or utility relocation costs if needed.
    b. Coles County will contribute 50 % of the preliminary engineering costs for this project.
    c. Township Bridge Funds will contribute 100% of the construction costs for this project.
    d. Coles County will perform all construction engineering and administrative duties required for this project.

2. The parties hereby agree to take any official action necessary to accomplish their respective obligations, as set forth in this Agreement.

3. This writing constitutes the entire agreement of the parties and no other representations related to this Agreement, written or oral, prior to or concurrent with this writing, shall have any effect.

4. This Agreement shall be effective as the first date written above.

5. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and assignees.

IN WITNESS WHEREOF, the parties given below have executed this Agreement.

Coles County, Illinois;

Date:_____

By:_____
County Engineer

Date:_____

By:_____
County Board Chair

Seven Hickory Road District, Illinois;

Date:_____

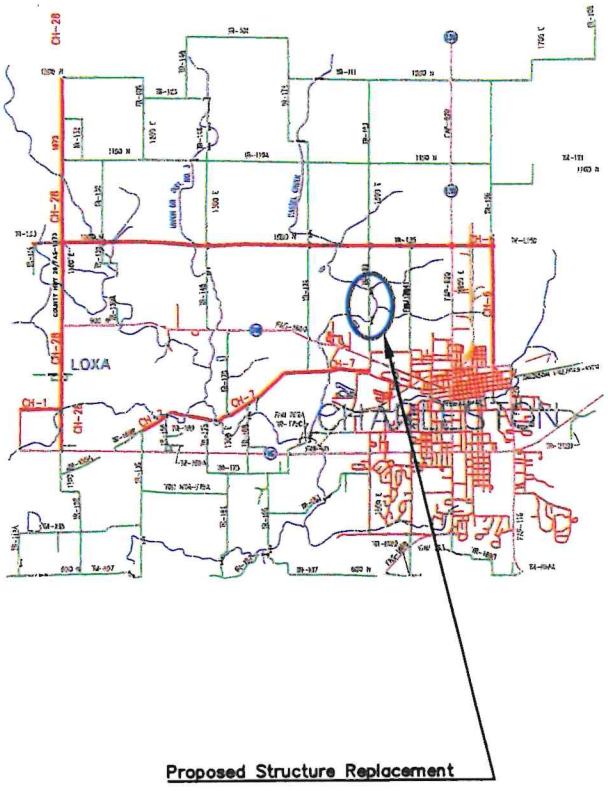
By:_____
Road Commissioner

Date:_____

By:_____
Township Clerk

Location Map

Coles County
Seven Hickory Township
Structure No. 015–3116 & 015–3117



Illinois Department of Transportation

Local Public Agency Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No

Agreement For: MFT PE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
SEVEN HICKORY TWP	COLES	06-12133/4-BR	

Project Number	Contact Name	Phone Number	Email
	RICK JOHNSON	(217) 348-0527	RJOHNSON@CO.COLE.IL.US

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
TR #148		500' +/-	015-3416

Location Termini: 2.5 MI N CHARLESTON ON TR 148 — Add Location / Remove Location

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
TR #148		650' +/-	015-3417

Location Termini: 2.2 MI N CHARLESTON ON TR 148 — Add Location / Remove Location

Project Description: REMOVAL OF (2) EXISTING SINGLE SPAN STEEL BEAM BRIDGE WITH CONCRETE DECK AND CLOSED ABUTMENTS. REPLACMENT STRUCTURES ARE PROPOSED TO BE A SINGLE SPAN PPCDB ON STEEL PILE SUPPORTED SPILL THRU ABUTMENTS. THE ADJACENT APPROACH ROADWAYS WILL ALSO BE REPLACED.

Engineering Funding: ☐ MFT/TBP ☐ State ☒ Other — LOCAL

Anticipated Construction Funding: ☐ Federal ☒ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
GONZALEZ COMPANIES, LLC	GARY MRAZ	(630) 696-2732	GMRAZ@GOCOS.NET

Address	City	State	Zip Code
7 CARPENTER DRIVE	SALEM	IL	62881

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

☒ EXHIBIT A: Scope of Services

☒ EXHIBIT B: Project Schedule

☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist

☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)

☒ EXHIBIT D : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)

☒ EXHIBIT E: PROFESSIONAL SERVICE RATES

☒ EXHIBIT F: CONSULTANT'S MANHOUR ESTIMATE

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
   (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
   (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
   (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
   (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
      (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
      (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation:

   ☐ Percent

   ☐ Lump Sum

   ☒ Specific Rate $49,000.00 (Maximum Fee $150,000)

   ☐ Cost plus Fixed Fee:

   Total Compensation = DL + DC + OH + FF
   Where:
   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.
   Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.
   The Fixed Fee cannot exceed 15% of the DL + OH.
5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
    (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
    (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
    (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
    (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
    (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
    (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
    (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

    Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.
8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

    If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

    The contractor/grantee certifies and agrees that it will provide a drug free workplace by:
        (a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
(2) Specifying actions that will be taken against employees for violations of such prohibition.
(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
(a) abide by the terms of the statement; and
(b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:
(1) The dangers of drug abuse in the workplace;
(2) The grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
GONZALEZ COMPANIES, LLC	43-1872209	$49,000.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
MRJ & ASSOCIATES (FEE INCLUDED ABOVE)	37-1388028	
	Subconsultant Total	
	Prime Consultant Total	$49,000.00
	Total for all work	$49,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type: COUNTY of Local Public Agency: COLES COUNTY

By (Signature & Date)

By (Signature & Date)

Local Public Agency: COLES COUNTY Clerk

Local Public Agency Type: COUNTY

Title: COUNTY CHAIR

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name: GONZALEZ COMPANIES, LLC

By (Signature & Date) 9/22/2025

Title: President

By (Signature & Date) 9/22/2025

Title: Chief Financial Officer

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
SEVEN HICKORY TWP	GONZALEZ COMPANIES, LLC	COLES	06-12133/4-BR

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

1. Review the existing documents prepared in 2007, update to current standards, make complete general and detailed plans, special provisions, proposal, and estimates of cost and furnish the CLIENT with electronic copies (pdf) of the plans, special provisions, and estimates. Hard copies of any or all documents, if required, shall be furnished to the CLIENT by the ENGINEER at the actual cost of reproduction.

2. Prepare the necessary environmental documents in accordance with the procedures adopted by IDOT Bureau of Local Roads & Streets. Wetland mitigation is not part of this AGREEMENT. Any IDNR ESR related processing or review fees assessed, if applicable, shall be paid by the CLIENT.

3. Prepare the Army Corps of Engineers Permit

4. Prepare Bridge Load Rating as described in IDOT Circular Letter 2016-10 dated April 15, 2016.

5. Survey:
Boundary Survey
A. Furnish survey of all necessary right-of-way, easement, or temporary use permit documents including corresponding plats.
a. Centerline Plat, Individual Plat for each property owner, and the corresponding Word document (IDOT template) for the Warranty Deed, Trustee Deed, Easement, etc. as required for the County's use in acquiring the proposed ROW, easement, etc.
B. Property Owners: Assume 4
C. Title Search docs: Assume provided by the County
D. Setting iron pins:
a. Assume not required for ROW corners
b. Assume set 4 pins each bridge in centerline of roadway for County's use in laying out bridge
E. Staking (with lathes): Assume not required

ENGINEER'S services do not include:
1. Preliminary Bridge Design Hydraulic Report.
2. Topographic Survey.
3. Geotechnical Investigation.

Assumptions and Clarifications:
Existing topography and geotechnical reports were completed in 2007 for this project and will be used to complete the design. The proposed structure type and geometry will be the same as the 2007 plans. The County to verify field conditions that may necessitate design changes and those changes will be paid for at the current professional rates as an additional service to this contract.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
SEVEN HICKORY TWP	GONZALEZ COMPANIES, LLC	COLES	06-12133/4-BR

EXHIBIT B
PROJECT SCHEDULE

Prepare and submit ESR Pre-Screen, ESR, and associated review agency documents - 6 weeks Process ESR (by review agency) and responses - 6 to 8 months (min.)
PE work (roadway and bridge design and Pre-Final PS&E preparation and submittal) - 8 weeks LPA and IDOT Pre-Final PS&E review - 4 weeks
LPA / IDOT Field Check and ENGINEER's revisions for review comments and Final PS&E re-submittal - 2 weeks
IDOT review and approval of Final PS&E's - 4 weeks
Local Letting, approval of contract, award of contract, contract preparation and submittal - 8 weeks Issue notice to proceed and conduct pre-construction meeting - 2 weeks
Start of construction

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
SEVEN HICKORY TWP	GONZALEZ COMPANIES, LLC	COLES	06-12133/4-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐

Project Criteria	Weighting

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐

Selection committee (titles) for this project

Top three consultants ranked for this project in order	
1	
2	
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☐
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☐	☐

gonzalez

2025 PROFESSIONAL SERVICE RATES

Employee Classification	Rate
Principal I	$295
Project Manager XII	$290
Project Manager XI	$280
Project Manager X	$270
Project Manager IX	$260
Project Manager VIII	$250
Project Manager VII	$240
Project Manager VI	$230
Project Manager V	$220
Project Manager IV	$210
Project Manager III	$200
Project Manager II	$190
Project Manager I	$180
Survey Manager	$165
Senior Structural Engineer III	$190
Senior Structural Engineer II	$185
Senior Structural Engineer I	$175
Project Engineer XI	$200
Project Engineer X	$195
Project Engineer IX	$185
Project Engineer VIII	$175
Project Engineer VII	$165
Project Engineer VI	$155
Project Engineer V	$145
Project Engineer IV	$135
Project Engineer III	$125
Project Engineer II	$115
Project Engineer I	$105
Survey Technician IV	$110
Survey Technician III	$105
Survey Technician II	$95
Survey Technician I	$85
Technician X	$162
Technician IX	$157
Technician VIII	$142
Technician VII	$132
Technician VI	$122
Technician V	$112
Technician IV	$102
Technician III	$92
Technician II	$82
Technician I	$72

Direct Costs	
Mileage	IRS Current Standard Rate
Other Direct Costs	15% Markup
Subconsultant Costs	15% Markup

Illinois Department of Transportation

Direct Costs Check Sheet for Work Order Prime Agreements

Prime Consultant Name	PTB Number	State Job Number(s)
GONZALEZ COMPANIES, LLC		

☒ Prime ☐ Supplement Date 09/09/25

Consultant

The following direct costs will be listed in the master prime agreement. The direct costs will be negotiated and approved by the Department for each individual work order.

ALLOWABLE DIRECT COSTS

ITEM	ALLOWABLE
Per Diem (per Federal GSA)	Up to Federal rate maximum
Lodging (per Federal GSA)	Actual cost (Up to Federal rate maximum)
Lodging Taxes and Fees (per Federal GSA)	Actual cost
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval
Vehicle Mileage (pe Federal GSA)	Up to Federal rate maximum
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day
Vehicle Rental	Actual cost (Up to $55/day)
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)
Tolls	Actual cost
Parking	Actual cost
Overtime	Premium portion (Submit supporting documentation)
Shift Differential	Actual cost (Based on firm's policy)
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)
Project Specific Insurance	Actual cost
Monuments (Permanent)	Actual cost
Photo Processing	Actual cost
2-Way Radio (Survey or Phase III Only)	Actual cost
Telephone Usage (Traffic System Monitoring Only)	Actual cost
CADD	Actual cost (Max $15/hour)
Website	Actual cost (Submit supporting documentation)
Advertisements	Actual cost (Submit supporting documentation)
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)
Recording Fees	Actual cost
Transcriptions (specific to project)	Actual cost
Courthouse Fees	Actual cost
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)

ITEM	ALLOWABLE
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)
ADDITIONAL DIRECT COSTS (negotiated and approved by department manager)	

9/22/25

Seven Hickory Township Bridge Replacements

MANHOUR ESTIMATE

PREPARED BY: GM

QA'ED BY: BT

ROW ID	REVENUE PHASES, TASKS AND MILESTONES	Project Manager XII	Project Manager VI	Project Engineer VIII	Project Engineer III	Technician VII	HOURS	LABOR	SUBS AND ODCS	MARKUP (SEE TAB 1)	SUBTOTAL
		290	230	175	125	132					
0.00	Pre-Engineering and Contract Negotiation										
1.00	**PE Services**										
1.01	Project setup; kickoff meeting	6	1	1		1	9	$ 2,277.00		$ -	$ 2,277.00
1.02	~~IDOT coord. meeting [mtg prep, mtg (assume via web), minutes]~~						0	$ -		$ -	$ -
1.03	~~Survey Topo / Hydraulic; coord; process/create Exist CAD dwg~~						0	$ -		$ -	$ -
1.04	~~Soil borings (incl. traffic control) & geotech rept (by LPA), & coord~~						0	$ -		$ -	$ -
1.05	Bridge soil boring / geotech rept review	8					8	$ 2,320.00		$ -	$ 2,320.00
1.06	~~Bridge hydrualic and scour analysis (HEC RAS)~~						0	$ -		$ -	$ -
1.07	~~BCR~~, ESR PreScreen, ESR, & COE prep & submittals	8	8			16	32	$ 6,272.00		$ -	$ 6,272.00
1.08	~~BCR (abbreviated) & PBDHR~~						0	$ -		$ -	$ -
1.09	~~Project Dev Rept (prelim & final)~~						0	$ -		$ -	$ -
1.10	Roadway / Bridge design	4	8	8		4	24	$ 4,928.00		$ -	$ 4,928.00
1.11	Project plans (prelim & final) including quantities	4	16		4	8	32	$ 6,396.00		$ -	$ 6,396.00
1.12	Contract proposal, special provisions, estimates (prefinal & final)	16	4		8		28	$ 6,560.00		$ -	$ 6,560.00
1.13	PreFinal & Final PS&E submittal to LPA & IDOT						0	$ -		$ -	$ -
1.14	Field check & other meetings with LPA & IDOT						0	$ -		$ -	$ -
1.15	QA - PreFinal & Final (including revisions)	19		4		8	31	$ 7,266.00		$ -	$ 7,266.00
1.16	Bridge Load Rating (incluing submittal to LBU & revisions)		16	2			18	$ 4,030.00		$ -	$ 4,030.00
1.17	PPCDB Shop drawing review	4					4	$ 1,160.00		$ -	$ 1,160.00
1.18	Project Admin	4				4	8	$ 1,688.00		$ -	$ 1,688.00
1.19	Mileage (assume 2 trips @ 170mi/trip=340mi)						0	$ -	$ 238.00	$ -	$ 238.00
1.20	ROW Plats (MRJ) Coordination and Administration	4					4	$ 1,160.00	$ 4,780.00	$ -	$ 5,940.00
SUM	**SUMMARY**	**77**	**53**	**15**	**12**	**41**	**198**	**$ 44,057.00**	**$ 5,018.00**	**$ -**	**$ 49,075.00**
	TOTAL	**77**	**53**	**15**	**12**	**41**	**198**	**$ 44,057.00**	**$ 5,018.00**	**$ -**	**$ 49,075.00**

COLES COUNTY, ILLINOIS – COLES WIND, LLC
ROAD USE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into as of October 14, 2025, by and between Coles County, Illinois (referred to herein as the "**Road Authority**") and Coles Wind, LLC, a Delaware limited liability company ("**CW**"). The Road Authority and CW may each be referred to herein as a "**Party**" and together, as the "**Parties**."

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BACKGROUND

(1) CW is a validly existing Delaware limited liability company authorized to do business within the State of Illinois. As of the date of this Agreement, Apex Clean Energy Holdings, LLC, a Delaware limited liability company is the owner of CW.

(2) CW is in the process of developing a wind energy generating facility known as the "Coles Wind Farm" (the "**Project**") in Coles County, Illinois (the "**County**"). CW submitted a Special Use Permit Application to the Coles County Board ` and the County Board passed an ordinance grant the Special Use Permit for the Project on July 1, 2025.

(3) CW proposes to construct up to 51 6 MW wind energy conversion systems ("**Turbines**") in the County.

(4) CW desires to use roads under the jurisdiction of the Road Authority for construction of and routine maintenance for the Project, including, but not limited to, transporting components for Turbines which will be erected in the County.

(5) By this Agreement, the Parties desire to address issues related to certain roads and roadway appurtenances (including, but not limited to bridges and box culverts) operated and maintained by the Road Authority which CW desires to use for construction of the Project (the "**Local Roads**"), as shown on the Project Traffic Map attached as Exhibit A. CW and its respective agents, contractors, subcontractors, material suppliers, vendors, employees, and designees (collectively "**CW's Parties**") desire use of the Local Roads to, among other things, (a) transport heavy equipment and materials in vehicles which are likely to be in excess of the design limits of the Local Roads, in particular the weight, number, and size of the construction vehicles will exceed the design limits of the Local Roads; (b) transport certain locally sourced materials, such as concrete and aggregate; (c) make certain modifications and improvements which may include culverts, road shoulders, and other related fixtures that may be temporary or permanent in nature in order to construct the Project; and (d) place certain electrical cables for the Project adjacent to, or under, or across certain roads for the purposes of the collection, distribution, and transmission of electricity to and from, and between and among various parts of the Project (collectively, the "**CW Road Use**").

(6) The County is directed and authorized pursuant to the Counties Code, 55 ILCS 5/5-101 *et seq.*, and the Illinois Highway Code, 605 ILCS 5/5-101 *et seq.* (the "**Highway Code**"), to construct, administer, operate, and maintain highways in the County, acting by and through its County Engineer (the "**County Engineer**"). To the maximum extent permitted, the Coles County Board appoints the County Engineer to act on its behalf as a Road Authority under this Agreement. Such authority to act on behalf of the Road Authority includes, but is not limited to, the authority to (1) approve or reject Notices of Pre-Construction Completion in accordance with Section 2(D)(5)(c), Utility Permit applications pursuant to Section 2(D)(6), Access Entrance Permit applications pursuant to Section 2(D)(7), road closures pursuant to Section 2(E)(18), Completion Notices pursuant

to Section 3(D); (2) issue any permits or notices of acceptance pursuant to the foregoing; and (3) agree to amendments to the Project construction traffic map.

(7) This Agreement includes the following defined terms.

(a) "**Engineer**" means a civil engineer licensed in the State of Illinois who regularly practices and has experience in highway construction and design standards in rural central Illinois and is mutually acceptable to CW and the Road Authority.

(i) The Parties agree Hanson Professional Services, Inc. ("Hanson") is a mutually acceptable engineering firm qualified as stated above for purposes of performing the engineering work detailed in this Agreement on behalf of CW.

(ii) The Parties agree Hampton, Lenzini and Renwick, Inc. ("HLR") is a mutually acceptable engineering firm qualified as stated above for purposes of performing the engineering work detailed in this Agreement on behalf of the Road Authority pursuant to a separate agreement with the Road Authority.

(b) "**IDOT**" means the Illinois Department of Transportation.

(c) "**Manual on Uniform Traffic Control Devices**" means the Manual on Uniform Traffic Control Devices (Illinois Supplement and any updates thereto) issued by IDOT.

(d) "**Road Permit**" means a permit, issued by the Road Authority, which is required in order to operate overweight and/or oversize vehicles on the Local Roads.

(e) "**Utility Permit**" means the expressed, authorized right to site and install Project infrastructure such as, by way of examples and not limitation, medium voltage electrical cable and fiber optic cables, beneath the Local Roads using installation methods outlined in Section 2(E)(2) of this Agreement and subject to the filing of a Utility Permit application and the approval and issuance of the permit by the Road Authority in the form of Exhibit F hereto.

(f) "**Pre-Construction Preparatory Work**" means the work necessary to prepare the Road Authority's Local Roads for Project Construction including, but not limited to, upgrades to existing roads surfaces and bases, installing road entrances to private property, installation of culverts, and increasing turning radii at intersections as set forth in the Pre-Construction Plans accepted by the Road Authority.

(g) "**Project Construction**" includes, but is not limited to, the delivery, off-loading, site preparation and installation of Turbine driveways, completion of lay-down areas as needed, access roads, foundations, Turbines (including towers, nacelles, and blades), electrical infrastructure, transformers, substations, transmission lines, fiber optic cables, meteorological equipment, operations and maintenance buildings, and other materials and appurtenances.

(h) "**Substantial Completion**" is defined as the completion of all procurement, fabrication, assembly, erection, civil construction and installation of all work required for completion of the Project Construction such that all equipment is in place and all systems and subsystems of the Project are mechanically and electrically ready for to start the commissioning process and that CW can practically utilize and occupy the Project. CW shall certify in writing when Substantial Completion has been achieved and deliver a notice of same ("**Notice of Substantial Completion**") to the Road Authority. The conditions set forth in Section 3(C) and (D) herein as well as any reclamation activities by CW shall be completed before Substantial Completion.

(8) The Road Authority and CW wish to set forth their understanding and agreement as to the road issues relating to the construction of the Project in this Agreement which the Parties intend to satisfy the requirements of the Amended Coles County Ordinance, Standards for Wind Energy Conversion Systems Over 500 kW, effective May 9, 2023 ("**WECS Ordinance**").

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

Section 1: Road Authority Approvals. This Agreement sets forth the terms and conditions by which the Road Authority agrees to permit the CW Road Use as well as:

(A) Project site access road entrances to the Local Roads;

(B) Underground collection system cable crossings under the Local Roads and the road rights-of-way;

(C) The widening of existing Local Road intersections within the public rights-of-way to accommodate Turbine components, main power transformers, and other equipment deliveries needed to construct the Project;

(D) Use of the Local Roads by heavy construction equipment and vehicles, such as but not limited to crane crossings, after the Road Authority's acceptance of the Notice of Pre-Construction Completion applicable to such Local Road or portion thereof; and

(E) Other uses of the Local Roads as set forth in this Agreement.

Section 2: CW Undertakings. CW hereby agrees to, and shall cause CW's Parties to abide by, the terms and conditions set forth below. Although the following subparagraphs refer to CW, the Parties agree that CW is responsible for CW's Parties abiding by the terms and conditions set forth in this Agreement and CW shall be responsible for any breach by CW's Parties of the terms and conditions set forth in this Agreement.

(A) Project Undertakings in General

(1) Although the final plans for the Project may vary from the Project layout as shown on Exhibit A (the "**Project Layout Map**"), CW represents and warrants that no Turbines will be constructed in areas other than those areas for which the Coles County Board has granted a Special Use Permit to CW.

(2) CW represents and warrants that the Project plans shall be prepared by a qualified professional engineer and all plans affecting Local Roads shall be designed in accordance with IDOT design manuals, including but not limited to the current IDOT Bureau of Local Roads and Streets Manual Edition and the Supplemental Specifications thereto, unless a deviation is included in the accepted Traffic Impact Analysis or is otherwise accepted by the Road Authority. CW further represents and warrants that the Project plans shall be prepared to ensure in all cases the Local Roads are safe for the motoring public. CW shall hold harmless, indemnify, defend with counsel of its choice, pay costs of defense (including reasonable attorneys' fees), and pay any and all claims or judgments resulting from a third party claim as determined by a final, non-appealable determination from a court of competent jurisdiction finding that Project Construction caused the damages alleged in the claim or judgment which may hereafter accrue against the Road Authority and/or (notwithstanding that such individuals are not specifically named herein) the Road Authority's elected and appointed officials, employees, contractors and consultants (the "**Indemnified Parties**"), with respect to any damage determined to be caused by increased runoff or change in drainage patterns caused by Pre-Construction Preparatory Work and/or Project Construction (including, but not limited to, the construction of access roads, laydown yards, and substations), to the extent any such claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities arise from the negligence, fraud, willful misconduct, or strict liability of CW, its agents, directors, employees, vendors, or subcontractors, for a period not to exceed two (2) years following the date of the Notice of Acceptance as defined in Section 3(D) of this Agreement.

(3) This Agreement shall be included in the contracts provided to CW's contractors, subcontractors, and material suppliers performing work on the Project.

(4) CW shall use commercially reasonable efforts to obtain temporary right-of-way easements for Project Construction from private landowners that are not otherwise participating landowners in the Project if such temporary right-of-way easements are needed. CW shall use commercially reasonable efforts to obtain permanent easements from private landowners so that widened road corners, drainage structures, or other improvements necessary for the Project intended to be permanent in nature can remain fully in place. Such permanent easements shall be substantially in the form attached as

Exhibit B and assigned to the Road Authority after receipt of the Notice of Acceptance. Such assignment must be accepted by the Road Authority and recorded with the Coles County Recorder at CW's expense.

(B) Additional Core Sampling and Surveying of Roads

The Parties acknowledge core sampling and survey activities have already been conducted on public roads in the Project area. If additional core sampling or survey activities are needed, the following terms and conditions apply.

(1) For the protection of the motoring public and CW's agents, when core sampling or survey activities take place on the local roads, CW or CW's agents shall (a) place signs cautioning motorists traveling in both directions of the work activity on the local road, (b) place traffic cones in the work area, and (c) have a flagger present. The permission granted by this Agreement for core sampling and survey activities may be revoked by the Road Authority if CW or its agents fail to comply with these safety requirements.

(2) If a hole created by core sampling or survey activity is undertaken or has been undertaken before the execution of this Agreement on a local road which is not used for Project construction, then CW will promptly return to such previously sampled or surveyed sites and finish the previously filled hole with an IDOT approved non-shrink grout.

(3) If CW fails to make repairs caused by core sampling or survey activity as required by this Agreement, the Road Authority may repair damage to any such local roads caused by CW's activities and bill CW for the cost thereof if CW fails to complete such repair within ten (10) calendar days after receipt of a written notice served on CW from the Road Authority directing that repairs must be made. Primary responsibility for repairs related to core sampling and survey activities shall remain with CW.

(4) CW shall furnish the Road Authority with evidence of liability insurance in the amounts required by Section 5 covering its core sampling and survey activities on the local roads.

(5) Several segments of County and Township Road District local roads will be needed to install collection system borings. Before these local roads are used, CW shall provide, in writing, the identity of the local roads to be used, the vehicles and equipment to be used, and the weights of such vehicles and equipment. The Parties anticipate pickup trucks, support vehicles, and boring equipment will be used. The Road Authority will grant access to such local roads for the specified vehicles and equipment without special permits being required. CW will be responsible for any damage it causes to such local roads.

(C) Early Limited Access to Local Roads

(1) After CW satisfies the Insurance and Financial Security requirements stated in Sections 5 and 6, CW may use the Local Roads to begin laydown yard installation, preparatory work for installation of the operations and maintenance building, welcome center, and turning radii alterations; removing vegetation from Turbine site areas;

miscellaneous site preparation for excavation work;` and installation of certain private access roads to test the cement stabilization process and mix designs (the "**Preliminary Work**"). The Local Roads needed for the Preliminary Work shall be agreed to by the Parties before the Preliminary Work begins and the Preliminary Work may proceed before Pre-Construction Preparatory Work is completed on such agreed to Local Roads.

(a) In connection with the Preliminary Work, CW shall apply for Access Entrance Permits, as defined in this Agreement, using the form attached as Exhibit G and shall comply with the requirements set forth in this Agreement for Access Entrances. CW will not be responsible for any additional permit fees or other costs arising from this Preliminary Work which are expressly included in the Road Permits Fee.

(b) Before the Preliminary Work starts, CW shall obtain and post traffic signs, including signs advising "No Wind Farm Traffic," and "Road Construction Ahead" at various locations as an aid to traffic management. All such signs shall be mounted on crashworthy four inch by six inch (4" x 6") wood posts and signs or postings shall comply with the Manual on Uniform Traffic Control Devices.

(D) Matters to be Completed Before Project Construction Begins

(1) CW shall provide to the Road Authority on or before October 15, 2025, a transportation impact analysis prepared by an Engineer which includes the following information (the "**Transportation Impact Analysis**" or "**TIA**"). To assure the TIA meets the expectations of the Road Authority and to avoid delays and expense, the County Engineer, the Road Authority's consulting engineer, and CW's Engineer(s) shall continue to meet in person or remotely to review the information to be set forth in the TIA and the exchange of preliminary drafts, if necessary.

(a) A list identifying the road bridges and box culverts to be traversed during construction of the Project. Identified bridges and box culverts shall be inspected in accordance with the National Bridge Inspection Standards and a load rating of all load carrying components of any such bridge or box culvert shall be completed by an Engineer. A copy of this inspection report shall be included with the Transportation Impact Analysis. The inspection report shall set forth recommendations as to actions, if any, to be taken in advance of Project Construction to assure that the bridges and box culverts can withstand the volume and weight of Project Construction vehicles. If the inspection report concludes that a bridge or box culvert is structurally insufficient to handle the projected loads, it shall not be used by CW, unless CW, subject to the reasonable approval of the Road Authority, first makes pre-construction improvements, such as constructing a jump bridge or strengthening box culverts such that the bridge or box culvert is then capable of withstanding the volume and weight of Project Construction vehicles. The inspection report shall include a photograph of the interior of each bridge and culvert. This inspection report shall also include estimates of the cost to replace the bridges and box culverts.

(b) Information obtained from the core samples (if any) obtained by CW of the Local Roads.

(c) Information about the weights and sizes of the Turbines and the substation and transmission line components.

(d) A schedule setting forth the expected number of loads, per axle weight of each load and type of equipment that will be used to transport each load and the inter-Project equipment movements. The schedule shall include pavement design calculations for each of the roadway segments and recommended methods of roadway strengthening.

(e) Other information concerning construction vehicles, equipment, and activities relevant to CW's use of the Local Roads.

(f) A map prepared by a civil engineer licensed in the State of Illinois, which will, at a minimum, designate the location of the Turbines (identified by a number), the access roads (entrances) that the CW Parties will utilize to construct or otherwise access a Turbine (each an "**Access Entrance**"), the construction laydown yard(s), the jurisdictional boundaries of the Road Authorities affected by the Project, the Local Roads that comprise the haul route for Project Construction vehicles and the ingress and egress routes to and from the footprint of the Project for all material deliveries, including components parts for the Turbines and substation, as well as the concrete and aggregate haul routes, anticipated crane crossings, and approach zone prohibiting Project Construction vehicles (the **"Project Traffic Map"**). The Project Traffic Map shall depict the entrances to each of the Project laydown yards for Project Construction vehicles, which entrances shall be constructed off of State highways within Coles County.

(i) The preferred route for Project Construction traffic, subject to such route being reasonably feasible, is as follows:

[a] from Interstate I-57 to Coles County Highway 18 (a/k/a 1000 N Road) to Illinois Route 130 or

[b] from Interstate I-57 to Illinois Route 133 to Illinois Route 130.

(2) On or before October 31, 2025, CW will endeavor to provide 90% design documents for the pre-construction improvements to be made to the Local Roads to provide structural capacity for the duration of Project Construction and subsequent operation (the "**Pre-Construction Plans**"). Final Pre-Construction Plans will be provided on or before January 1, 2026. The Pre-Construction Plans should provide the following information:

(a) "General Notes" governing the construction plans;

(b) Schedules for material testing in accordance with IDOT's Standard Specifications, Supplemental Specifications & Recurring Special Provisions, Project Procedures Guide and Manual of Test Procedures for Materials in effect as of the effective date of this Agreement (together, "**IDOT PPG**"), or as otherwise approved by the Road Authority;

(c) Intersection details showing draining patterns and related information at temporary widenings;

(d) Traffic control details for all intersections with State Highways and all other high traffic intersections;

(e) Typical roadway cross sections;

(f) Details for culverts to provide:

(i) Culvert installation shall be completed before the cement stabilization process (culverts repaired or replaced after cement stabilization shall be backfilled with Control Low Strength Material (CLSM);

(ii) replacement culverts to be installed so that positive drainage is established and the culvert bottom shall not be below final flowline grades;

(iii) end sections shall be required for cross-road culverts; end sections are not required for access entrance culverts; and

(iv) if a culvert has a headwall or drop box, then the replacement culvert will include a headwall or drop box, this requirement may be waived during construction on a case-by-case basis by the Road Authority;

(g) Plan or Profile sheets for public road improvements showing culvert locations, bridge locations, culvert strengthening details, applicable IDOT standards, proposed ditch line profiles and centerline profile grades, and other road improvement information typically provided for such road improvements or reasonably requested by the Road Authority, *et cet.*;

(h) Post-construction surface treatments shall extend to the next logical termini, that is, intersection to intersection or to the next bridge. For roads receiving cement based treatments, the cement treatment base shall extend two hundred feet (200') beyond the access entrance drive.

(i) Cross sections at all cross-road culverts;

(j) To the extent reasonably accessible, photographs of the interior of all bridges, box culverts, and the road surface above each bridge, box culvert, and other culverts over thirty-six (36") inches in diameter on the Local Roads; and

(k) Miscellaneous details as appropriate.

(3) On or before January 1, 2026, CW shall provide to the Road Authority the projected scope of repairs and estimated repair costs for the Local Roads following Project Construction (the "**Projected Scope of Repairs**").

(4) Before construction on the Project may proceed, the Road Authority must accept the Transportation Impact Analysis, the Pre-Construction Plans, as well as the Projected Scope of Repairs ("**Pre-Construction Documents**"). The Road Authority shall accept or reject each of the Pre-Construction Documents on or before March 1, 2026; provided, however, that the Road Authority may not unreasonably withhold or delay granting acceptance. If the Road Authority neither accepts nor rejects the Pre-Construction Documents by March 1, 2026, the Pre-Construction Documents shall be deemed accepted. If the Road Authority rejects the Pre-Construction Documents, the Road Authority shall state in its notice of rejection the reasons for such rejection and the action required to make the documents conform to the reasonable standards of the Road Authority. In such event, CW will revise and resubmit any rejected Pre-Construction Documents addressing such reasons for rejection within fifteen (15) calendar days of receipt of the rejection notice and the Road Authority shall accept or reject such resubmission within five (5) calendar days thereafter and the Road Authority shall not unreasonably withhold such approval. CW shall reimburse the Road Authority for all reasonable engineering fees incurred in connection with the review of the Pre-Construction Documents. Payment shall be made within thirty (30) days of receipt of such engineering bills by CW, which may be sent by the Engineer directly to CW or included in a request for reimbursement from the Road Authority.

(a) The pre-construction work for County Highway 16, which includes the segment of roadway from 1200E to IL-130 (approximately 3.75 miles in length) shall include cold milling of the existing surface at a depth of 3". Then processing modified soils to a depth and cement ratio established by an approved mix design. The pavement will be paved with a minimum of 4" of hot mix asphalt and aggregate shoulders will be placed to match the existing fore slope. All cross-road culverts will be replaced with concrete pipes before the processing of the roadway base. Pavement striping will also need to be re-established in this roadway section.

A three (3) mile portion of County Highway 16 (between Illinois State Route 130 and 1300 E Road) may be used by CW for construction traffic, excluding cranes and Turbine components, to the substation and switchyard locations in the Winter and Spring of 2026 before the above-described improvements are made.

(5) After acceptance of the Transportation Impact Analysis, the Pre-Construction Preparatory Work as determined by the Transportation Impact Analysis shall be completed by CW to the satisfaction of the Road Authority before the Road Authority will permit the Local Roads to be used for Project construction traffic, except for the early road access as stated in Section 2(C).

(a) CW shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices for the Pre-Construction Preparatory Work and shall distribute on a daily basis, the Plan of Day report ("POD") which shall set forth among other things, road closures, roadway activity, and other information reasonably requested by the Road Authority. The POD shall be distributed by 2:00 p.m. the preceding day by e-mail or facsimile to the Road Authority and its designee(s), local school districts, local postmasters, the Coles County Highway Department, the Coles County Emergency Services and Disaster Agency, local law enforcement agencies, and fire protection and ambulance service providers (the "**POD Recipients**"). The contact list of relevant addressees shall be provided by the Road Authority to CW before the start of construction.

CW further agrees to post in a timely manner the POD on the informational website developed by CW for the Project.

(b) Upon the Road Authority's request, CW agrees that weekly meetings with the Road Authority and road contractors will be scheduled to coordinate the Pre-construction Preparatory Work and address issues related to such work.

(c) CW may complete the Pre-Construction Preparatory Work in phases in amounts agreed to by the Parties, and submit a notice of completion for each portion of the Project site as the Pre-Construction Preparatory Work for that portion are completed (each a "**Notice of Pre-Construction Completion**") and an application for a master overweight/oversize permit for such portion in the form of Exhibit I. Within five (5) business days of receipt of the Notice of Pre-Construction Completion and overweight/oversize permit application, the Road Authority shall either approve such Notice of Pre-Construction Completion and issue a notice to proceed or reject the Notice of Pre-Construction Completion. If the Road Authority rejects a Notice of Pre-Construction Completion, the Road Authority shall state with particularity the reasons for such rejection and the action required to make the Notice of Pre-Construction Completion and/or underlying Pre-Construction Preparatory Work conform to the reasonable standards of the Road Authority. If the Road Authority approves a Notice of Pre-Construction Completion, the Road Authority will issue to CW a master overweight/oversize vehicle permit in substantially the form of Exhibit I attached hereto providing permission to proceed with construction of that portion of the Project site that is accessible by way of roads for which a Notice of Pre-Construction Completion has been provided. The form of the notice to proceed is attached hereto as Exhibit E.

(d) Before pre-construction improvements are made to the Local Roads, a minimal number of loads which shall not be overweight may occur in accordance with this Agreement and the Parties acknowledge this does not permit general hauling activities related to Project Construction. Hauling for cement stabilization operations may occur only on the road being stabilized. After the compressive strength test results and density requirements per the Pre-Construction Plans for cement stabilized roads are confirmed, only aggregate capping and seal coat operations will be allowed for the subject road. Once the A-2 seal coat surface treatment has been completed, CW may submit a Notice of Pre-Construction Completion in accordance with subsection (b) above.

(e) For Local Roads receiving cement stabilization treatment, such work shall be completed in accordance with IDOT special provision LR400-9. The unconfined compressive strength, 7-day requirement will be 180-500 psi as shown in IFC plans, unless otherwise agreed to by the Road Authority. Test results demonstrating compressing strength and density requirements have been met per the design plans shall be provided to the Road Authority for acceptance before opening to traffic. Project Construction traffic will not be allowed on a stabilized section of roadway before opening to traffic without a Notice to Proceed issued by the Road Authority.

(f) The Road Authority makes no representations or warranties as to the suitability of the existing road and subsurface materials for cement stabilization treatment. In addition, the Local Roads receiving cement stabilization treatment as a pre-construction road improvement shall be subject to a three (3) year warranty period which shall begin on the date CW provides its Notice of Substantial Completion of the Project Construction (as defined in Section 3).

(g) The Class A2 bituminous surface treatment placed for purpose of dust control shall be completed before October 15th of the construction year it is placed. This work shall be completed as per Local Roads and Streets Special Provision known as Local Road Specification ("LRS") 9 of the IDOT Supplemental Specifications with the following application rates.

(6) At least ten (10) days before the start of a proposed utility installation, CW shall physically mark the proposed locations of the underground collection system cable crossings. Within five (5) business days of notification that all crossings are marked, the Road Authority shall review and comment on the proposed crossing locations. The Parties anticipate that cable installations will not be within one hundred fifty feet (150') of any bridges or box culverts (measured from the center of the stream or ditch and within the right-of-way) and any parallel installations shall be no closer than twenty feet (20') from the edge of public right-of-way, unless otherwise agreed upon by the Parties. Any proposed cable installations within 150 feet of any bridges or box culvert shall be subject to review and approval by the County Engineer. Before installing any cables that cross a road controlled and maintained by the Road Authority, CW shall apply for and receive a Utility Permit from the Road Authority, who agrees not to unreasonably withhold or delay the issuance of such permit. If the Road Authority rejects such a Utility Permit application,

the Road Authority shall state within five (5) business days of receipt, with particularity the reasons for such rejection and the action required to make the Utility Permit application conform to the reasonable standards of the Road Authority. If the number of submitted Utility Permit applications is such that the Road Authority cannot complete its review within five (5) business days, then the Road Authority shall advise CW accordingly and have an additional five (5) business days to complete its review. The Utility Permit form is attached hereto as Exhibit F.

(7) At least ten (10) days before the start of Project Construction, CW shall submit a comprehensive application or package of individual applications, as necessary, for all Access Entrances not previously approved as part of the Preliminary Work in the form attached as Exhibit G and shall physically mark the locations of each Access Entrance. The proposed Access Entrance locations shall:

(a) provide for the most favorable vision, grade, and alignment conditions for motorists using the proposed driveway and the Local Road;

(b) not unduly interfere with the free and safe movement of traffic on the Local Road;

(c) provide maximum safety and convenience for other users of the Local Road rights-of-way; and

(d) not cause a materially adverse effect on existing drainage patterns or cause water to flow across the Local Road or pond on the shoulders or in the ditch or otherwise result in erosion of the Local Road or road right-of-way.

These marked locations shall then be subject to review and comment by the Road Authority. The Road Authority agrees to approve or reject such Access Entrance applications within five (5) business days after submission. CW shall not start construction on an access road until the applicable application is approved by the Road Authority and a permit is issued. In the case of a permit rejection, the Road Authority shall state with particularity the reasons for such rejection and the action required to make the application conform to the reasonable standards of the Road Authority. If the location of any of the Access Entrances changes, CW shall promptly submit a new Access Entrance application to the Road Authority. The Road Authority agrees to approve or reject such new Access Entrance applications within five (5) business days and further agrees not to unreasonably withhold or delay the issuance of any such permit. If the number of submitted Access Entrances applications is such that the Road Authority cannot complete its review within five (5) business days, then the Road Authority shall advise CW accordingly and have an additional five (5) business days to complete its review.

(8) At least twenty (20) days before the start of Project Construction, CW shall become a member of Joint Utility Locating Information for Excavation ("**JULIE**"). In accordance with the Illinois Underground Utility Facilities Damage Prevention Act and the regulations promulgated thereunder, CW shall provide JULIE with the necessary information to update

its records and memorialize where the underground cables are located under the Local Roads and Local Road rights-of-way. CW shall take all precautions reasonably necessary to protect the property of the various public and private utilities which may be located underground or above ground, at or adjacent to the Local Roads and rights-of-way used by CW. CW shall repair or replace at its expense any utility property that has been damaged through the actions of CW or CW's Parties. CW shall, upon request, provide proof of its membership in JULIE to the Road Authority.

(9) At least thirty (30) calendar days before the mobilization of cranes to be used in the Project Construction, CW shall identify the heavy lift crawler crane road crossing locations. During the actual Project Construction, previously identified crane crossing locations may be modified, subject to coordination with the Road Authority. Depending upon proposed locations, time of movements and road conditions, the Road Authority may impose reasonable restrictions to minimize road damage in the new crane crossing locations.

(10) At least thirty (30) calendar days before the start of Project Construction, CW shall deliver written confirmation to the Road Authority that CW has communicated with the school bus operator(s) and the relevant school officials to ensure that Local Roads used by school buses are not closed during times students are transported to and from school or that acceptable alternative routes are put in place and to further ensure that suitable arrangements are put into place for the safe and timely transport of the local children to and from school via the normal services for such transport.

(11) At least fifteen (15) calendar days before the start of the Pre-Construction Preparatory Work and at least fifteen (15) calendar days before the start of Project Construction, a pre-construction meeting shall be held at a date, time, and place designated by the Road Authority with such Road Authority representatives and professional advisors and consultants in attendance as the Road Authority deems necessary. CW and a representative from its general contractor and any major component suppliers, major transportation providers, and other subcontractors and suppliers the Parties may agree upon will be in attendance. The meeting shall be for the purpose of reviewing the Project Traffic Map and the routes to be used by construction and delivery vehicles, the terms and conditions of this Agreement, and reviewing special considerations necessary in the areas where work will occur.

(12) At least fifteen (15) calendar days before use of the Local Roads by such contractor or subcontractor, CW shall provide a sworn statement substantially in the form of Exhibit H ("**Sworn Statement**") from each of the following contractors or subcontractors: (i) the construction manager, (ii) general contractor, (iii) aggregate supplier, (iv) geo-pier installer, (v) concrete supplier, (vi) reinforcing steel contractor, (vii) electrical contractor, (viii) substation contractor, (ix) underground cable contractor, (x) operations and maintenance building contractor, (xi) building supplier, and others as the Parties may agree upon stating that such contractor, subcontractor or supplier has received and read a copy of this Agreement, including exhibits, and agrees to abide by those terms and conditions applicable to such contractor, subcontractor, or supplier.

(E) Ongoing Obligations

(1) Permanent markers/stakes meeting the requirements of State and Federal regulations and good utility practice shall be installed at the edge of the road rights-of-way to identify where the collection system cables cross the Local Roads.

(2) Horizontal/directional boring shall be used where the collection system cables cross under the Local Roads such that the road surface shall not be cut, and such cables shall be installed in SDR13.5 HDPE bore pipe (or like material as approved by the Road Authority) in Local Road rights-of-way locations in accordance with good utility practice. Boring shall begin and end at least ten feet (10') outside the Local Road right-of-way or apparent right-of-way if no formal dedication. All boring in drainage and road side ditches shall be at least four feet (4') below the lowest part of the ditch or lower than any existing utilities.

(3) CW shall ensure that utility interruptions, if required for heavy lift crawler crane crossings, are coordinated with and approved by the local utility(ies) and shall make reasonable efforts to advise property owners likely to be affected by utility interruptions. CW shall advise the Coles County Highway Department, the Coles County Emergency Services and Disaster Agency, local law enforcement agencies, and fire protection and ambulance service providers of such crane crossings at least 24 hours in advance. Traffic control plans for such crane crossing shall be provided by CW to the Road Authority.

(4) Except as expressly provided for elsewhere in this Agreement, the size and type of any culverts installed or replaced as a result of Project Construction or repair to the Local Roads shall be included in the Pre-Construction Plans or otherwise mutually determined by the Road Authority and CW before such culvert is installed or replaced taking into consideration site conditions. Culverts found during Project Construction not shown on the Pre-Construction Plans shall be replaced (unless the Road Authority agrees with a CW request to abandon such a culvert in place) and the replacement culvert shall be backfilled with Control Low Strength Material (CLSM) if the replacement occurs after the cement stabilization process. The Parties agree that any such culverts, within the Road Authority's jurisdiction, shall be no less than eighteen inches (18") for cross-road culverts and no less than fifteen inches (15") for road entrance culverts. RCCP shall be used for cross-road culverts and at intersections of County roads, County and Road District roads, a Local Road and state highway, and two Road District roads. Entrance culverts for turbine access roads can use galvanized riveted, pre-coated metal pipes with 14-gauge steel.

(5) If Local Road corners are widened for truck navigation for Project Construction, such modifications shall be designed by an Engineer and shall satisfy the applicable sections of the current Bureau of Local Roads and Streets Manual (and any updates thereto) issued by IDOT ("**IDOT Standards**"). If the widened corners are removed, CW shall repair all damage and ensure proper drainage in accordance with IDOT Standards; *provided, however*, the Parties agree that widened corners may be left in place if permanent

easements are obtained in accordance with Section 2(A)(4) and if the Road Authority elects to keep the widened corner in place.

(6) For intersections which are altered using privately-owned real estate to obtain adequate turning radii for oversized vehicles, CW shall ensure adequate drainage at such intersections by installing necessary culverts, shall block the turn lanes when not in use so that they are not accessible to the motoring public, and shall provide signage as necessary to ensure the safety of the motoring public.

(7) CW shall provide, upon request, the Road Authority with a copy of each overweight and oversize permit issued by IDOT to CW or CW's Parties.

(8) Before the Pre-Construction Preparatory Work or Project Construction, CW shall execute and deliver to the Road Authority ten (10) original authorizations for the release of information in the form of Exhibit K hereto so the Road Authority may obtain from suppliers copies of delivery tickets bound for or delivered to the Project site in order to monitor the actual weights of construction vehicles that do not require permits for overweight loads. If applicable, delivery tickets shall identify destinations by Turbine number. CW shall, in a timely manner, take all actions needed to assist the Road Authority obtain requested delivery tickets or directly provide the delivery tickets to the Road Authority.

(9) Project traffic, including heavy lift crawler crane crossings, shall be scheduled in a way to reasonably minimize the adverse impact on the motoring public and local agricultural truck transport. Traffic control plans for such crane crossings shall be provided by CW to the Road Authority. In the event of traffic conflicts, priority shall be given to emergency response vehicles, rural mail delivery, the transportation of children to and from school, the transportation of agricultural commodities and implements of husbandry, and funeral processions. CW agrees that it shall coordinate with the Road Authority the scheduling of Project Construction traffic in weekly scheduled meetings, which meetings will include all affected parties (including school bus transporters) and shall be held at the construction site offices of CW or other convenient local location; provided, however, that if the Road Authority or its designee chooses not to participate in such weekly meetings, the Parties may coordinate via telephone, email, or other means of remote communication. CW shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices and shall distribute on a daily basis the POD (Exhibit C) which shall set forth, among other things, road closures and roadway activity. The POD shall be distributed by 2:00 p.m. the preceding day by e-mail or facsimile to the POD Recipients.

(10) CW may transport oversize or overwide loads or vehicles or otherwise engage in construction activities proscribed on Local Roads during the spring posting season; provided, however, if weather conditions during any season (by way of example and not limitation, sudden thaws or heavy rains) make road conditions hazardous for the motoring public, the Road Authority may close the road to construction traffic upon providing reasonable notice and details of such hazardous conditions to CW.

(11) For Local Roads open to the motoring public, CW and its Parties shall not use the Local Roads or associated rights-of-way as storage or staging areas or as parking areas for vehicles and equipment.

(12) Except as otherwise provided for in this Agreement, CW shall ensure that its contractors, subcontractors, material suppliers, and their respective transport providers transporting oversize and overwide loads use the Local Roads during daylight hours only which the Parties deem to mean within thirty (30) minutes of sunrise or sunset or as otherwise specified on a Road Permit.

(13) While traveling on aggregate roads, Project Construction vehicles shall limit their speed to 35 miles per hour.

(14) CW shall comply with all recommendations as to vehicle speeds, maximum vehicle loads, number of vehicles permitted on a bridge or box culvert at one time, location of vehicle travel, *et cetera*, which may be set forth in a report of the inspection of the bridges and box culverts and included as part of the Transportation Impact Analysis.

(15) As the initial dust control measure to Local Roads receiving cement base stabilization treatment and after installation of the initial cap stone, an A-2 surface treatment shall be applied to such Local Roads. Pre-Construction Preparatory Work shall be completed so that the A-2 surface treatment is completed before October 15th of the year Pre-Construction Preparatory Work begins (unless weather conditions require completion by September 30th).

Water shall be used for dust control on Local Roads not receiving cement stabilization and access roads with the liquid calcium chloride (28 to 32%) being the preferred method of dust control in dust-sensitive areas (such as near residences, public buildings, and road intersections starting five hundred feet (500') before the intersection on all legs). The Road Authority may issue a Notice of Violation if the Road Authority is notified of and determines that dust control measures have not been implemented after the Road Authority notifies and directs CW to correct the deficiency the same day that a notice is received. The Road Authority will substantiate such a Notice of Violation with a photo taken of the failure to implement dust control measures (when possible). After the second notice of a dust control violation, the Road Authority may impose a fine of $2,500.00.

(16) In constructing the Local Roads, notwithstanding what is shown in the IFC plans, 3:1 ditch slopes and slope protection shall be used where possible within an existing ROW. If 3:1 ditch slopes are not possible within an existing ROW, the Parties agree that 2:1 ditch slopes and slope protection will be acceptable. If 2:1 ditch slopes are not possible within an existing ROW, then the Parties will determine an appropriate ditch slope and protection based upon particular site conditions and using sound engineering judgment.

(17) If Local Roads degrade (by way of example and not limitation, "degrade" means to have a grade of less than two percent (2%) (ditch slopes of less than 2:1); drop offs from the road to road shoulder (that is, not a smooth transition), or to show signs of bleeding,

rutting, rolling, breaking or pumping) while construction of the Project is ongoing due to construction activities or the volume of construction traffic related to the Project, CW, at the written request of the Road Authority, shall cause necessary remedies to be implemented to ensure safe passage of the motoring public within a reasonable time; unless the construction activities cause an immediate hazard to exist that renders a Local Road incapable of being used in a safe manner by the motoring public, in which case CW shall take action as soon as reasonably possible to make the Local Roads safe for the motoring public.

Spray patching shall be the preferred method of interim road repair for Local Roads with a finish surface treatment for limited localized areas demonstrating surface failures.

If a Local Road received a surface treatment for dust control as described in Section 2(E)(15), and the initial surface treatment demonstrates numerous failures within a given mile, then CW shall pulverize to a depth of two inches (2"), regrade the affected mile and add a new surface treatment as described in the Pre-Construction Documents.

If CW fails to act as set forth herein, the Road Authority may take remedial action and may close the road until the road is made safe for the motoring public and CW shall be financially responsible for the repair work.

(18) CW shall comply with the time limits established by the Road Authority with respect to any requested closures of Local Roads for Project Construction. In any event, no road closure shall exceed 3 hours past the approved starting time for which such closure, unless otherwise agreed to by the Parties. Such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Parties agree that road closures necessary for the Pre-Construction Preparatory Work and emergency road repairs may exceed 3 hours; *provided, that,* such maximum closure time has been approved by the Road Authority, such approval not to be unreasonably withheld, conditioned, or delayed. CW shall provide reasonable notice to the Coles County Highway Department, the Coles County Emergency Services and Disaster Agency, local law enforcement agencies, affected rural mail providers, affected school districts and fire protection and ambulance service providers of road closings before closing any roads, portion of roads, or intersections. If this provision is violated by CW, the Road Authority may issue a "Notice of Violation" and impose a fine of $1,000.00 for each thirty (30) minute increment that the approved road closure period is exceeded, and CW shall pay any fine imposed within thirty (30) business days. The Road Authority may issue a Notice of Violation (Exhibit J) and impose a fine of $5,000.00 if CW fails to notify the Road Authority of a road closure; provided, however, that in the case of an emergency CW shall not be required to provide prior notice to the Road Authority but shall notify the Road Authority as soon as reasonably practical.

(19) Before Project Construction starts, CW shall obtain and post traffic signs, including signs advising "No Wind Farm Traffic" or "Road Construction Ahead" at various locations as an aid to traffic management. All such signs shall be mounted on crashworthy four inch

by six inch (4" x 6") wood posts and signs or postings shall comply with the Manual on Uniform Traffic Control Devices.

(20) CW shall obtain Road Authority permission before moving an existing permanent sign to accommodate its construction traffic. If CW damages an existing permanent sign, CW shall immediately notify the Road Authority and such sign shall be immediately replaced by CW in accordance with the Manual on Uniform Traffic Control Devices at its expense.

(21) All roadway construction activities, including road and intersection closures, shall be marked and signed in accordance with the applicable IDOT Standards and in accordance with the Manual on Uniform Traffic Control Devices and any other applicable requirements set forth in State statute or regulation or Coles County or other applicable local ordinance. All road closures shall comply with IDOT BLR Standard 21, with RC 500, RCA, and Road Closed signs.

(22) The Road Authority may issue a Notice of Violation (Exhibit J) and impose a fine of up to $2,500.00 if the Road Authority is notified of and determines a traffic control deficiency exists. Before issuing a Notice of Violation, the Road Authority shall notify and direct CW to correct the deficiency within a specified time which will be between 2 hours to 24 hours based upon the urgency of the situation and the nature of the deficiency. Such time for curing a traffic control deficiency may be extended as may be reasonably required due to the nature of the deficiency provided CW is using diligent efforts to actively cure the deficiency. A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. If the deficiency is not corrected within the specified time, another Notice of Violation may be issued imposing a contractual fine. For routine traffic control throughout the Project (flaggers, traffic control to delineate hazards, traffic control to close temporary radius / jug handles, *et cet.*) after three notifications future Notice of Violations imposing contractual fines will automatically be issued; in its sole discretion, the Road Authority may impose fines in incremental increases up to a total fine not to exceed $2,500.00.

(23) In accordance with Section 9-104 of the Illinois Highway Code, all section corner stones and monuments shall be properly preserved.

(24) All work on Local Roads and associated rights-of-way shall be performed in a good and workmanlike manner and all permanent work shall be in accordance with the IDOT Standards and the "Standard Specifications for Road and Bridge Construction" (and any updates thereto, the "**IDOT Standard Specifications**") issued by IDOT, or as may otherwise be approved by the Road Authority.

(25) Junction or utility boxes installed in connection with the Project shall be located 10 feet (10') off the public rights-of-way or apparent right-of-way if no formal dedication. Junction and utility boxes installed on privately owned property shall not interfere with public rights-of-way. At any time in the future, if it becomes necessary to maintain, relocate, construct, expand, or replace any Local Road abutting private property containing

such junction or utility boxes and as a result a CW junction or utility box is required to be protected, repaired, or relocated, CW agrees to timely protect, repair, or relocate such junction or utility box at its expense, and if it fails to do so after five (5) business days' notice, the Road Authority may do so in which event CW shall pay reasonable costs incurred by the Road Authority in connection with the repair and relocation or protection of the affected CW junction or utility boxes.

(26) Steel tracked equipment shall be allowed to cross Local Roads using protective matting at locations designated on the Project Traffic Map. Proper traffic control measures shall be used for the temporary closure of Local Roads to allow for such crossings. The Road Authority may issue a Notice of Violation (Exhibit I) and impose a fine of $2,500.00 if this provision is violated.

(27) All Pre-Construction Preparatory Work and Project Construction traffic (other than private vehicles and light duty trucks no larger than a ¾-ton pick-up truck used for personnel transportation without a trailer or used solely for workers driving to the Project job site) related to the Project shall use exclusively the Local Roads designated for use by construction traffic on the Project Traffic Map to be provided by CW and accepted by the Road Authority in accordance with Section 2(D)(1)(f) of this Agreement and shall not use Local Roads other than those so designated. If this provision is violated by CW (including empty return trips after material or equipment has been unloaded), the Road Authority may issue a Notice of Violation and impose a fine of $5,000.00 per occurrence on CW and CW shall pay any fine imposed within thirty (30) days. The Road Authority will substantiate such a fine with a general description of the vehicle and the approximate time and location of the occurrence. CW shall also be obligated to repair any road damage resulting from CW's improper use of Local Roads. If five (5) fines are imposed for unauthorized road use on the same road, the road shall be deemed to be included as a road used for Project Construction and to the extent damage is caused to such road as a result of CW's use of the road, CW shall be responsible for the cost to repair and improve such road which may include repairs up to and including the repairs set forth in Section 3 of this Agreement.

From time to time during Pre-Construction Preparatory Work and Project Construction, CW may request that additional roads be included as Local Roads by submitting such a request to the Road Authority in writing, accompanied by an updated version of the Project Traffic Map that includes such additional roads, and performing an initial evaluation of the then-current condition of such roads and bridges and/or drainage structures located on the proposed additional roads. Upon CW's submission of such a request, the Road Authority shall promptly review such request. The Road Authority may consent to the addition of the requested roads to the Project Traffic Map provided:

(a) the information provided by CW is complete and accurate;

(b) the addition of the proposed roads (1) will not be detrimental to the safety of the motoring public, and (2) will not pose a risk to public infrastructure, and (3) a traffic control plan proposed by CW indicates there will not be undue inconvenience to the motoring public; and

(c) CW agrees, in writing, to Pre-Construction Preparatory Work deemed necessary by the Road Authority before the additional roads are added to the Project Traffic Map, completes any needed Pre-Construction Preparatory Work, provides a Notice of Pre-Construction Completion to the Road Authority, and receives a written notice from the Road Authority that the additional roads may be used for Project Construction.

(28) In accordance with permits issued by State authorities and as otherwise required by the Illinois Vehicle Code (and regulations promulgated thereunder), oversize/overweight vehicles shall display slow moving vehicle emblems and provide escort vehicles and related signage and lighting, to the end of protecting public safety and property.

(29) At all times during the construction of the Project and repair work performed on Local Roads, CW shall ensure that Local Roads are free and clear of Project construction-related mud, dirt, debris, garbage, obstructions, or hazards. Upon request of the Road Authority, CW shall clear any Project construction-related mud, dirt, debris, garbage, obstructions, or hazards from a Local Road, culvert, or ditch before dusk on the day such a request is made, or within two (2) hours if such request is made less than two (2) hours before dusk. CW is not responsible for the removal of mud or debris related to third-party agricultural operations.

(30) If, during the course of the Pre-Construction Preparatory Work and Project Construction, the Road Authority notifies CW of significant potholes or other conditions caused by the construction traffic or construction activities which make travel on a Local Road hazardous, CW shall remediate the hazard as soon as reasonably possible, preferably before dusk on the day it receives notice of the hazardous condition from the Road Authority (or place illuminated or night condition warning signs before dusk on the day it receives notice pending the remediation of the hazard within twenty-four (24) hours). If CW fails to act within this time frame, the Road Authority may take remedial action and may close the road until the road is made safe and the Road Authority may issue a Notice of Violation and impose a fine of $1,000.00 per occurrence on CW and CW shall pay any fine imposed within thirty (30) business days.

(31) Before Substantial Completion is achieved, CW shall take reasonable measures to assist the Road Authority with the preparation of the roads for winter conditions, however, the plowing of all public roads as weather conditions require is the sole responsibility of the Road Authority. If rapidly changing winter weather conditions (by way of example and not limitation, sudden thaws, heavy rains, snow storms) make road conditions hazardous for the motoring public, the Road Authority may close the road to construction traffic upon providing reasonable notice to CW. CW shall be responsible for road maintenance due to construction operations from December 1st through February 28th.

(32) If work during the Pre-Construction Preparatory Work phase or Project Construction phase or post-construction road work phase of the Project is suspended for an extended period (extended period to mean at least three (3) months but not to exceed six

(6) months), due to seasonal conditions or other cause, CW, at its expense, shall take such measures as laying additional aggregate, installing barriers, posting signs, or providing interim repairs or protections, including but not limited to, routine grading and dust control, as may be reasonably required to render Local Roads safe for vehicular traffic during the period such work is suspended. If work is to be suspended for a period exceeding six (6) months, then reconstruction and repair of the Local Roads in accordance with Section 3 of this Agreement shall commence.

(33) The Road Authority and/or its designee(s) shall have unfettered access to the Local Roads to inspect the roads, culverts, adjacent ditches, *et cetera*.

(34) Unless otherwise directed by the Road Authority, existing road surface materials (including rock within the Road Authority's rights-of-way and rock removed from turning radii), culverts (permanent and temporary), flood gates, and signs shall remain the property of the Road Authority and shall be delivered by CW to Road Authority property locations as directed by the Road Authority. If materials are removed by CW from private property and delivered by CW to a private owner, only Local Roads on the Project Traffic Map shall be used for such deliveries.

(35) Following the date of the last Notice of Acceptance, CW shall be financially responsible for the Road Authority's reasonable direct costs for oversight and management of the inspection process including but not limited to engineering and surveying fees, incurred in connection with any and all the road issues relating to the construction of the Project, timely issuance of required permits, coordination of construction traffic and repairs to the Local Roads and all roadway appurtenances. Payment of these costs shall be from the Escrow Account provided for in Section 2(E)38.

(36) CW shall hold harmless, indemnify, defend, pay costs of defense (including reasonable attorneys' fees), and pay any and all claims or judgments which may hereafter accrue against the Road Authority and/or (notwithstanding that such individuals are not specifically named herein) their respective Indemnified Parties, caused by CW and its respective successor and/or assigns in connection with construction of the Project or improvements, repairs, or reconstruction of the Local Roads performed by CW to the extent that such claims or judgments arise from the negligence, fraud, willful misconduct, or strict liability of CW, its agents, directors, employees, vendors, or subcontractors. For the avoidance of doubt, the Parties acknowledge and agree that claims or judgments with respect to any damage determined to be caused by increased runoff or change in drainage patterns caused by Pre-Construction Preparatory Work and/or Project Construction shall be governed by the indemnity provided in Section 2(A)(2) instead of this Section 2(E)(36).

(37) CW shall pay to the Road Authority compensation to the Road Authority as follows (the "**Road Permits Fee**"):

Within thirty (30) days of CW's receipt of final, unappealable building permits for the Project:	$50,000.00; and

On or before March 1, 2026, or within 45 calendar days of approval of the Pre-Construction Documents (if that date is later than February 1, 2026: $205,000.00.

The Road Permits Fee represents payment for all permits, fees and other consideration for use of the Local Roads. This Road Permits Fee shall be deemed to provide permission for the overweight, oversize, and over width vehicles related to the Project to travel upon the Local Roads as designated on the Project Traffic Map and for the issuance of driveway Access Entrance Permits and Utility Permits, use and alteration of the Local Roads and rights-of-way for Project Construction and maintenance as provided for in this Agreement and permits issued in accordance with this Agreement, use of the right-of-way for installation of the transmission, communication, and collection system cable and crossing, and for the issuance of any other permit, inspection, consent, or approval required under this Agreement. The Parties further agree that the Road Permits Fee compensates the Road Authority for time spent on this Project by the Road Authority before and after the execution of this Agreement and represents payment such that Road Authority's taxpayers do not bear any financial burden as result of the construction of Project. The Road Permits Fee shall be made payable to the Road Authority and said fee shall be deposited into the County Highway Fund. The Road Permits Fee is non-refundable. No other permit fees, turbine fee or additional permit fees will be required of CW.

(38) On or before March 1, 2026,, or within 45 calendar days of approval of the Pre-Construction Documents if that date is later than February 1, 2026, CW shall deposit in an Escrow Account with the Coles County Treasurer or other designated County official the sum of One Million Dollars ($1,000,000.00) (the "**Construction Review and Administration Fee**"). The Construction Review and Administration Fee shall be deemed to provide reimbursement for: (a) reasonable direct costs for review of the Pre-Construction Documents and oversight and management of the inspection process including but not limited to engineering fees incurred in connection with Preliminary Work, Pre-Construction Preparatory Work, Project Construction Work, and Road Work; and (b) fees and reasonable expenses incurred by engineering consultants retained by any of the Road Authorities with executed Project Road Use Agreements in reviewing Local Road conditions, coordinating traffic, and monitoring the condition of culverts and drainage structures and other roadway appurtenances, (c) administration of permits necessitated by the Project work; and (d) coordinating, meeting with, and otherwise managing the Road Authorities' communication with CW. If the Construction Review and Administration Fee is drawn down to One Hundred Thousand Dollars ($100,000.00), the Coles County Engineer shall so notify CW and CW shall deposit sufficient funds to bring the balance of the Escrow Account to Five Hundred Thousand Dollars ($500,000.00). If a $500,000.00 supplemental deposit to the Escrow Account is needed, the Parties shall meet and negotiate in good faith to address the reason(s) for the additional time, including the quality of performance by CW and the CW Parties. The Coles County Engineer shall furnish CW documentation of all invoices paid from the deposit on a monthly basis in accordance with the notice provision set forth in Section 8(H) or as otherwise directed in writing by CW. If CW disputes the amount paid from the deposit and the Parties are unable to amicably

resolve the dispute in a timely manner, then CW may submit the dispute to the Neutral Engineer as provided for in Section 3 for resolution.

Until the Escrow Account is funded as described above, the Parties agree CW will continue to pay fees incurred by the Road Authorities for Engineering Services in accordance with the reimbursement agreement entered into by CW and the Road Authorities on July 8, 2025 notwithstanding the Termination Date set forth in Section 6 of the reimbursement agreement.

(39) With regard to work performed on Local Roads in connection with the Pre-Construction Preparatory Work and Project Construction, CW, its contractors, and subcontractors shall pay wages in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/1, *et seq.* Upon request, CW shall provide to the Road Authority documents establishing compliance with the Illinois Prevailing Wage Act.

(40) All materials used on or incorporated into the Local Roads in connection with the Pre-Construction Preparatory Work and Project Construction shall be in accordance with IDOT's Standard Specifications and the Supplemental Specifications in effect as of the effective date of this Agreement.

(41) With regard to work performed on concrete, seal coat, or hot mix Local Roads in connection with the Pre-Construction Preparatory Work and Project Construction work, parties engaged by or on behalf of CW shall be pre-qualified by IDOT to perform the work such parties are hired to perform. Upon request, CW shall provide to the Road Authority documents establishing that a contractor or subcontractor has been pre-qualified by IDOT. If a contractor or subcontractor loses pre-qualified status with IDOT after being awarded a contract for work, but before starting work, the contractor or subcontractor shall not be permitted to perform work on the Local Roads. CW shall use qualified contractors and subcontractors located in Coles County, Illinois or which have previously performed work for the Coles County Highway Department.

(42) CW shall provide to the Road Authority any "As-Built" drawings of improvements to the Local Roads or rights-of-way that CW, its engineers, contractors, or subcontractors may possess.

(43) CW shall provide written notice to the Road Authority identifying the name, address, and both regular and emergency contact information of CW's on-site representative for communication purposes regarding this Agreement and the Project. CW's on-site representative may be changed and any such change or change in contact information shall be promptly communicated to the Road Authority in writing.

Section 3: Post-Construction Road Work

(A) The Parties agree the Road Authority will perform the Post-Construction surface repair work and, in consideration of such obligations, CW shall pay the Road Authority

	Unit Cost /SY	HMA (miles)	A-2 (miles)	A-2 (SY)	Surface Repair Cost	4% Engineering	Total Cost
Coles County	$7.75		1.0	10,560	$81,840	$ 3,273.60	$85,114
County Highway 2		3.9			$1,246,000	$ 49,840.00	$1,295,840
County Highway 18		6.8			$4,040,000	$ 161,600.00	$4,201,600
						Total Coles Co.:	$5,582,554

(the "Surface Repair Payment"). The Surface Repair Payment shall be paid by August 1, 2026, provided building permits needed for Project Construction have been issued and construction of the Project has commenced and is continuing or is completed (if not paid on August 1, 2026, the Surface Repair Payment shall be due on the April 1st following the start of Project Construction). The Surface Repair Payment will be adjusted based on the final mileage for the Road Authority as determined by the Pre-Construction Documents accepted by the Road Authority. If the Surface Repair Payment stated in this paragraph fluctuates between the time this Agreement is executed and the time the Surface Repair Payment is due, then the Surface Repair Payment may be adjusted at the request of either Party. If additional roads are added to the Project Map, then the Surface Repair Payment for such additional roads shall be based upon bid letting rates then in effect at the Coles County Highway Department and plus a four percent (4%) engineering fee. If any supplemental Surface Repair Payment is due based upon the addition of Local Roads to the Project Layout Map (as set forth in Section 2(E)(27) or otherwise), the additional mileage shall be calculated by the Parties when CW delivers its Completion Notice (see Section 3(D)). The supplemental Surface Repair Payment, if any, shall be paid within fourteen (14) business days after the amount is calculated by the Parties.

(B) Until the date of the last Notice of Acceptance, CW shall perform and bear financial responsibility for necessary improvements and repairs to the Local Roads as a result of Project Construction, including the costs incurred for engineering estimates and inspections. When CW begin use of the Local Roads (including the Limited Access provided for in Section 2(C) and Pre-Construction Preparatory Work), damage requiring immediate repair to ensure the safety of the motoring public may trigger CW's obligation to perform road work. The term "damage" as used in this Agreement shall be interpreted broadly and shall include, but is not limited to, bleeding, rutting, rolling, breaking, damage to the road surface, subsurface, bridges, box culverts, culverts, drainage tiles, signs, or adjacent ditches.

(C) Until the date of the last Notice of Acceptance, the following shall apply to all Road Work.

(1) All work performed by CW shall be in accordance with the IDOT Design Standards and the IDOT Standard Specifications, unless otherwise approved by the Road Authority.

(2) CW shall be responsible, at its expense, for performing a loaded truck test roll in the presence of the inspector retained by the Road Authority of the Local Roads used for Project Construction (a **"Proof Roll"**) before surface

treatments are applied by the Road Authority. The Proof Roll shall be conducted in accordance with the IDOT Subgrade Stability Manual. Any areas which upon visualization and other customary methods of road evaluation show rutting, cracking, rolling, and/or pumping will require subsurface repairs to be made by CW at its expense.

Subsequent Proof Rolls shall be performed as required, at CW's expense, so that the Road Authority is assured the Local Roads are properly prepared for surface coat treatments by CW and the Road Authority.

(3) Repairing drainage problems resulting from Project Construction so that proper drainage is achieved.

(4) Ditch and shoulder work to be completed as required by the particular conditions existing of each road at the time of the post-construction road work. Disturbed ditches will be graded and seeded in accordance with IDOT Standard Specifications.

(5) All culverts and reinforced concrete pipes shall be inspected for damage following Project Construction by a qualified Engineer and, if necessary, replaced with reinforced concrete pipe; access entrance culverts can be replaced with new culverts of the same size which are riveted, corrugated, polymer coated, metal culvert pipes. No spiral culverts shall be used. The Road Authority shall engage an Engineer to conduct the inspection.

(6) All bridges and box culverts shall be inspected by a qualified structural engineering firm mutually agreed upon by the Parties for damage following Project Construction and, if necessary, replaced or repaired as needed. The Road Authority shall engage an Engineer to conduct the inspection.

(7) Shoulders shall be restored adjacent to the road to the extent to which they existed before Project Construction or as required by IDOT Bureau of Local Roads Manual.

(D) CW shall provide written notice to the Road Authority when CW has completed its portion of the Road Work, which may be submitted for all or on an incremental portion of the Project (each a "**Completion Notice**"). A Completion Notice will not be accepted by the Road Authority before May 1st in the year the Road Work is performed. The Completion Notice shall attest, under oath, that to the best of knowledge after making appropriate inquiries and exercising commercially reasonable efforts to collect conditional and final lien waivers from all appropriate contractors and subcontractors, all contractors, subcontractors and material suppliers retained by or for the benefit of CW who performed the Road Work have been paid in full, except any amounts subject to a good faith dispute with the applicable contractor and, with respect to such amounts subject to good faith dispute, CW agrees to adhere to the requirements of Section 6(G)(3). Upon receipt of the Completion Notice, the Road Authority shall have ten (10) business days to inspect the

Road Work and provide written notice to CW that the Road Work is accepted or rejected in whole or in part.

(1) If the Road Authority rejects the Road Work, the Road Authority shall state with particularity the work rejected, the action required to make the rejected work acceptable, and a reasonable time for the completion of the work (the "**Punch List Work**"). Upon completion of the Punch List Work, CW shall provide another Completion Notice to the Road Authority. If CW disputes the Punch List Work and the Parties are unable to resolve the dispute, the Parties may submit the dispute to the Neutral Engineer, as provided for in this Agreement, for resolution.

(2) If the Road Authority accepts the Completion Notice, then the Road Authority shall issue a written notice of acceptance substantially in the form of the attached Exhibit L ("**Notice of Acceptance**").

(E) If that any Road Work performed by CW or CW's Parties is found to be defective, CW will perform repairs to such defects within the three (3) year period following the date of the last Notice of Acceptance (the "**Warranty Period**").

CW shall, upon notification by the Road Authority of the necessity for the repair, make repairs at its own cost and expense, and shall remain liable for any additional cost or expense incurred. Should CW fail to make the repairs (i) within the reasonable time period specified in the notification, or (ii) within the time period determined by the Neutral Engineer (if a dispute is submitted for resolution to a Neutral Engineer (defined below)), then the Road Authority shall provide CW with a written notice of default and CW shall have the right to cure such default as set forth in Section 6(F). If CW fails to cure such default as set forth in Section 6(F), the Road Authority may cause the work to be done and draw upon the Financial Assurance as set forth in Section 6(G). Should the cost or expense exceed the amounts set forth in the Financial Assurance, CW shall remain liable for any additional cost or expense incurred by the Road Authority. The Warranty Period shall not be construed as a limitation or modification of any applicable statute of limitations.

(F) The Parties shall make a good faith effort to resolve any disagreements about the nature and/or scope of required road repairs, the projected costs of those repairs, or the performance of road work by CW. If the Parties' negotiation efforts are unsuccessful or upon written demand by either Party, the Parties, within twenty-one (21) calendar days shall select a neutral engineer for resolution of the dispute (the **"Neutral Engineer"**). The Neutral Engineer shall be an independent civil engineering firm which regularly practices and has experience in highway construction and design standards in rural central Illinois. The Neutral Engineer shall have no prior relationship with the Parties. Acceptable Neutral Engineers include:

(1) Hutchison Engineering, Inc.
1801 Lafayette Avenue
Jacksonville, Illinois 62651
217-245-7164

(2) Quigg Engineering, Inc.
1845 S. Main Street
Jacksonville, Illinois 62650
217-245-5375

(3) Veenstra & Kimm, Inc.
907 S. Fourth Street
Springfield, Illinois 62703
844-241-8033

The Parties and the Neutral Engineer shall promptly agree to procedures for submitting position papers and information to the Neutral Engineer and for an on-site inspection (if needed) by the Neutral Engineer. The Neutral Engineer shall complete its review and inspection within thirty (30) business days of its engagement by the Parties and issue its written report. The determination of the Neutral Engineer shall be binding upon the Parties. The costs for such inspection and report by the Neutral Engineer shall be paid by CW.

Section 4: Road Authority Undertakings. In consideration for the obligations of CW under this Agreement, the Road Authority agrees as follows.

(A) To permit CW to use the Local Roads for the Pre-Construction Preparatory Work or Project Construction and as may otherwise more expressly stated in this Agreement subject to the terms and conditions imposed upon CW by this Agreement. All other applicable and necessary permits and approvals shall be issued by the Road Authority and delivered to CW's onsite project manager in a timely manner upon the filing of applications by or on behalf of CW.

(B) To coordinate and cooperate with CW to minimize the impact of CW's use of the Local Roads on normal local traffic.

(C) To continue to be responsible for routine maintenance of the roadways under its jurisdiction. Such activities shall include snow removal, signage, and other regularly scheduled maintenance or repairs.

(D) To be fully responsible for all post-construction surface repair work as set forth in Section 3.

Section 5. Insurance. CW shall furnish the Road Authority with evidence of liability insurance in the amounts of at least Five Million Dollars ($5,000,000.00) per occurrence and Twenty Million Dollars ($20,000,000.00) in the aggregate, which can be met by utilization of excess and/or umbrella policy coverage as required by the Liability Insurance and Indemnification Section of the WECS Ordinance covering the activities of CW contemplated by this Agreement. The insurance shall be written by a company rated by A.M. Best as A-, VIII or Standard & Poor's rating group as B+ or better. A Certificate of Insurance, with the endorsements provided for in this Section, shall be provided to the Road

Authority on or before use of the Local Roads by CW. The insurance policy shall provide at least thirty (30) days' written notice of cancellation to the Road Authority. Should CW allow such liability insurance to terminate, the Road Authority shall have recourse against the for funds sufficient to cause the liability insurance to be reinstated. The Road Authority, and its respective elected and appointed officials, agents and employees shall be named as additional insureds on the policy and CW shall provide a copy of the Additional Insured Endorsement to the Road Authority or policy language granting such status to the Road Authority.

Section 6: Financial Security.

(A) CW shall provide to the Road Authority Financial Assurance as specified in Subsection (C) below.

(B) The Financial Assurance shall provide security to the Road Authority for the following phases of the Project:

(1) the review of CW's projected use of Local Roads for Project Construction as set forth in the TIA;

(2) the limited access to Local Roads provided for in Section 2(C);

(3) the pre-construction road modifications;

(4) Project Construction;

(5) the Road Warranty Period; and

(6) the Operations Period.

(C) The Financial Assurance shall be in the following forms and amounts and provided at the times specified below:

(1) On or before March 1, 2026, or within 45 calendar days of approval of the Pre-Construction Documents if that date is later than February 1, 2026, or upon CW's use of the Local Roads for Preliminary Work, CW will execute an escrow agreement in the form attached hereto as Exhibit M (the "**Escrow Agreement**") to establish an escrow account (the "**Escrow Account**") for the benefit of the Road Authorities (as defined in the Escrow Agreement). The Escrow Account will be initially funded in the amount of One Million Dollars ($1,000,000.00). The Escrow Account shall remain in place during the Operations Phase of the Project. The "**Operations Phase**" means the period starting on the date that the Project first produces power for commercial sale, not including test power, and terminating on the date when the Project ceases permanently to produce power for commercial sale. CW shall notify the Road Authority in writing at the date upon which the Project produces power for commercial sale (the **"Commercial Operation Date"**).

(a) The Escrow Account shall remain in place during the Construction Work, Warranty Work, and Operations phases of the Project and will be used to fund payment of any reimbursables or amounts due but unpaid after thirty (30) days (e.g., Construction Review and Administration tasks) per a thirty (30) calendar day payment cycle.

(b) When CW gives notice of the Commercial Operation Date as provided for in Section 6(C), the Escrow Account can be reduced to One Hundred Fifty-Nine Thousand Dollars ($159,000.00).

(c) The Escrow Account can be closed when the Project is decommissioned or repowered or as otherwise agreed by CW and the Road Authorities.

(2) When the Construction and Administrative Review Fee is paid, CW shall provide an irrevocable Letter of Credit (the "**Letter of Credit**") issued by a sound financial institution located in the United States of America; provided that the Letter of Credit may be issued by a United States branch of a foreign bank, substantially in the form attached as Exhibit M to this Agreement. The Parties acknowledge that the exact terms of the Letter of Credit may be subject to terms requested by the financial institution issuing the Letter of Credit. The Letter of Credit shall be in the amount Nine Million Four Hundred Seventy-Eight Thousand, One Hundred Ninety-Three Dollars ($9,478,193.00) (the "**Construction Period Security Amount**").

(3) Upon Substantial Completion, the Letter of Credit shall be reduced to ten percent (10%) of its initial funding.

(4) Upon the expiration of the Warranty Period, CW's obligation to provide the Letter of Credit shall terminate and the Road Authority shall promptly return the Letter of Credit in accordance with the terms of such Letter of Credit.

(5) CW can replace the Financial Assurance at the time of a change in ownership with substantially the same form as the Financial Assurance currently in place without the Road Authority's approval; provided that such replacement Financial Assurance is in the amount required for the applicable time as set forth in this Section 6.

(6) If the Letter of Credit has a maturity date before the expiration of CW's obligations to provide Financial Assurance as set forth in this Section 6, CW will provide replacement Financial Assurance in a form and amount as provided for herein or otherwise approved by the Road Authority at least thirty (30) days before the termination date of the provided Letter of Credit. Upon the Road Authority's receipt of replacement Letter of Credit in a form and amount as provided for herein or otherwise approved by the Road Authority, the Road Authority will promptly return the previously provided Letter of Credit in accordance with the terms of such

Letter of Credit, and such Letter of Credit will terminate as of the effective date of the replacement Letter of Credit.

(D) A reduction in the Financial Assurance shall not amount to acceptance by the Road Authority of improvements or repairs to Local Roads by CW.

(E) The amount stated on the Financial Assurance shall not be deemed to be the limit of CW's financial obligations under this Agreement. Should the cost or expense of any of CW's financial responsibilities under this Agreement exceed the amount on deposit in the Escrow Account or stated on the Letter of Credit, CW shall remain liable for any additional cost or expense.

(F) The Road Authority shall not draw on the Letter of Credit until:

(1) fifteen (15) calendar days after the receipt of a written notice to CW specifying a default hereunder by CW, during which fifteen (15) calendar days CW may cure such default or such longer period for a default that cannot be reasonably cured within fifteen (15) calendar days; provided that so long as CW commences the cure within that 15-day cure period and diligently completes the cure and, if CW so cures, the Road Authority shall not draw on the Letter of Credit on account of such default; or

(2) CW fails to provide required replacement Letter of Credit at least thirty (30) days before the termination date of the current Letter of Credit, the Road Authority provides notice of such failure to CW, and CW fails to provide a replacement Letter of Credit within ten (10) days of receipt of notice.

(G) The Financial Assurance may be used by the Road Authority for costs incurred or reasonably expected to be incurred upon CW's failure to provide a replacement Letter of Credit as provided for in this Section 6 or to cure any defaults not cured in accordance with this Section 6 or of any kind or nature with respect to CW's obligations under this Agreement, including, but not limited to:

(1) providing payment for any of CW's obligations under this Agreement which remain unpaid for thirty (30) calendar days after such obligations have been incurred and notice sent to CW by the Road Authority in accordance with this Agreement, which obligations shall include without limitation, modification, repairs, and improvement of the Local Roads, subject to the Warranty Period and dispute resolution mechanisms set forth in Section 3;

(2) keeping the liability insurance policy required pursuant to Section 5 in force and effect;

(3) if the Road Authority is served with a notice pursuant to the Illinois Mechanics' Lien Act from any of CW's contractors, subcontractors, material

suppliers, engineers or others (a **"Lien Claimant"**) that CW has not paid for work performed in connection with this Agreement and, after written notice of such claim, CW or its contractor has not provided a payment bond for the amount claimed either as required by any court in which an action is pending or pursuant to the Illinois Mechanic's Lien Act with respect to such Lien Claimant, payment may be made to such Lien Claimant; in such circumstance, the payment may be made through a title insurer or escrowee after a review of lien waivers and other documents for the purpose of insuring against claims by a Lien Claimant; and further provided that this right in the Road Authority shall not be construed as granting to any Lien Claimant any right as a third party beneficiary or otherwise to the proceeds of the Financial Assurance;

(4) reimbursement for emergency actions by the Road Authority to respond to an incident related to construction of the Project to protect public health, and safety; or

(5) reimbursement for such other actions or costs incurred (erection of traffic control devices, payment for outside consultants and advisors, *et cetera.)* as are provided for under this Agreement.

Section 7: Operations Phase of the Project

During the operations and maintenance phase, commencing on the date that the Project first produces power for commercial sale, not including test power and terminating on the date when the Project ceases permanently to produce power for commercial sale (the "**Operations Phase**"), CW agrees to, and shall cause CW's Parties to, abide by the terms and conditions set forth below. Failure to comply with requirements may result in Notice of Violations and related fines being assessed as provided for in Section 2(E).

(A) As provided for in Section 6(C), CW shall notify the Road Authority in writing of the Commercial Operation Date and within thirty (30) calendar days after such notice of the Commercial Operation Date and every year thereafter on the first day of April while the Project is operating, CW shall pay to the Road Authority an annual road maintenance and permit fee of Forty-Five Thousand ($45,000.00); this amount is based upon the Local Roads to be used for Project Construction as set forth on the Project Layout Map (Exhibit A) (the "**Annual Road Maintenance and Permit Fee**").

If additional Local Roads are added to the Project Traffic Map (as set forth in Section 2(E)(27) or otherwise), the Annual Road Maintenance and Permit Fee shall be adjusted on the basis of $3,000 for each additional mile under the Road Authority's jurisdiction as determined by the final Project Traffic Map (all incremental miles shall be rounded up). The Annual Road Maintenance and Permit Fee shall be deposited in the County Highway Fund. The Annual Road Maintenance and Permit Fee shall be and shall be escalated annually thereafter at the rate of two percent (2%).

(B) As needed, CW shall apply for Road Permits from the Road Authority to use Local Roads improved in connection with Project Construction from the Road Authority using the application forms in effect at the time of application and shall not move such vehicles until the necessary permits are issued. The Road Authority shall not unreasonably withhold, delay, charge any fee or otherwise condition such permits. If CW fails to obtain a permit or comply with the terms of an issued permit, then the Road Authority may issue a Notice of Violation and impose a fine of $1,000.00.

(1) If intersection improvements are needed for vehicle movements, then CW shall provide plans, prepared by an Engineer, for the installation and removal of the proposed intersection improvements which provide for positive drainage at all times. Upon approval of the plans by the Road Authority, CW shall increase the Letter of Credit in an amount equal to 130% of the estimated cost of the intersection work. No Road Permits will be issued until the Letter of Credit is increased. Upon completion of the intersection work and acceptance by the Road Authority, the Letter of Credit can be reduced as provided for in Section 6(C)(3).

(C) As needed, CW shall apply for Access Entrance permits from the Road Authority using the application forms currently in effect at the time of application. CW shall not create an entrance point until the permit is issued. The Road Authority shall not unreasonably withhold, delay, charge any fee, or otherwise condition such permits.

(D) As needed, CW shall apply for Utility Permits from the Road Authority using the application forms currently in effect at the time of application. CW shall not proceed with utility work until the permit is issued. The Road Authority shall not unreasonably withhold, delay, charge any fee, or condition such permits.

(E) CW shall be financially responsible for damage, ordinary wear and tear excepted, to Local Roads caused by Project vehicle traffic during ordinary operations and maintenance of the Project. By way of illustration and not limitation, ordinary operations and maintenance includes activities such as changing the gear oil, coolants, seals, brake pads, and filters; greasing the bearings; adjusting sensors and actuators; and visually inspecting the blades, tower, and electrical connections and the replacement or refurbishment of these components. Repairing or replacing up-tower components, such as a gear box, generator, or blade(s) on an individual turbine is also an example of ordinary operations and maintenance.

(F) Extraordinary Events. If CW elects to repower any Turbine(s) or is required to perform other extraordinary repair or maintenance such that overweight or oversize vehicles must make multiple, successive deliveries of Turbine parts (including overweight and oversize vehicles needed to move the heavy lift crawler crane) (by way of example and not limitation, multiple nacelles and/or replacement tower segments in contrast, as way of further example and not intended as a limitation by the Parties, repairing a single turbine due to damage caused by a lightning strike or faulty part would not be an Extraordinary Event), (an "**Extraordinary Event**"), CW shall:

(1) give advance written notice of the intended movements to the Road Authority;

(2) provide a transportation impact analysis and plan, with a schedule of bridges and culverts to be used and an estimate of pre- and post-construction repairs and estimated costs, similar in form to the information provided when the Project was constructed, all of which is subject to reasonable approval by the Road Authority; and

(3) provide additional Financial Assurance to the Road Authority to protect the Road Authority from the expense of repair and/or restoration of Local Roads resulting from such Extraordinary Events.

(G) If CW desires use of Local Roads for demolition or decommissioning of the Project as a whole or of individual Turbines, repowering the Project, or for the development of another Project, another road agreement with the Road Authority shall be required.

Section 8: Miscellaneous.

(A) Incorporation of Background Recitals. The recitals set forth in the Background section of this Agreement are hereby incorporated herein and made a part of this Agreement.

(B) Approvals. Whenever the consent or approval of any Party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, the Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

(C) Remedies and Enforcement. Each of the Parties hereto, their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party, or their successors or assigns, which default is not cured for a period of fifteen (15) calendar days after receipt of a written notice to the defaulting Party of such default or such longer period for default, that cannot be reasonably cured within fifteen (15) calendar days provided the defaulting party commences the cure within such fifteen (15) calendar day period and diligently pursues a cure of the same, the Party seeking to enforce said provisions shall thereafter have the right to file a breach of contract claim, an action for a declaratory relief and/or to seek the remedies of specific performance and injunctive relief, as well as other remedies available at law or in equity. Notwithstanding the foregoing, the Road Authority may, without notice, take remedial action if immediate hazards exist and CW is unable to or fails to take immediate action to make the Local Roads safe for the motoring public and any costs reasonably incurred by the Road Authority in such a circumstance shall be reimbursed by CW.

(D) Due Authorization. CW hereby represents and warrants that this Agreement has been duly authorized, executed, and delivered on behalf of CW. The Road Authority

hereby represents and warrants that this Agreement has been duly authorized, executed, and delivered on behalf of the Road Authority.

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

(F) Entire Agreement. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between the Parties except as provided for in Section 2(E)(38) concerning payment of fees for Engineering Services.

(G) Amendments. No waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought. Any amendment or modification to this Agreement shall be in writing and executed by each Party hereto.

(H) Notices. All notices shall be in writing. Unless otherwise provided, a notice shall be deemed to be received by a Party (1) on the date of personal service; (2) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (3) on the next business day if sent by overnight delivery service (*e.g.,* Federal Express) with all fees prepaid. Notice may be sent via facsimile to a facsimile number provided or to a provided e-mail address, however, notice sent via facsimile or e-mail shall be followed by notice delivered by personal service or via registered or certified mail, return receipt requested, postage prepaid or by overnight delivery unless such additional notice is waived in writing by the Party receiving the notice. If notice is effected by facsimile or e-mail, notice shall be deemed received on the date the receiving Party provides written notification to the other Party that a delivery of notice by supplemental means is not required.

Notices shall be addressed as follows:

If to CW:

Coles Wind, LLC
120 Garrett Street, Suite 700
Charlottesville, VA 22902
Attention: General Counsel
Telephone: 434-220-7595
Facsimile: 434-220-3712
Email: legal@apexcleanenergy.com

If to the Road Authority:

Coles County Highway Dept.
ATTN: County Engineer
825 18th Street
Charleston, IL 61920
Telephone: 217-348-0527
Email: RJohnson@co.coles.il.us

With copy to:

Apex Wind Construction, LLC
120 Garrett Street, Suite 700
Charlottesville, VA 22902
Attention: Chris Weatherford
Telephone: 434-270-7157
Facsimile: 434-220-3712
Email:
chris.weatherford@apexcleanenergy.com

With a copy to:

Coles County State's Attorney
651 Jackson Ave #330
Charleston, IL 61920
Telephone: 217-348-0561
Email: jdanley@co.coles.il.us

and

Sheryl H. Churney
Klein, Thorpe & Jenkins, Ltd.
7 Northpoint Drive
Streator, Illinois 61364
Telephone: 815-672-3116
Facsimile: 815-672-0738
Email: shchurney@ktjlaw.com

or to such other party or address as any Party hereto may from time to time designate in a written notice to the other Party.

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

(J) Commencement of Project. This Agreement shall be void if construction of the Project is not started on or before December 31, 2026, and is thereafter diligently pursued to completion, provided, however, CW's obligations to pay for third party costs incurred by the Road Authority shall survive.

(K) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, (the state in which this Agreement is deemed to have been executed and delivered), irrespective of any conflict of laws provisions.

(L) Forum Selection. The Parties agree that any disputes arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Circuit Court for the Fifth Judicial Circuit, Coles County, Illinois.

(M) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(N) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives. Except as provided in subsections (1) and (2) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Parties. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, the Road Authority's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of the CW pursuant to this Agreement.

(1) CW may, without the consent of the Road Authority, collaterally assign this Agreement to (a) any lender or equity investor (including any tax equity investor) providing financing or refinancing for the Project (including a trustee or agent for the benefit of its lenders) and (b) any power purchaser. However, notwithstanding any provision herein to the contrary, CW shall, in the event of any such permitted assignment, remain bound to the terms of this Agreement unless otherwise agreed by the Parties in writing.

(2) CW may, without the consent of the Road Authority, assign or transfer this Agreement or any or all of its rights, interests, and obligations under this Agreement to any affiliate of CW, provided that in each case the assignee assumes and agrees in writing to be bound by the terms of this Agreement, and the assignor shall provide the Road Authority with written notice on or before the effective date of such assignment and assumption, which notice will include the name, address, telephone number, and email address of the person which is authorized to receive any notice required or authorized to be given on behalf of the assignee as provided in Section 8(H) of this Agreement.

(3) CW will not be required to obtain consent of the Road Authority for or in connection with (a) a corporate reorganization of CW or any of its direct or indirect affiliates, or (b) a sale of the Project or transfer of equity interest to any direct or indirect affiliate of CW. Upon a sale or transfer of all of CW's right, title, and interest in the Project, CW shall be released from all of its obligations and liability hereunder, provided that, pursuant to an assignment and assumption of this Agreement, the transferee of the Project assumes and agrees in writing to be bound by the terms of this Agreement, and CW shall provide the Road Authority with written notice on or before the effective date of such assignment and assumption, which notice will include the name, address, telephone number, and email address of the person which is authorized to receive any notice required or authorized to be given on behalf of the assignee as provided in Section 8(H) of this Agreement.

(O) No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants,

agreements, and conditions herein contained or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(P) Attorney's Fees and Costs. CW agrees to reimburse the Road Authority for all reasonable attorneys' fees and costs associated with the ongoing review of compliance with the Agreement in the ordinary course.

(Q) Memorandum of Agreement. A Memorandum of this Agreement, substantially in the form of Exhibit O hereto, shall be recorded with the Coles County Recorder of Deeds by CW at its expense within thirty (30) calendar days after the execution of this Agreement and a copy of the recorded Memorandum shall be delivered to the Road Authority within sixty (60) calendar days after the execution of this Agreement.

(R) Construction of Agreement. In the event of any ambiguity in the terms of this Agreement that the Parties are unable to resolve and a dispute concerning such an ambiguity is subject to resolution by a judicial or alternative dispute resolution proceeding, then the ambiguity, if an ambiguity is found to exist, shall be interpreted and resolved in the light most favorable to the Road Authority.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

Coles County, Illinois

By: _____
Darrell Cox, Chairman

By:

Attest:

_____
Julie Coe, Clerk

Coles Wind, LLC

By: _____

Name: Scott Koziar

Title: Chief Development Officer of the manager of the sole member of the sole member of CW Wind, LLC

County of Albemarle)
) ss
State of Virginia)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Scott Koziar, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in his capacity as Chief Development Officer of the manager of the sole member of the sole member of Coles Wind LLC, he signed and delivered said instrument, as the free and voluntary act of said company and in accordance with authority granted to him by its managing members.

Given under my hand and notarial seal October __, 2025.

_____
Notary Public

EXHIBIT A

PROJECT LAYOUT MAP

(attached)

EXHIBIT B

FORM OF RIGHT OF WAY EASEMENT AGREEMENT

(attached)

Prepared by:
Coles Wind, LLC
INSERT STREET ADDRESS
CITY, STATE ZIP

Return to:
INSERT NAME
INSERT STREET ADDRESS
CITY, STATE ZIP

(Above Space for Recorder's Use Only)

RIGHT OF WAY EASEMENT AGREEMENT

This Right of Way Easement Agreement ("**Agreement**") is made as of the ___ day of _____, 202__ ("**Effective Date**") by and between _____("**Owner**"), and Coles Wind, LLC, a Delaware limited liability company ("**Developer**"). Owner and Developer may hereafter be referred to herein individually as a "**Party**" and together as the "**Parties**."

RECITALS

A. Owner owns the real property described on Exhibit A ("**Property**").

B. Developer plans to develop, construct, own and operate a commercial wind energy conversion facility in Coles County, Illinois ("**Project**").

C. Before construction of the Project, Developer will widen and improve portions of the roads and associated rights-of-way, including installation of culverts to improve drainage.

D. Developer desires to obtain and Owner desires to grant easement rights necessary to make such road and drainage improvements as set forth in this Agreement.

In consideration of the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer hereby agree as follows:

AGREEMENT

1. Grant of Easement.

(a) Owner hereby grants and conveys to Developer a non-exclusive, irrevocable perpetual easement, under, over, across, through and upon a portion of the Property as depicted on the attached Exhibit B ("**Easement Area**") for the purposes of construction and expansion of existing roadways and rights of way, including grading, culvert installation, and general road construction ("**Improvements**"), together with the right of access over and across that portion of

the Property outside the Easement Area as may reasonably be required for construction and maintenance of the Improvements ("**Easement**"). Developer will use reasonable efforts to minimize surface disturbance on the portion of the Property lying outside the Easement Area.

(b) Developer shall repair (including replacement of damaged tile as necessary) any tile damage on the Property caused by Developer's activities on the Property. Developer's repairs to drainage tiles shall preserve the function of the tile system as it existed before Developer's activities on the Property.

2. Assignment to Road Authority. No later than 60 calendar days after completion of construction of the Project, Developer shall assign this Agreement and the Easement to *[applicable road authority]* ("Road Authority") for public roadway purposes and thereafter the Easement shall be maintained by the Road Authority. Upon such assignment, Road Authority shall have the right to permit others to use or operate, install, maintain, alter, repair, replace, renew, improve and remove other facilities and structures, including but not limited to, underground communication lines, fiber optics, wire, or other means of electricity, voice data, video, digitized information, pipes and conduits, upon and beneath the surface of the Easement Area, and overhead wires, cables, and poles of other structures for the support of such facilities and structures on the Easement Area.

3. Non-Interference. Owner shall not do or permit anyone else to do anything that would adversely affect or interfere with Developer's or the Road Authority's use of the Improvements or Easement Area.

4. Default & Remedy. If Developer fails to perform its obligations in this Agreement, Owner shall be entitled to any remedy available under applicable law or equity; provided, however, that no such violation shall result in a termination of the Agreement or any right conveyed or granted in this Agreement. This Agreement shall not be terminable by Owner under any circumstances. Developer shall have the right to terminate this Agreement at any time, by giving written notice of termination to the Owner.

5. Covenants Running With the Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern Owner's Property and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon Owner's Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors, and assigns. Upon transfer of Owner's interest in the Property, or Developer's interest in this Agreement, the transferring Party shall be deemed released from further obligation or liability under this Agreement as to matters first arising after such transfer.

6. Further Acts and Assurances. Each Party hereby agrees that each shall execute such additional documents or instruments and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement, including in the case of Owner, such additional documents as may be reasonably required for Project permits or any document that may be reasonably required in connection with any financing or sale.

7. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Developer regarding the subject matter of this Agreement and no promises or representations, express or implied, either written or oral, not set forth in this Agreement shall be binding upon or inure to the benefit of Owner and Developer. This Agreement shall only be modified in writing signed by both Parties.

8. Severability. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions in this Agreement unenforceable, invalid, or illegal.

9. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

SIGNATURES AND ACKNOWLEDGMENTS FOLLOW

IN WITNESS WHEREOF, Owner and Developer have caused this Right of Way Easement Agreement to be executed and delivered as of the Effective Date.

OWNER:

_____

Name:

STATE OF ILLINOIS)
) ss.
COUNTY OF COLES)

On the ____ day of _____, in the year 202__ before me, the undersigned, personally appeared _____, an individual personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, executed the instrument.

_____

Notary Public

IN WITNESS WHEREOF, Owner and Developer have caused this Right of Way Easement Agreement to be executed and delivered as of the Effective Date.

DEVELOPER:

Coles Wind, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of _____, in the year 202__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he is the _____of Coles Wind, LLC, a Delaware limited liability company.

_____
Notary Public

RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT A

DESCRIPTION OF PROPERTY

RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT B

EASEMENT AREA

EXHIBIT C

PLAN OF DAY FORM

(attached)

PLAN OF THE DAY
PUBLIC ROADWAYS
Date: ___/___/_____
Page ___ of ___

MAP OF WORK AREA ATTACHED

Roadway: _____From: _____To: _____
☐ Full Closure ☐ Partial Closure Expected Date of Reopening: ___/___/___

Will residents living along the roadway have access? ☐ Yes ☐ No
From which direction? _____ Have they been notified? ☐ Yes ☐ No
Scope of Work:
- ☐ Culvert(s): _____
- ☐ Soil Cement Stabilization
- ☐ Aggregate Capping
- ☐ Roadway Preparation
- ☐ Seal Coat
- ☐ Other:

Roadway: _____ From: _____ To: _____
☐ Full Closure ☐ Partial Closure Expected Date of Reopening: ___/___/____

Will residents living along the roadway have access? ☐ Yes ☐ No
From which direction? _____ Have they been notified? ☐ Yes ☐ No
Scope of Work:
- ☐ Culvert(s): _____
- ☐ Soil Cement Stabilization
- ☐ Aggregate Capping
- ☐ Roadway Preparation
- ☐ Seal Coat
- ☐ Other: _____

Roadway: _____ From: _____ To: _____
☐ Full Closure ☐ Partial Closure Expected Date of Reopening: ___/___/____

Will residents living along the roadway have access? ☐ Yes ☐ No
From which direction? _____ Have they been notified? ☐ Yes ☐ No
Scope of Work:
- ☐ Culvert(s): _____
- ☐ Soil Cement Stabilization
- ☐ Aggregate Capping
- ☐ Roadway Preparation
- ☐ Seal Coat
- ☐ Other: _____

EXHIBIT D

NOTICE OF PRE-CONSTRUCTION COMPLETION

NOTICE OF PRE-CONSTRUCTION COMPLETION
(Select Appropriate Jurisdiction)

_____ Coles County Highway Dept.
825 18th Street
Charleston, IL 61920
Phone 217-348-0527

_____Morgan Township Road District
16381 N. Co. Rd. 2080 E.
Charleston, IL 61920
Phone: 217-246-4118

_____Seven Hickory Township Road Dist.
14377 Onyx Street
Charleston, IL 61920
Phone: 217-232-5834

RE: Coles Wind, LLC – [Road Authority Name] Road Agreement
Dated [insert date], 202___ (the "Road Agreement")

Dear Road Authority:

Please be advised that Coles Wind has completed the Pre-Construction Preparatory Work, including dust control surface treatment, to the nearest mile as required by the Road Agreement at the following location(s):

Coles Wind requests that the Road Authority issue a Notice to Proceed allowing use of the identified roads within five (5) business days of receipt of the Notice.

Sincerely,

Name, Title

EXHIBIT E

NOTICE TO PROCEED FORM

NOTICE TO PROCEED

TO: _____

_____

_____

RE: ***Coles Wind Farm Project***

Dear Reader:

Please be advised that the [INSERT ROAD AUTHORITY NAME] accepts the pre-construction work performed on behalf of Coles Wind as required by the Road Agreement in the following location(s):

_____

_____

_____

The following public roads may now be used for Project construction:

_____

_____

_____

Sincerely,

By:_____

Name:_____

Title:_____

EXHIBIT F

UTILITY PERMIT FORM

(attached)

UTILITY PERMIT APPLICATION – COLES WIND PROJECT
(Select Appropriate Road Authority Jurisdiction)

_____ Coles County Highway Dept. 825 18th Street Charleston, IL 61920 Phone: 217-348-0527	_____ Morgan Township Road District Ron Hungler 16381 N. Co. Rd. 2080 E. Charleston, IL 61920 Phone: 217-246-4118
_____ Seven Hickory Township Rd. Dist. Rick Madlem 14377 Onyx Street Charleston, IL 61920 Phone: 217-232-5834	

Applicant Name: _____

Address: _____

Contact Person and Phone Number: _____

Permission is hereby granted by the Road Authority to perform the following work along

County / Road District Highway: _____

Location Site: _____

Work Description (Size, Type, Nature, and Extent): _____

_____

_____

Estimated completion date: _____

Submitted by:

_____ Date_____
Signature

_____ And
Print Name

_____ Date_____
Signature of Property Owner

_____
Print Name of Property Owner

APPROVED WITH ATTACHED CONDITIONS:

1. No open cutting of roadways, underground utilities must be either bored or jacked.

2. All disturbed right-of-way areas by applicant must be restored to their previous condition. The County Engineer (Highway Commissioner) or his agent shall be the final and sole decision maker as to whether said highway has been restored to a condition similar or equal to that existing before the commencement of said work. No equipment, in the opinion of the County Engineer (Highway Commissioner), that may be detrimental to the roadway or the road surface may be used. The applicant shall reimburse the County (Road District) at contract rates for any reasonable repairs the County (Road District) deems necessary to the existing highway due to said work.

3. The applicant shall at all times provide for the protection of workers, the traveling public, and the work area. All traffic control provisions of the Manual on Uniform Traffic Control Devices must be adhered to. All traffic control devices utilized shall be in accordance with the current MUTCD. The applicant shall assume all risk and liability for accidents and damages that may accrue to persons or property resulting from this work. The applicant further agrees to indemnify and hold harmless the County of Coles (Road District), or any of its agents, employees, or the like, as set forth in that certain Road Use Agreement between the applicant and the County of Coles (Road District).

4. Any future adjustment necessary to the utility line as a result of the reconstruction or relocation of the County (Road District) highway shall be at the sole expense of the utility company or that of the applicant, and the applicant agrees to hold the County (Road District) harmless from any fees, fines, or penalties if may be charged as a result of said relocation.

5. All bore pits shall be a minimum of 10 feet off the edge of the right-of-way.

6. This agreement is binding not only on the applicant but also on the applicant's employees, successor, assigns, subcontractor, or any other person who finds or assists in the funding of the proposed installation or assumes the responsibility for the care and maintenance of the proposed installation after its completion. The applicant agrees that he has a mandatory duty to inform his employer, successor, assigns, or any person who subsequently assumes responsibility for the care and maintenance of said completed installation of the existence of this agreement.

7. If the utility needs to be exposed in conjunction with any Highway Department (Road District) work, the applicant shall be responsible for coordinating such exposure with the utility company. The applicant agrees to hold the County (Road District) harmless from any action resulting from the applicant's failure to undertake said coordination.

8. The applicant shall be responsible for repairs of pavement caused by settling due to the disturbance of the embankment and/or when underground utilities must be bored or jacked under the roadway.

9. Additional Permittee Responsibilities: Obtaining a Right-of-Way Permit does not relieve Permittee of its duty to obtain all other necessary permits, licenses, and authority to enter upon the property and to pay all fees required by other applicable rule, law, or regulation. A Permittee shall perform all work in conformance with all applicable codes and established rules and regulations and is responsible for all work done in the Right-of-Way pursuant to its permit, regardless of who does the work.

Comments by County Engineer / Highway Commissioner:

_____

_____

_____

Approved with above conditions as outlined.

Permit #: _____

Approved_____ Date_____

Print Name_____ Title_____

PERMIT IS SUBJECT TO TERMS AND CONDITIONS OF ROAD USE AGREEMENT ENTERED INTO BY COLES WIND, LLC AND THE ROAD AUTHORITY ISSUING THIS PERMIT.

EXHIBIT G

ACCESS ENTRANCE PERMIT APPLICATION FORM

(attached)

ACCESS ENTRANCE PERMIT APPLICATION– COLES WIND PROJECT
(Select Appropriate Jurisdiction)

_____ Coles County Highway Dept. 825 18th Street Charleston, IL 61920 Phone: 217-348-0527	_____ Morgan Township Road District Ron Hungler 16381 N. Co. Rd. 2080 E. Charleston, IL 61920 Phone: 217-246-4118
_____ Seven Hickory Township Rd. Dist. Rick Madlem 14377 Onyx Street Charleston, IL 61920 Phone: 217-232-5834	

Location of Improvement

Road Name:_____(Street, Ave.) Co. Highway # (if applicable)_____

Location or Nearest Cross Street: _____

Project Name: _____COLES WIND FARM_____

Type of Permit Requested:_____

Date Applied:_____ Turbine # (if applicable): _____

Applicant Information

Name:_____

Mailing Address: _____

City, State, ZIP: _____

Phone: (_____)_____ Email address: _____

Contractor
(If work done by other than Applicant)

Name:_____

Mailing Address: _____

City, State, ZIP: _____

Phone: (_____)_____ Email address: _____

Engineer
(If more than one firm please list the prime.)

Name:_____

Mailing Address: _____

City, State, ZIP: _____

Phone: (_____)_____ Email address: _____

Documentation
Please attach copies of all drawings, plan sheets, spec sheets, construction schedules and other documentation necessary to complete the permit.

PERMIT IS SUBJECT TO TERMS AND CONDITIONS OF ROAD USE AGREEMENT ENTERED INTO BY COLES WIND, LLC AND THE ROAD AUTHORITY ISSUING THIS PERMIT.

Signatures

_____ Date_____
Signature

_____
Print Name

Approved_____ Date_____

Print Name_____ Title_____

EXHIBIT H

FORM OF SWORN STATEMENT

COLES WIND ROAD USE AGREEMENT
SWORN STATEMENT
[MONTH] [DAY], 202[YEAR]

Coles Wind, LLC ("**CW**") has entered into that Road Use Agreements with Coles County, the Morgan Township Road District, and the Seven Hickory Township Road District (the "**Agreements**"), which govern the rights and obligations of CW and the local road authorities with respect to construction of the wind energy generating facility (the "**Project**") and CW's use of roads and appurtenances operated and maintained by the local road authorities for construction of the Project.

In accordance with the requirements of the Road Use Agreements, [name of contractor or supplier] (the "**Contractor**") has agreed to provide this sworn statement certifying that:

1. Contractor has received and read a copy of a Project Road Use Agreement, including the exhibits.

2. Contractor agrees to abide by the terms and conditions of the Road Use Agreement applicable to use of the roads under the Road Authority's jurisdiction, including but not limited to the overweight/oversize permits issued by the Road Authority, and to provide a copy of the Road Use Agreement to any subcontractors and independent contractors performing work on the Local Roads.

All capitalized terms used and not otherwise defined shall have the meaning ascribed to them in the Agreement.

CONTRACTOR
[name of contractor or supplier]

By: _____
Name: _____
Title: _____

EXHIBIT I

OVERWEIGHT/OVERSIZE VEHICLE PERMIT FORM

(attached)

OVERWEIGHT/OVERSIZE VEHICLE PERMIT APPLICATION

(Select Appropriate Jurisdiction)

_____ Coles County Highway Dept. 825 18th Street Charleston, IL 61920 Phone: 217-348-0527	_____ Morgan Township Road District Ron Hungler 16381 N. Co. Rd. 2080 E. Charleston, IL 61920 Phone: 217-246-4118
_____ Seven Hickory Township Rd. Dist. Rick Madlem 14377 Onyx Street Charleston, IL 61920 Phone: 217-232-5834	

COLES WIND FARM PROJECT Turbine # (if applicable)_____

Vehicle Owner _____

Person Requesting Permit _____

Address _____

Telephone No. _____ FAX No. _____

Email _____

Type of Load_____Gross Weight _____Length (kingpin to rear axle)_____

Make of Truck _____ License No. _____ No. of Axles _____

Overall Dimensions: Width _____ Height _____ Overall Length _____

Origin of Move _____

Local Highway Routes _____

Termination Point _____

PERMIT IS SUBJECT TO TERMS AND CONDITIONS OF ROAD USE AGREEMENT ENTERED INTO BY COLES WIND, LLC AND THE ROAD AUTHORITY ISSUING THIS PERMIT.
If there are any discrepancies between this form and the Road Use Agreement, the Road Use Agreement shall control.

a. Permits must be in the vehicle and available to be inspected by police or representatives of the road authority issuing this permit, that is, County Highway Department or Road District representatives.
b. Oversize loads use the Local Roads during daylight hours only.
c. This permit does not preclude compliance with other existing laws which may apply to the movement.
d. LOCATIONS WHERE PERMIT IS NOT VALID: The permit is not valid on any highway or bridge posted for a load limit less than the gross weight on the move, on any highway closed to traffic, or on any highway not maintained by the Road Authority issuing this permit. The permittee must obtain permission from the Coles County Highway Department for moves on County Highways, individual Road District Highway Commissioner for moves on Road District roads, from IDOT for moves on State Highways, and from the municipality for moves on city streets.
e. This weight permit is subject to reduction or revocation when weather conditions warrant. Notice of change to be by telephone or fax.

EFFECTIVE DATES FOR PERMIT: _____

APPROVED: _____ Title: _____

Print Name: _____ Date: _____

MOVING PERMIT GENERAL PROVISIONS
READ YOUR PERMIT BEFORE STARTING YOUR MOVE

THIS FORM IS PART OF YOUR PERMIT: The conditions and restrictions listed in this form govern the movement of vehicles or objects authorized by this permit.

PERMIT TO ACCOMPANY MOVEMENT: The driver of the vehicle shall have the permit, in written or electronic form, in their possession during the movement and shall show said permit, on demand, to any law enforcement and/or any authorized representatives of the road authority issuing this permit, that is, County Highway Department or Road District representatives. The permit covers only the person or firm designated as Permittee and is not transferable.

AGREEMENT: The acceptance of the permit by the Permittee constitutes an agreement that the movement will be made strictly in compliance with the terms set forth in the permit.

AXLE SPACINGS: The spacing requirements for all overweight loaded routine & superload permits, as well as all towed routine permits are as follows: the spacing between the steer axle & the first axle on the tractor tandem may not be less than 8'1", the spacing before the first axle of the trailer may not be less than 18'6", the sum of all axle spacings must be at least 43'6". All towed permits that do not meet these minimum spacing requirements will automatically be moved and considered/processed as a superload permit.

FLASHING OR ROTATING AMBER LIGHT: All loads must display an operable oscillating, rotating, or flashing amber light(s) when moving under oversize/overweight permit authority. If the load blocks visibility of the amber light(s) from the rear, a light must be displayed at the rear of the vehicle.

HIGHWAY CONDITIONS IN INCLEMENT WEATHER: Moves shall not be made when highway is covered with snow or ice, or when visibility is unduly impaired by rain, snow, fog, smog, or at any time travel conditions are considered to be unsafe by the Illinois State Police (ISP). ISP may direct or escort a vehicle off the roadway to a place of safety.

SPEED: Maximum speed shall be 5 MPH below the posted speed limit, EXCEPT when otherwise specified in this permit. Legal weight, legal height movements up to and including 10 feet wide are allowed to travel at the legal maximum speed limit.

ESCORT VEHICLES: One civilian escort (1 front-1 back) is required for all moves that exceed 14'6" wide, 14' 6" high, or exceed 110' long. Two civilian escorts are required for all moves that have a combination of 2 or more of these. Three civilian escorts are required for all moves that exceed 16' wide, 145' long, or exceeds 18' high. ISP escorts are required for all moves that exceed 18' high, 18' wide, or 200' long and must be set up 24 hours before moving. See IDOT Policy Section 554.407 and 554.408.

OVERLENGTH OBJECTS: Movements of objects over 80' in length shall be equipped with 2 operating flashing amber lights-1 over the cab of the vehicle and the other within 10' of the rear of the object, mounted as high as practicable.

OVERSIZE LOAD SIGNS: OVERSIZE LOAD signs are mandatory on the front and rear of vehicles for loads over 10' wide, or 14' 6" high, or 75' long. Standard weights 25k per axle or less.

RED FLAGS: The extremities of all oversize vehicles, vehicle combinations or loads, and all protruding objects shall be marked with clean red flags not less than 18" square.

EXHIBIT J NOTICE OF VIOLATION FORM

NOTICE OF VIOLATION

Deliver to:

Coles Wind, LLC With copy to: Apex Wind Construction, LLC 310 4th St. N.E., Suite 300 Charlottesville, VA 22902 Attention: General Counsel Telephone: 434-220-7595 Facsimile: 434-220-3712 Email: legal@apexcleanenergy.com	Method of Delivery (Select all that apply) ☐ Email ☐ Overnight Delivery ☐ Personal Delivery to construction manager at site ☐ Facsimile

Date: _____

Notice is hereby given to Coles Wind, LLC ("CW") that a violation of the Road Use Agreement entered into by the Road Authority and CW has occurred.

Check one:	Type of Violation:	Fine:	Notes:
	Road closure exceeds 3 hours or other approved time	$1,000 (each 30 minutes)	
	Use of non-construction road	$5,000	
	Failure to remediate road hazard	$1,000	
	Failure to obtain Road Permit	$1,000	
	Failure to provide notice of road closure	$5,000	
	Failure to provide dust control	$2,500	
	Traffic control deficiency	$2,500	
	Improper steel tracked vehicle crossing	$2,500	

Location: _____

Date/time: _____

Worker(s) or Contractor(s) involved: _____

_____

Additional Notes: _____

Signature: _____ Print Name: _____

Title: _____

Fine must be paid within 30 days of receipt of this Notice and be delivered to:

_____ **Road District / Coles County Highway Department**

Address: _____

EXHIBIT K

AUTHORIZATION FOR RELEASE OF DELIVERY TICKETS

Authorization to Release Delivery Tickets

To: _____

_____

_____

On behalf of Coles Wind, LLC, you are hereby authorized to disclose to the Coles County Highway Department, the Morgan Township Highway Commissioner, and/or the Seven Hickory Township Highway Commissioner any requested delivery tickets concerning deliveries to the development commonly known as the Coles Wind Farm.

Dated: _____, 2025

_____

Print Name: _____

Title: _____

EXHIBIT L

NOTICE OF ACCEPTANCE

Coles Wind, LLC
INSERT ADDRESS
INSERT CITY, STATE ZIP

RE: ***Coles Wind – [Road Authority Name] Road Agreement Dated [insert date], 202[YEAR]***

Dear Reader:

Please be advised that the [INSERT ROAD AUTHORITY NAME] accepts the post-construction road repair work performed on behalf of Coles Wind as required by the Road Agreement for the road repair work in the following location(s):

_____

_____

_____

_____

[FOR THE FINAL ACCEPTANCE OF ALL POST-CONSTRUCTION ROAD WORK, THIS PARAGRAPH SHALL BE USED Pursuant to the Road Agreement, the Date of Acceptance of the post-construction road repair work is deemed to be the date of this letter.]

Sincerely,

_____
Name, Title

EXHIBIT M

ESCROW AGREEMENT FORM

(attached)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") dated *INSERT DATE , 202__ is entered into by, between, and among Coles County, Illinois; the Morgan Township Road District; and the Seven Hickory Road District (individually referred to as a "Road Authority" and collectively as the "Road Authorities"); Coles Wind, LLC, a Delaware limited liability company, and referred to herein as "CW;" and the Coles County Treasurer (the "Escrow Agent"). The Road Authorities, CW, and the Escrow Agent may each be referred to herein as a "Party" and together, as the "Parties."

BACKGROUND RECITALS

A. The Road Authorities and CW have entered into Road Use Agreements dated *October 14 , 2025 (each a "Road Use Agreement") for CW's use of the roads under the Road Authorities' respective jurisdiction for the development, construction, operation, and maintenance of a wind energy generating facility known as the Coles Wind Farm (the "Project").

B. The Road Use Agreements require CW to provide financial security to the Road Authorities in the form of an escrow account which will be used to fund payment of any reimbursables (e.g., engineering fees) on a thirty (30) calendar day cycle while the Project is under construction.

C. The Road Use Agreements require CW to provide financial security to the Road Authorities during the Operations Phase of the Project as those terms are defined in the Road Use Agreements.

D. The Escrow Agent is willing to establish an escrow account on the terms and subject to the conditions set forth in this Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties hereto agree as follows.

1. Appointment of the Escrow Agent. CW and the Road Authorities appoint the Escrow Agent as their agent for the purpose of receiving, depositing, and disbursing the funds on deposit in the Escrow Account (as defined below) and the Escrow Agent hereby accepts such designation and appointment and agrees to accept, deposit, and disburse on the terms hereof the funds that are delivered to it.

2. Establishment of the Escrow Account. The Escrow Agent shall (a) establish and maintain an interest bearing special segregated escrow account (the "Escrow Account") in the name of "CW for the benefit of the CW Wind Project Road Authorities," (b) receive cash deposits as described in Section 3 hereof; and (c) make disbursements of funds on deposit in the Escrow Account in accordance with the provisions of Section 4. The Escrow Agent agrees to maintain the Escrow Account pursuant to the terms and conditions of this Escrow Agreement until the Escrow Account is terminated in accordance with Section 7.

3. Initial Funding of the Escrow Account. Within three (3) business days of its execution of this Escrow Agreement, CW shall cause to be wired to the Escrow Account in accordance with wire transfer instructions provided by the Escrow Agent, the sum of One Million Dollars ($1,000,000.00) (the "Escrow Funds"). The Escrow Agent shall deposit the Escrow Funds in an account at a financial institution located in Coles County, Illinois, and by the execution of this Escrow Agreement, the Parties agree that such funds will only be disbursed in accordance with the instructions set forth in this Escrow Agreement and in accordance with a corresponding Road Use Agreement. The amount on deposit in the Escrow Account shall not be deemed to be the limit of CW's financial responsibilities under this Escrow Agreement. Should the fees, costs, and expenses incurred by the Road Authority to cure any defaults by CW or to enforce the terms of the Letter of Credit exceed the amount of the Escrow Funds, CW shall remain liable for any additional fees, costs, and expenses to the extent allowed and set forth in the Road Use Agreement. If a Road Authority, in an action to enforce the terms of the Letter of Credit, actually recovers attorney's fees, court costs, and other expenses from the Issuer, and such fees, court costs, and other expenses had previously been disbursed to the Road Authority from the Escrow Account pursuant to this Escrow Agreement and a corresponding Road Use Agreement, then the Road Authority will deposit such recovered sums in the Escrow Account to be held in accordance with the terms of this Escrow Agreement.

4. Disbursements from the Escrow Account. The Escrow Agent shall make disbursements from the Escrow Account for the following reasons.

   (a) Upon receipt of a disbursement direction by the Road Authorities and CW giving notice that the Operations Phase of the Project has expired and the Escrow Account can be closed, the Escrow Agent shall disburse all remaining funds, including any accrued interest, in the Escrow Account to CW and shall close the Escrow Account. A disbursement direction shall be substantially in the form of Exhibit A hereto.

   (b) Upon receipt of a disbursement direction by a Road Authority, in the form of the disbursement direction attached hereto as Exhibit B, directing the Escrow Agent to disburse Escrow Funds for engineering fees and expenses or similar out of pocket expenses incurred by a Road Authority, or amounts due to a Road Authority and not paid in a timely manner or an Annual Road Maintenance and Permit Fee not paid in a timely manner pursuant to a Road Use Agreement by CW during the Operations Phase of the Project.

   (c) Upon receipt of an agreed to disbursement direction by the Road Authorities and CW, in the form of the disbursement direction attached hereto as Exhibit C, for agreed upon purposes including to reduce the escrow account to One Hundred Fifty-Nine Thousand Dollars ($159,000.00) per Section 6 of the Road Use Agreements.

   Disbursements shall be made within five (5) business days. Nothing in this Agreement will limit the Road Authority's rights under Section 5-111 of the Uniform Commercial Code as in effect in the State of Illinois.

5. Duties of the Escrow Agent. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are expressly and specifically set out in this Escrow Agreement.

(a) Within five (5) business days of receipt of a statement from the financial institution where the Escrow Account is established, the Escrow Agent will mail to CW a copy of the bank statement received by the Escrow Agent.

(b) The Escrow Agent shall not be under any duty to give the amounts on deposit in the Escrow Account any greater degree of care than it gives its own similar property and shall not be required to invest any funds held hereunder.

(c) The Escrow Agent shall not be required to inquire as to its performance or observation of any obligation, term, or condition under any other agreement or arrangement between CW and a Road Authority.

(d) The Escrow Agent shall not have any responsibility to determine the authenticity or validity of any notice, direction, instructions, instruments, documents, or other items delivered to it by any Party, and the Escrow Agent shall be fully protected in acting in accordance with any written direction or instructions given to it under, or pursuant to, this Escrow Agreement and believed by it to be authentic unless it shall have been guilty of gross negligence or willful misconduct.

(e) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion, refrain from taking any action other than retaining the amounts on deposit in the Escrow Account, unless the Escrow Agent receives (i) written instructions, signed on behalf of the Party who delivered the ambiguous or uncertain notice, instruction, or other communication originally, which eliminates such ambiguity or uncertainty or (ii) security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all losses it may incur by reason of so acting.

(f) The Escrow Agent is not a party to, and is not bound by, any agreement or other document out of which this Escrow Agreement may arise. The Escrow Agent shall be under no liability to any Party hereto by reason of any failure on the part of any Party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. Except for amendments to this Escrow Agreement, and except for notices or instructions to the Escrow Agent under this Escrow Agreement, the Escrow Agent shall not be obligated to recognize any agreement to which CW or a Road Authority is a party, notwithstanding that references thereto may be made herein and whether or not the Escrow Agent has knowledge thereof.

(g) The Escrow Agent shall not be bound by any waiver, modification, termination, or rescission of this Escrow Agreement or any of the terms hereof, unless evidenced by a writing delivered to the Escrow Agent signed by the proper Party or Parties and, if the duties or rights of the Escrow Agent are affected, unless it shall give its prior written consent thereto.

(h) This Agreement shall not be deemed to create a fiduciary relationship among the Parties hereto under state or federal law.

(i) The Escrow Agent shall not be responsible in any manner for the validity or sufficiency of this Escrow Agreement or for any property delivered hereunder, or for the value or collectability of any note, check or other instrument, if any, so delivered, or for any representations made or obligations assumed by any Party other than the Escrow Agent. Nothing herein contained shall be deemed to obligate the Escrow Agent to deliver any cash, instruments, documents or any other property referred to herein, unless the same shall have first been received by the Escrow Agent pursuant to this Escrow Agreement.

(j) The Escrow Agent shall be and is hereby released from any and all liability for any disbursement of any amounts as may be made by the Escrow Agent in accordance with a Road Authority's instructions or direction pursuant to the terms and conditions of this Escrow Agreement, other than liability incurred as a result of its gross negligence or willful misconduct.

(k) The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct.

(l) The Escrow Agent may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Escrow Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel except as a result of the Escrow Agent's gross negligence or willful misconduct.

6. Resignation or Removal of the Escrow Agent.

(a) The Road Authorities may remove and replace the Escrow Agent at any time, with the written consent of the CW, by giving to the Escrow Agent and CW thirty (30) calendar days' prior written notice, which notice shall include the name of the successor Escrow Agent, if any, and if no successor Escrow Agent has been selected, the Road Authorities and CW shall jointly select a successor. If the Road Authorities and CW cannot agree as to a successor Escrow Agent within a reasonable time period, a Party may apply to a court of competent jurisdiction for such appointment.

(b) The Escrow Agent may resign at any time by giving to the Road Authorities and CW sixty (60) calendar days' prior written notice. A resignation shall not become effective until a successor Escrow Agent has been appointed. Within thirty (30) calendar days after the Road Authorities' and CW's receipt of the foregoing notice of resignation from the Escrow Agent, the Road Authorities, with the written consent of CW, shall appoint a successor Escrow Agent. If a successor Escrow Agent has not accepted such appointment by the end of such thirty (30) day period, the Escrow Agent may apply to a court of competent jurisdiction located in Coles County for the appointment of a successor Escrow Agent or for other appropriate relief. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid equally by the Parties unless written consent to the proposed successor Escrow Agent was unreasonably withheld by CW, in

such event, CW shall solely be responsible for the Escrow Agent's costs and expenses in connection with such proceeding. Any successor Escrow Agent must be a creditworthy banking institution that is reasonably acceptable to the Road Authorities and CW.

(c) Upon receipt of notice of the identity of the successor Escrow Agent, the Escrow Agent shall immediately deliver the funds on deposit in the Escrow Account then held hereunder to the successor Escrow Agent or otherwise cooperate with the successor Escrow Agent so that the successor Escrow Agent has authority over the account where the Escrow Funds are on deposit. Upon delivery of the funds on deposit in the Escrow Account to the successor Escrow Agent or transfer of authority over the Escrow Account, the Escrow Agent shall have no further duties, responsibilities, or obligations hereunder.

7. Termination. This Escrow Agreement shall terminate (a) upon the release of all funds on deposit in the Escrow Account to either a Road Authority (or Road Authorities depending upon the existing circumstances) or CW in accordance with Section 4 of this Agreement or (b) upon notice from the Road Authorities that the Escrow Account is no longer needed pursuant to the terms of the Road Use Agreements.

8. Miscellaneous.

(a) The Recitals set forth above are hereby incorporated herein and made a part of this Escrow Agreement.

(b) Section headings contained in this Escrow Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Escrow Agreement for any purpose, and shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.

(c) CW shall reimburse the Escrow Agent for all reasonable and customary fees or costs incurred by the Escrow Agent.

(d) CW agrees to indemnify and hold the Escrow Agent harmless against any liabilities, losses, claims, damages, and expenses, including reasonable attorneys' fees, the Escrow Agent may incur by reason of or under this Agreement other than as a result of willful misconduct or negligence of the Escrow Agent.

(e) Any capitalized term used but not defined herein shall have the meaning given to such term in the Road Use Agreement.

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

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

(h) This Escrow Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Escrow Agreement supersedes any prior agreements or understandings by and between the Parties. Any amendment or modification to this Escrow Agreement must be made in writing. This provision may not be orally waived.

(i) The notice provisions and Parties' addresses as set forth in the Road Use Agreement shall apply to this Escrow Agreement as if set forth *verbatim* herein. Notices to the Escrow Agent shall be addressed as follows:

Coles County Treasurer
651 Jackson Ave # 124
Charleston, IL 61920

(j) This Escrow Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, (the state in which this Escrow Agreement is deemed to have been executed and delivered), irrespective of any conflict of laws provisions. Any disputes arising out of, related to, or connected with this Escrow Agreement shall be litigated in the Circuit Court for the Fifth Judicial Circuit, Coles County, Illinois.

(k) This Escrow Agreement shall be deemed to have been prepared by CW and shall be construed against CW as the drafter, preparer, and producer of the language herein.

IN WITNESS WHEREOF, the parties hereto executed this Escrow Agreement as of the first date hereinabove written.

(SIGNATURES ON FOLLOWING PAGE)

Coles County, Illinois

By: EXHIBIT Not for Execution
Name: Darrell Cox
Title: Chairman

Attest:

By: EXHIBIT Not for Execution
Julie Coe, Clerk

Morgan Township Road District

By: EXHIBIT Not for Execution
Ron Hungler
Highway Commissioner

Seven Hickory Township Road District

By: EXHIBIT Not for Execution
Rick Madlem
Highway Commissioner

ESCROW AGENT:

By: EXHIBIT Not for Execution
George Edwards,
County Treasurer

Coles Wind, LLC,
a Delaware limited liability company

By: EXHIBIT Not for Execution
Name: Scott Koziar
Title: Chief Development Officer of the Sole Member of the Sole Member of Coles Wind, LLC

County of Albemarie)
) ss
State of Virginia)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Scott Koziar, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in his capacity as Chief Development Officer of the Sole Member of the Sole Member of Coles Wind, LLC, he signed and delivered said instrument as the free and voluntary act of said company and in sole managing member.

Given under my hand and notarial seal ___, 2025.

_____
Notary Public

EXHIBIT A: DIRECTION TO ESCROW AGENT PER SECTIONS 4(a)

INSERT DATE

Coles County Treasurer
651 Jackson Ave # 124
Charleston, IL 61920

Dear Treasurer:

The undersigned, on behalf of [Road Authority] (the "Road Authority") and Coles Wind, LLC, referred to herein as "CW," respectively, hereby certify to you in your capacity as Escrow Agent pursuant to an Escrow Agreement dated _____, 2025 and entered into by you, the Road Authorities and CW as follows herein.

(Select as appropriate)

The Operations Phase of the Project has expired and the Escrow Account can be closed. You are hereby directed to disburse all remaining funds, including any accrued interest and less any wire transfer fees, in the Escrow Account to CW and to close the Escrow Account. Set forth below are wiring instructions for the transfer of funds to CW.

[INSERT IF APPROPRIATE] Funds requested hereby shall be wire transferred to CW in accordance with the following instructions:

IN WITNESS WHEREOF, the undersigned have executed and delivered this [disbursement or adjustment] direction on_____, 20 .

[Road Authority]	Coles Wind, LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

INSERT SIGNATURE LINES FOR MORGAN & SEVEN HICKORY TOWNSHIP ROAD DISTRICTS

EXHIBIT B: DISBURSEMENT DIRECTION UNDER SECTION 4(b)

INSERT DATE

Coles County Treasurer
651 Jackson Ave # 124
Charleston, IL 61920

Coles Wind, LLC
310 4th Street NE, Suite 300
Charlottesville, VA 22901
ATTN: General Counsel

Dear INSERT NAME:

The undersigned, on behalf of [Road Authority] (the "Road Authority") hereby certifies to you in your capacity as Escrow Agent pursuant to an Escrow Agreement dated _____, 2025, and entered into by you, the Road Authority and Coles Wind, LLC ("CW") as follows herein.

A) The Road Authority(ies) has/have incurred reasonable direct costs for oversight and management of the inspection process including but not limited to engineering fees incurred in connection with Preliminary Work, Pre-Construction Preparatory Work, Project Construction Work, and Road Work and/or fees and reasonable expenses with its Engineer or other consultant in reviewing Local Road conditions, coordinating traffic, and monitoring the condition of culverts and drainage structures or other Local Road appurtenances related to the Coles Wind Farm.

OR

B) A payment is due to the Road Authority from CW which has not been paid in a timely manner and in accordance with the terms and conditions of the Road Use Agreement, the Road Authority provided notice of a default to CW and CW failed to cure the default in accordance with Section 6(F) of the respective Road Use Agreement(s).

Based on the foregoing, the Road Authority hereby demands under the Escrow Agreement payment of INSERT AMOUNT Dollars ($), which amount does not exceed the available amount in the Escrow Account as of the date hereof.

Funds requested hereby shall be wire transferred to the Road Authority in accordance with the following instructions: For other delivery directions as appropriate]

IN WITNESS WHEREOF, the undersigned has executed and delivered this disbursement direction on _____ , 20_.

[Road Authority]

By _____
Name _____
Title: County Engineer or County Board Chair or Highway Commissioner

Copies to: OTHER ROAD AUTHORITIES
EXHIBIT C: DIRECTION TO ESCROW AGENT PER SECTIONS 4(c)

INSERT DATE

Coles County Treasurer
651 Jackson Ave # 124
Charleston, IL 61920

Dear Treasurer:

The undersigned, on behalf of [Road Authority] (the "Road Authority") and Coles Wind, LLC, referred to herein as "CW," respectively, hereby certify to you in your capacity as Escrow Agent pursuant to an Escrow Agreement dated *INSERT, 2025 and entered into by you, the Road Authorities and CW as follows herein.

(Select as appropriate)

CW has given notice of the Commercial Operation Date as provided for in Section 6(C), and the Escrow Account can be reduced to One Hundred Fifty-Nine Thousand Dollars ($159,000.00). You are hereby directed to disburse all funds in excess of this amount in the Escrow Account to CW. Set forth below are wiring instructions for the transfer of funds to CW.

[INSERT IF APPROPRIATE] Funds requested hereby shall be wire transferred to CW in accordance with the following instructions:

IN WITNESS WHEREOF, the undersigned have executed and delivered this [disbursement or adjustment] direction on_____, 20 .

[Road Authority]	Coles Wind, LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

INSERT SIGNATURE LINES FOR THE MORGAN & SEVEN HICKORY TOWNSHIP ROAD DISTRICTS AND OTHERS IF APPROPRIATE

EXHIBIT N

LETTER OF CREDIT FORM

BENEFICIARY
INSERT ROAD AUTHORITY
ATTN: INSERT TITLE OR NAME
ADDRESS
CITY, STATE ZIP

APPLICANT
Coles Wind, LLC
INSERT STREET ADDRESS
INSERT CITY, STATE ZIP

INSERT MONTH DAY, YEAR

Irrevocable Letter of Credit No. _____
Stated Amount: US$ _____
Effective Date: _____
Issuer: _____
STREET ADDRESS
CITY, STATE ZIP

Ladies and Gentlemen,

We irrevocably authorize you to draw on us from time to time for the account of the INSERT ROAD AUTHORITY, Coles County, Illinois (the "Beneficiary") amounts, which, when aggregated with prior draws, do not exceed the Stated Amount (as shown above). The Stated Amount may be increased or reduced or reinstated from time to time as forth in this Letter of Credit. We shall make funds available to you against presentation of a dated and appropriately completed draw request in substantially the form of Attachment 1 hereto manually purportedly signed by the Beneficiary. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall (i) be in writing and addressed to INSERT ADDRESS INFORMATION, (ii) refer to this Letter of Credit, and (iii) be delivered in person or by certified mail or by facsimile (___) _____-_____, or by overnight delivery service. If a draw request is presented in strict compliance with the terms of this Letter of Credit by 11:00 A.M. Central Time on any Business Day, payment will be made not later than 3:00 P.M. Central Time on the following Business Day and if a draw request is so presented to us after 11:00 A.M. Central Time on any Business Day, payment will be made on the second succeeding Business Day not later than 1:00 P.M. Central Time. Payment under this Letter of Credit shall be made

in immediately available funds by wire transfer to such account as may be designated by a Beneficiary in the applicable draw request.

As used in this Letter of Credit, "Business Day" means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close under the laws of the State of Illinois.

This Letter of Credit shall expire on the Expiration Date stated on the preceding page.

It is a condition of this Letter of Credit that the expiration date shall be automatically extended without amendment for one (1) year from the expiration date hereof and for successive one (1) year periods thereafter unless at least thirty (30) days before any such expiration date we send notice to you by certified mail or hand delivered courier, at the address stated above, that we elect not to extend this Letter of Credit for any additional period.

If a draw request fails to comply with the terms of this Letter of Credit, we shall, not later than the next Business Day, notify the Beneficiary in writing, specifying with particularity the reasons therefore. Such notice shall be delivered in person or sent by overnight delivery or sent by facsimile transmission to the Beneficiary and to Sheryl H. Churney, Klein, Thorpe & Jenkins, Ltd., 7 Northpoint Drive, Streator, Illinois 61364, 815-672-0738 (facsimile) and to the Coles County State's Attorney,651 Jackson Ave #330, Charleston, IL 61920. Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such non-complying draw request in accordance with the terms of this Letter of Credit.

All issuing bank charges are for the account of the Applicant.

This Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited, or amplified by reference to any other document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit contemplates multiple draws. Each draw shall reduce the amount available for subsequent draws under this Letter of Credit. The Stated Amount may be increased or reduced or reinstated by subsequent amendments hereto. No amendment to this Letter of Credit shall be effective without the written concurrence of the Letter of Credit Issuer, the Applicant, and the Beneficiary.

We hereby agree with you that documents presented under and in conformity with the terms and conditions of this Letter of Credit will be duly honored on presentation if presented on or before the expiration date of this Letter of Credit. If, within three (3) business days of the date any demand is made in conformity with this Letter of Credit is presented, we fail to honor the same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Beneficiary in enforcing the terms of this Letter of Credit.

This Letter of Credit is governed by the provisions of the Uniforms Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP600") and matters not addressed by UCP600 shall be governed and construed in accordance with the laws of the State of Illinois.

We irrevocably agree with you that any legal action or proceeding with respect to this Letter of Credit shall be brought in the Circuit Court of the Fifth Judicial Circuit, Coles County, Illinois.

BANK NAME

Attachment 1

DRAW REQUEST

BANK NAME
STREET ADDRESS
CITY, STATE ZIP

Copy to:
Coles Wind, LLC
STREET ADDRESS
CITY, STATE ZIP

Ladies and Gentlemen,

The undersigned INSERT TITLE on behalf of the INSERT ROAD AUTHORITY, Coles County, Illinois (the "Beneficiary" hereunder) hereby requests a draw in the amount of $ _____ (this "Draw") against the Irrevocable Letter of Credit _____ dated _____, 202__, (the "Letter of Credit"), issued by INSERT ISSUING BANK NAME in favor of the Beneficiary. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents, and warrants that:

A) This Draw is authorized by the INSERT ROAD AUTHORITY – Coles Wind, LLC ("CW") Road Use Agreement dated Insert Month Date, Year entered into by and between CW and the Beneficiary (the "Road Agreement").

B) The Beneficiary has determined that there has been a default under the Road Agreement and that by reason thereof the Beneficiary is entitled to the amount demanded.

C) The Beneficiary has given written notice of such default to CW in accordance with the terms of the Road Agreement and CW has failed to cure the default within fifteen (15) days after receipt of the written notice.

OR

__) Beneficiary has received notice from the Letter of Credit Issuer of its intention not to extend the Letter of Credit beyond the current expiration date and Applicant has

failed, before the close of business on [_] [insert date which is not more than thirty (30) days before the present expiration date], to deliver to the Beneficiary a replacement Letter of Credit satisfying the requirements of the Agreement.]

D) This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.

E) You are directed to make payment of this Draw to _____.

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this _____ day of _____, 202__.

Insert Road Authority
as Beneficiary

By: _____
Name: _____
Title: _____

EXHIBIT O

MEMORANDUM OF AGREEMENT FORM

(attached)

Prepared by:
Coles Wind, LLC
INSERT STREET ADDRESS
INSERT CITY STATE ZIP

Return to:
Sheryl H. Churney
Klein, Thorpe & Jenkins, Ltd.
7 Northpoint Drive
Streator, Illinois 61364
Telephone: 815-672-3116

MEMORANDUM OF AGREEMENT

NOTICE IS HEREBY GIVEN that a Road Use Agreement was entered into by and between the INSERT NAME OF THE ROAD AUTHORITY (the "**Road Authority**") and Coles Wind, LLC ("**CW**") concerning use of Local Roads ("**Agreement**") under the jurisdiction of the Road Authority and affecting real estate in the following sections of INSERT NAME Township:

Township, ___ – Range, ___ – Sections ___

The Agreement imposed obligations upon CW related to use of local roads for the construction of the Coles Wind Farm. Under the Agreement, the Road Authority grants CW the right to use the rights-of-way of the local roads for installation of transmission, communication, and collection system cable, subject to the terms and conditions of the Agreement.

[signatures and acknowledgments on next page]

Coles Wind, LLC

By: _____

Name: Scott Koziar

Title: Chief Development Officer of the manager of the sole member of the sole member of Coles Wind, LLC

County of Albemarle)
) ss
State of Virginia)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Scott Koziar, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in his/her capacity as Chief Development Officer of the manager of the sole member of the sole member of Coles Wind, LLC, s/he signed and delivered said instrument, as the free and voluntary act of said company and in accordance with authority granted to him/her by its managing members.

Given under my hand and notarial seal _____, 202__.

_____
Notary Public

CONTRACT TO PROVIDE SPECIAL POLICE SERVICES
Between the Village of Ashmore and Coles County, Illinois

This contract is made this ___ day of_____by and between the Village of Ashmore, Illinois, (hereinafter referred to as the Village) and the County of Coles (hereinafter referred to as the County).

WHEREAS, the Village of Ashmore is within the boundaries of the County of Coles, and desires to contract with the County to provide additional police services to be assigned to the Village:

WHEREAS, agreements for intergovernmental cooperation in providing law enforcement protection to the citizens of Illinois are encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act of Illinois, Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq. and,

WHEREAS, the Sheriff's Department shall continue to serve as the Village of Ashmore's law enforcement authority.

WHEREAS, the Village desires to pay the County an hourly rate to provide additional services to the Village of Ashmore not currently being provided by the Sheriff.

NOW THEREFORE THE COUNTY AND VILLAGE AGREE AS FOLLOWS:

1. The Village will pay to the County seventy-five ($75.00) per hour for the services listed below as needed by the Village of Ashmore up to ten (10) hours per month: under the direction of the Mayor, the Police Committee Chairperson, or the Village Clerk as authorized by either the Mayor or the Police Committee Chairperson. Additional hours beyond ten (10) hours must be authorized by the Village Board of Trustees and will be paid to the County at a rate of one-hundred fifty ($150.00) per hour.

   (a) Ordinance Enforcement
   (b) Special Patrols as requested
   (c) Liquor Code Enforcement

2. The Contract shall be effective this ____day of ____, 2025, and will remain in effect through the _____ day of ____, 2025. The contract is renewable if agreed upon by both parties.

3. Either party may terminate this agreement by providing thirty (30) days' written notice.

4. Time billable to the Village will begin when the deputy enters the Village limits and will end when the deputy exits the Village limits.

5. Any Ordinance enforcement that is a result of Village requested services under this contract and requires court appearances by officers of the Sheriff's Department is covered under this agreement and may be billed to the Village of Ashmore.

Saved as: Police Services Contract

CONTRACT TO PROVIDE SPECIAL POLICE SERVICES
Between the Village of Ashmore and Coles County, Illinois

6. The Sheriff's Department will continue to respond to calls for police service and engage in periodic random police patrol as it currently does for the Village of Ashmore and other incorporated areas of the County, without additional cost to the Village of Ashmore.

7. ff the Sheriff's Department shall issue any citation or make any arrest in the Village for a violation of a Village Ordinance, the Village shall be responsible to prosecute the same through its own Village attorneys.

8. The Village understands that emergency situations and calls will take precedence over contracted police services requested by the Village of Ashmore.

9. The County will provide proof of liability insurance in the amount of not less than $1,000,000 per occurrence, naming the Village of Ashmore as an additional insured.

10. The County will provide proof of Worker's Compensation coverage.

11. The County will bill the Village for services rendered according to this contract by the 3rd Friday of each month, and the Village will pay the department on the 4th Tuesday of each month.

12. This agreement shall not be effective unless and until both parties (Village and County) shall approve the agreement and authorize its representative to execute the contract.

IN WITNESS WHEREOF, the authorized officers of the respective parties have hereinto set their hands and seals on the day first above written.

Chair, Coles County Board
Coles County, Illinois

_____
County Board Chairperson

_____
Date

ATTEST:

_____

Village of Ashmore
Coles County, Illinois

Kurt Crail
Kurt Crail

9/8/25
Date

ATTEST:
Michelle Redd
Michelle Redd, Clerk

Saved as: Police Services Contract

RESOLUTION
OPIOID SETTLEMENT FUNDS
ADMINISTRATIVE EXPENSES

WHEREAS, the County Board of Coles County authorized the Coles County State's Attorney on behalf of the Coles County Board and County of Coles, to participate in a multi-state litigation against certain companies, manufacturers and distributors in the chain of distribution of controlled substances; and

WHEREAS, Coles County has received settlement funds; and

WHEREAS, the Coles County Board created a special ad hoc committee known as the "Coles County Opioid Settlement Fund Advisory Committee" for the purpose of reporting recommendations to the County Board for appropriate action related to the use and allocation of the opioid settlement funds; and

WHEREAS, the Coles County Opioid Settlement Fund Advisory Committee deems it appropriate and within the use of funds guidelines that 15% of all settlement funds be allocated to Coles County for county discretionary use.

NOW, THEREFORE, BE IT RESOLVED, that 15% of all opioid settlement funds received shall be allocated to the Coles County general fund for county discretionary use purposes. The Coles County treasurer is granted all authority to take any necessary measures to transfer 15% of all opioid settlement funds received to the general fund.

PASSED this _____ day of _____, 2025.

Approved this _____day of _____, 2025

_____
CHAIRMAN

ATTEST:

_____
COUNTY CLERK

AMENDED RESOLUTION
OPIOID SETTLEMENT FUNDS
ADMINISTRATIVE EXPENSES

WHEREAS, the County Board of Coles County authorized the Coles County State's Attorney on behalf of the Coles County Board and County of Coles, to participate in a multi-state litigation against certain companies, manufacturers and distributors in the chain of distribution of controlled substances; and

WHEREAS, Coles County has received settlement funds; and

WHEREAS, the Coles County Board created a special ad hoc committee known as the "Coles County Opioid Settlement Fund Advisory Committee" for the purpose of reporting recommendations to the County Board for appropriate action related to the use and allocation of the opioid settlement funds; and

WHEREAS, the Coles County Opioid Settlement Fund Advisory Committee deems it appropriate and within the use of funds guidelines that 15% of all settlement funds be allocated to Coles County for county discretionary use; and

WHEREAS, the County Board declines 15% of Opioid Settlement funds; and

WHEREAS, the County Board determines 10% should be allocated to Coles County for discretionary use.

NOW, THEREFORE, BE IT RESOLVED, that 10% of all opioid settlement funds received shall be allocated to the Coles County general fund for county discretionary use purposes. The Coles County treasurer is granted all authority to take any necessary measures to transfer 15% of all opioid settlement funds received to the general fund.

PASSED this _____ day of _____, 2025.

Approved this _____day of _____, 2025

_____
CHAIRMAN

ATTEST:

_____
COUNTY CLERK

COLES COUNTY, ILLINOIS
Ordinance No. _2025-05_
Glacier Moraine, LLC

WHEREAS, the Coles County Planning & Development Committee ("Committee") held public hearings related to the Application of Glacier Moraine, LLC (a subsidiary of Earthrise Energy) to construct and operate a commercial solar energy facility partially within Coles County on August 25 and 26, 2025;

WHEREAS, the Committee held public hearings and gathered evidence regarding the Application over the course of those public hearings noted above;

WHEREAS, the Committee has recommended approval of the Application of Glacier Moraine for the construction and operation of the Commercial Solar Energy Facility, and supporting facilities;

WHEREAS, the County is bound by the statutes of the State of Illinois, specifically 55 ILCS 5/5-12020, and the Coles County Commercial Solar Energy Facility Siting Ordinance, adopted on or about March 11, 2025;

WHEREAS, the County has reviewed the Findings of Fact and Recommended Conditions, collectively attached hereto as Exhibit A, and adopts said written Findings of Fact and Conditions as part of this Ordinance (attached hereto as Exhibit A);

WHEREAS, prior to construction the Applicant must submit to the County a Building Permit Application and have said Building Permit approved by the County prior to beginning any construction of the Project.

NOW, THEREFORE, BE IT ORDAINED by the Coles County Board that the Findings of Fact are well founded and adopted hereto, and that Special Use Application of Glacier Moraine, LLC is approved subject to the attached Conditions and continued compliance with all applicable laws, regulations, ordinances and conditions. Collectively the Findings of Fact and Conditions are included and adopted hereto as Exhibit A. The County Clerk shall publish and record this Ordinance and Exhibit A with the Ordinances of the County.

PRESENTED and APPROVED by the County Board of Coles County, Illinois at its September 9, 2025, session.

DATED, this 9th day of September 2025.

AYE_____ NAY_____ ABSENT_____

_____
Chair, Coles County Board

ATTEST:

_____
Clerk of the County Board

COLES COUNTY, ILLINOIS

PLANNING & DEVELOPMENT COMMITTEE

FINDINGS OF FACT AND RECOMMENDATION

REGARDING THE SPECIAL USE PERMIT APPLICATION OF:

GLACIER MORAINE, LLC

I. APPLICANT

The Applicant, Glacier Moraine, LLC, a subsidiary of Earthrise Energy, PBLLC (collectively the "Applicant"), seeks a Special Use Permit for a Commercial Solar Energy Facility ("CSEF") pursuant to the Coles County Commercial Solar Energy Facility Siting Ordinance ("CSEF Ordinance"), which was adopted by the Coles County Board on March 11, 2025.

II. PROJECT SUMMARY

The proposed project ("Glacier Moraine Solar Project" or "Project") consists of a utility-scale photovoltaic ("PV") solar power generation facility with a generating nameplate capacity of up to 210 megawatts ("MW") at the point of interconnection. The Project is to be located on approximately 1,885 acres of privately-owned land spanning Coles and Cumberland Counties, just south of the City of Mattoon. In Coles County, 644 acres have been secured in Paradise Township, of which 530 acres are anticipated to host solar panels. Of those 644 acres under lease with the Project in Coles County, approximately 511 acres, representing six parcels, fall within the zoning jurisdiction of the City of Mattoon, and just over 132 acres, representing three parcels, are located within the siting jurisdiction of Coles County.

The Special Use Permit requested from the Coles County Board and at issue is for that portion of the Project representing the above-referenced three parcels, comprised of just over 132 acres, to be located in unincorporated Coles County.

III. APPLICATION

Applicant filed its Special Use Permit Application ("Application") in June of 2025. Following review and comment by Coles County staff and its consultants, the Application was deemed complete and ready for public hearing. On file with the Office of the Coles County Regional Planning and Development Commission are copies of the notification and publication.

IV. HEARING PROCESS

In accordance with the Illinois Counties Code, the Planning and Development Committee ("Committee") of the Coles County Board ("County Board") held a public hearing on this case at the Coles County Courthouse located at 651 Jackson Street, Charleston, Coles County, Illinois. These proceedings occurred on: August 25 and 26, 2025. Applicant and all those in attendance for said proceedings were given the opportunity to present evidence and cross-examine witnesses. The record of proceedings, including all admitted exhibits and the stenograph record are retained by the Office of the Coles County Regional Planning and Development Commission.

V. APPLICABLE STANDARDS

The Coles County CSEF Ordinance governs the County Board's deliberation and consideration of the Application, as well federal and state law.

VI. TESTIMONY AND DOCUMENTARY EVIDENCE

On Behalf of the Applicant:

- Emre Ozmen, Development Director, *Earthrise Energy*
- Brad Steffen, Project Manager, *ERM*
- Joseph Horn, Engineering Manager, *Earthrise Energy*
- Dr. David Loomis, President, *Strategic Economic Research*
- Will Fischer, Vice President of Developer, *Earthrise Energy*

In Support of the Project:

- None

Neutral / In Opposition to the Project:

- Tom Sherman

Applicant Exhibits:

Applicant Group Exhibit 1	Glacier Moraine, LLC's Special Use Permit Application and Appendices • Appendix A – Solar Energy System Ordinance-to-Application Checklist • Appendix B – Siting Plan Set • Appendix C – Economic Impact Analysis • Appendix D – Property Value Impact Analysis • Appendix E – Landscaping Plan • Appendix F – Sound Study • Appendix G – Glare Study • Appendix H – Vegetation Management Plan • Appendix I – Wetland Delineation Report • Appendix J – Archaeological and Cultural Resources Report and SHPO Correspondence • Appendix K – Threatened and Endangered Species Report and IDNR Correspondence • Appendix L – Drain Tile Survey • Appendix M – Fee • Appendix N – Decommissioning and Site Reclamation Plan • Appendix O – Agricultural Impact Mitigation Agreement (AIMA) • Appendix P – Road Use Agreement Template and Map • Appendix Q – Letters of Support • Appendix R – Memorandum of Leases

Applicant Hearing Exhibit 1	Emre Ozmen Powerpoint Presentation
Applicant Hearing Exhibit 2	Brad Steffen Powerpoint Presentation
Applicant Hearing Exhibit 3	Joseph Horn Powerpoint Presentation

In Support / Neutral / In Opposition Exhibits:

None	

County Exhibits:

None	

VII. FINDINGS OF FACT

The Committee, having reviewed the Application, the testimony of the Applicant and all interested parties, and all evidence presented during the public hearing process, issues the following Findings of Fact and Recommendation to the full County Board, as memorialized herein.

VII(A). ASSESSMENT OF TECHNICAL ORDINANCE REQUIREMENTS:

SPECIAL USE PERMIT APPLICATION.

A. To obtain siting approval, the Applicant must first submit a Special Use Permit application to the County.

Applicant submitted its Application on or about June 6, 2025. The Application was then set for public hearing.

B. The Special Use Permit application shall contain or be accompanied by the following information:

1. A Commercial Solar Energy Facility Summary, including, to the extent available: (a) a general description of the project, including (i) its approximately overall name plate generating capacity, (ii) the potential equipment manufacturer(s), (iii) type(s) of solar panels, cells and modules, (iv) the number of solar panels, cells and modules, (v) the maximum height of the solar panels at full tilt, (vi) the number of Substations, (vii) a project site plan, project phasing plan and project construction timeline plan, and (viii) the general location of the project; and (b) a description of the Applicant, Owner and Operator, including respective business structures.

The proposed Project is a utility-scale solar powered-electric generation facility with a generating nameplate capacity of up to 210 MW (83 MW anticipated in Coles County) at the point of interconnection. Earthrise owns and operates the Shelby County Energy Center, which is a natural gas-fired power plant, located on the border of Shelby and Cumberland Counties.

The Project is located on approximately 1,885 acres privately-owned land spanning Coles and Cumberland Counties, just south of the City of Mattoon. In Coles County, 644 acres have been secured in Paradise Township, of which 530 acres are anticipated to host solar panels. Of those 644 under lease with the Project in Coles County, approximately 511 acres, representing six parcels, fall within the zoning jurisdiction of the City of Mattoon, and just over 132 acres, representing three parcels, are located within the siting jurisdiction of Coles County. The Project will secure equipment and complete designs after jurisdictional approvals have been secured. At that time the complete list of equipment, manufacturers, and numbers will be provided.

2. ***The name(s), address(es), and phone number(s) of the Applicant(s), Owner and Operator, and all property owner(s), if known, and documentation demonstrating land ownership or legal control of the property.***

The Applicant, Glacier Moraine, LLC, is a wholly-owned subsidiary of Earthrise Energy, PBLLC.

Contact Information:

Glacier Moraine, LLC
Shelby County Energy Center
3575 East 400 North Road
Neoga, IL 62447
Phone: (701) 719-4661

Earthrise Energy
Will Fischer, VP Development
2311 Wilson Boulevard, Floor 3
Arlington, VA 22201
Phone: (703) 719-4661

The names of property owners are Doles Farms LTD Partnership and David Willson. Lease agreements or memorandum of leases for the Project have not been provided. Contact information for said property owners was provided separately to counsel for Coles County and is available through the Office of the Coles County Regional Planning and Development Commission.

3. ***A site plan for the Commercial Solar Energy Facility prepared by a professional engineer or land surveyor licensed in the State of Illinois, showing the planned location of solar panels, including legal descriptions for each site, Participating and Non-participating Residences, Occupied Community Buildings parcel boundary lines (including identification of adjoining properties), setback lines, public access roads and turnout locations, Substation(s), operations and maintenance buildings, electrical cabling to the Substation(s), ancillary equipment, third party transmission lines, the location of any wetlands, flood plain, drainage structures including surface ditches and subsurface drainage lines, underground mines, scenic and natural areas within one thousand five hundred (1,500) feet of the proposed Commercial Solar Energy Facility, and the layout of all structures within the geographical boundaries of any applicable setback.***

Applicant met this requirement.

4. ***A proposed Decommissioning Plan for the Commercial Solar Energy Facility prepared by a professional engineer licensed in the State of Illinois.***

Applicant submitted a proposed "Decommissioning and Site Reclamation Plan" which was prepared by an Illinois-licensed engineer and includes information on decommissioning and

site restoration activities and associated costs for all components of the project. (*Application 3.1.2(B)(4), Appendix N.*

5. ***All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance.***

   The Applicant has provided the following studies, reports and approvals:

   Project Summary (Application 1.1), Siting Plan Set (Appendix B), Economic Impact Analysis (Appendix C), Property Value Impact Analysis (Appendix D), Landscaping Plan (Appendix E), Sound Study (Appendix F), Glare Study (Appendix G), Vegetation Management Plan (Appendix H), Wetland Delineation Report (Appendix I), Archaeological and Cultural Resources Report and SHPO Correspondence (Appendix J), Illinois Department of Natural Resources EcoCAT Review Results (Appendix K), U.S. Fish and Wildlife Service IPaC Report (Appendix K), Drain Tile Survey (Appendix L), Decommissioning and Site Reclamation Plan (Appendix N), Agricultural Impact Mitigation Agreement (Appendix O), Road Use Agreement Template and Map (Appendix P).

6. ***An Agricultural Impact Mitigation Agreement (AIMA) executed between the Applicant and the Illinois Department of Agriculture.***

   A fully executed AIMA between the Applicant and the Illinois Department of Agriculture was provided. *(Application 3.1.2(B)(6), Appendix 0).*

7. ***The topographic map shall include the Commercial Solar Energy Facility site and the surrounding area.***

   Applicant submitted a topographic map of the Project facilities and surrounding area with its Application.

8. ***Any other information for siting buildings or other structures.***

   None.

9. ***Waivers from the setback requirements executed by the occupied community building owners and/or the non-participating property owners bearing a file stamp from the County Recorder of Deeds Office confirming that the waiver was recorded against title to the affected real property.***

   Not applicable.

10. ***Results and recommendations from the Illinois Department of Natural Resources obtained through the Ecological Compliance Assessment Tool or a comparable successor tool.***

    Applicant has provided a Threatened and Endangered Species Report and correspondence received from the IDNR. *(Application 3.1.2(B)(11), Appendix K).*

11. ***Results of any United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with the United States Fish and Wildlife Service's solar wildlife guidelines.***

    Glacier Moraine utilized the USFWS's Information for Planning and Consultation (IPaC) tool to generate a current list of federally listed species that have the potential to be affected by activities within the Project Area *(See Appendix K).*

12. ***Information demonstrating that the Commercial Solar Energy Facility will avoid protected lands.***

    Applicant has provided an Archaeological and Cultural Resources Report and correspondence received from SHPO. *(Application 3.1.2(B)(12), Appendix J).*

13. ***Any other information requested by the County or the County consultants that is necessary to evaluate the siting application and operation of the Commercial Solar Energy Facility and to demonstrate that the Commercial Solar Energy Facility meets each of the regulations in this Ordinance, including the Special Use Permit standards set forth below.***

    None.

DESIGN AND INSTALLATION.

The following requirements of the "Design and Installation" section of the CSEF Ordinance are those applicable to the Committee and County Board's consideration of the Special Use Permit Application; omitted are those applicable to the building permit/operational phases of the Project, in the event a Special Use Permit is granted by the County Board.

NOTE: Letter designations below are as set forth in the "Design and Installation" section of the Ordinance.

C. ***Height: No component of a solar panel, cell or modules may exceed twenty (20) feet in height above the ground at full tilt.***

   No component of a solar panel, cell or modules will exceed 20 feet in height in compliance with the CSEF Ordinance height limits. *(Application 4.1).*

D. ***Aesthetics and Lighting:***

   1. ***Vegetative Screening: A vegetative screen shall be provided for any part of the Commercial Solar Energy Facility that is visible to Non-participating Residence. The landscaping screen shall be located between the required fencing and the property line of the participating parcel upon which the facility sits. The vegetative screening shall include a continuous line of native evergreen foliage and/or native shrubs and/or native trees and/or any existing wooded area/or plantings of tall native grasses and other native flowering plants. Applicant or Facility Owner may substitute an earthen berm in lieu of the requirements for a vegetative screening.***

The Project design includes vegetative screening for nonparticipating landowners in the vicinity of the Project. The vegetative screening will include a continuous vegetated buffer of either native evergreen species only or a mix of native evergreen and deciduous tree species that are appropriate for the region and meet the screening requirements as outlined in the Solar Ordinance. In addition to vegetative screening, the Project design includes the planting of native and naturalized vegetation within the solar arrays. This vegetation was selected to reduce erosion within the Project footprint as well as to provide suitable habitat for a variety of game birds, songbirds, and pollinator species. A landscaping plan is provided as Appendix E and a vegetative management plan can be found in Appendix H. *(Application 3.3.4, Appendix E, Appendix H).*

2. ***Lighting: If lighting is provided at the Commercial Solar Energy Facility, lighting shall be shielded and downcast such that the light does not spill onto the adjacent parcel.***

   Lighting will be shielded and downcast such that the light does not spill onto the adjacent parcel. *(Application 4.1).*

3. ***Intra-project Power and Communication Lines: All power lines used to collect power and all communication lines shall be buried underground at a depth in accordance with the Agricultural Impact Mitigation Agreement until same reach the property line or a substation adjacent to the property line.***

   Applicant confirms that all power lines and communication lines will be buried underground at a depth in accordance with the AIMA until same reach the property line or a substation adjacent to the property line. *(Application 4.1).*

E. ***Fencing: A fence of twelve (12) feet in height shall enclose and secure the Commercial Solar Energy Facility except along any portion of the perimeter where the adjacent landowner has agreed to a differing height or otherwise waived fence height requirements. The County shall have authority to modify this requirement where the Applicant makes a showing that a fence of an alternate height is necessary (1) to comply with requirement or recommendations made by state agencies; (2) to comply with reasonable request from participating landowners and/or neighboring landowners; and or (3) to meet public safety, aesthetic, or other reasonable interests supporting modification. In any circumstance, the fencing shall not be climbable.***

The Project will be enclosed with a security fence at a minimum height of 12 feet. Fencing will be approximately 16-20 feet away from the PV modules. Joseph Horn, Earthrise Engineering Manager, testified that to facilitate the movement of small wildlife through the site, there will be 5-7 inches of ground clearance from the bottom of the fence to the finished grade. Fence waivers may be secured by landowners for height reduction. *(Application 4.1).*

F. ***Warnings:***

1. ***A reasonable visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and Substations.***

   Applicant will ensure a reasonably visible warning sign concerning voltage will be placed at the base of all pad-mounted transformers and Substations. *(Application 4.3).*

2. ***Visible, reflective, colored objects, such as flags, plastic sleeves, reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of fifteen (15) feet from the ground.***

   Applicant will ensure that visible, reflective, colored objects shall be placed on the anchor points of guy wires and along the guy wires up to a height of 15 feet from the ground. *(Application 4.3).*

G. ***Setback Requirements:***

1. ***The Commercial Solar Energy Facility shall be sited as follows, with setback distances measured from the nearest edge of any component of the facility:***
   a. ***Occupied Community Building and Dwellings on Nonparticipating Properties: one hundred fifty (150) feet to the nearest point on the outside wall of the structure.***
   b. ***Nonparticipating Residences: one hundred fifty (150) feet to the nearest point on the outside wall of the structure.***
   c. ***Boundary Lines of Participating Property: None.***
   d. ***Boundary Lines of Nonparticipating Property: fifty (50) feet to the nearest point on the property line of the nonparticipating property.***
   e. ***Public Road Rights-of-Way: fifty (50) feet to the nearest edge of the public road right-of-way.***

   Applicant demonstrated the Project meets the above setback requirements.

I. ***Use of Public Roads:***

1. ***An Applicant proposing to use any County, municipality, township, or village road(s), for the purpose of transporting Commercial Solar Energy Facility or Substation parts and/or equipment for construction, operation, or maintenance of the Commercial Solar Energy Facility or Substation(s) shall:***
   a. ***Identify all such public roads; and***
   b. ***Obtain applicable weight and size permits from relevant government agencies prior to construction.***

   Applicant will enter into road use agreements with Paradise and Neoga Townships when planned access road locations are finalized. There has been preliminary correspondence with Paradise and Neoga Townships' highway commissioner to provide an overview of the anticipated site entrances and roads that will be utilized for construction. Applicant's construction activities will abide by road use time of year and tonnage restrictions as required by the agreement and by applicable road regulations. Executed road use agreements will be included with Glacier Moraine's building permit application. Glacier Moraine will comply with the road use requirements set forth in the CSEF Ordinance. *(Application 4.1.3).*

2. ***To the extent an Applicant must obtain a weight or size permit from the County... Applicant shall submit a draft form of said financial assurance with application for Special Use Permit.***

   Applicant did not provide a draft form of financial assurance in the Application.

J. ***Site Assessment: To ensure that the subsurface conditions of the site will provide proper support for the Commercial Solar Energy Facility and soil restoration, the Applicant, at its expense, shall provide soil and geotechnical boring reports to the County Engineer as part of its Commercial Solar Energy Building Permit. The Applicant shall follow the guidelines for Conservation Practices Impact Mitigation submitted by the County Soil and Water Conservation District (or equivalent regulatory agency). Also, the Applicant shall submit grading plans for the proposed Substations for review and comment by the County Soil and Water Conservation District prior to the issuance of any Commercial Solar Energy Facility Building Permit for the construction of said substations.***

The Project site is predominately flat and is composed mainly of farmland. Environmental studies determined that there are isolated wetlands and potentially fragmented habitat of federally listed species. The Project has intentionally sought to avoid impacting potential habitat by not installing any arrays or equipment in these areas. *(Application 3.3.2).*

No recognized environmental conditions, controlled recognized environmental conditions, or historic recognized environmental conditions were identified on any parcels associated with the Project. Suspect asbestos-containing materials were observed on structures associated with subject properties, which Applicant represents appeared to be in good condition and will not be impacted by the construction, operations, or decommissioning of the Project. *(Application 3.3.3).*

K. ***Noise Levels: Noise levels from Commercial Solar Energy Facilities shall be in compliance with applicable Illinois Pollution Control Board (IPCB) regulations. The Applicant shall submit manufacturer's sound power level characteristics and other relevant data regarding noise characteristics necessary for a competent noise analysis. The Applicant, through the use of a qualified professional, shall appropriately demonstrate compliance with the applicable noise requirements in its Special Use Permit application.***

Glacier Moraine hired ERM to perform a sound modeling analysis for the proposed Project. The acoustical assessment included a detailed noise model of the major facility noise generating equipment operating under full load conditions and a comparison to the State of Illinois noise regulation. The operational noise assessment revealed that Project-generated noise levels for full load daytime operation would be below the limit for Class A residential users for either daytime or nighttime hours. *(Appendix F).*

Joseph Horn testified that there will be no audible noise from the inverters outside of the perimeter of the Project.

L. ***Agricultural Impact Mitigation: Pursuant to 505 ILCS 147/15(a), the Applicant, at its expense, shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture prior to any public hearing required before a siting decision on the Commercial Solar Energy Facility application. All impacted land, whether impacted during construction, operation, or decommissioning activities, must, at a minimum, be remediated by the Applicant pursuant to the terms of the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture. The Applicant shall submit the executed Agricultural Impact Mitigation Agreement to the County as part of the Special Use Permit Application.***

Applicant has entered into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture. *(Application 3.1.2(B)(6), Appendix O).*

M. ***Engineer's Certificate: The Commercial Solar Energy Facility engineer's certificate shall be completed by a professional structural engineer registered in the State of Illinois or by a Professional Engineer with a certification from a structural engineer registered in the State of Illinois and shall certify that the specific soils and subsurface conditions at the site can support the apparatus, given local soil, subsurface and climate conditions. The Commercial Solar Energy Facility engineer's certificate shall be a public record and shall be submitted as part of the Special Use Permit Application.***

Applicant has met this requirement.

N. ***Additional Terms and Conditions: All technical submissions as defined in the Professional Engineering Practice Act of 1989 (225 ILCS 325/4(w)) and contained in the Special Use Permit Application shall be prepared and signed by an Illinois Professional Engineer (or structural engineer) for the relevant discipline.***

All technical submissions were signed by a professional engineer licensed in Illinois.

OPERATION.

The requirements of the "Operation" section of the CSEF Ordinance are omitted as they are not applicable to the Committee and County's Board's consideration of the Special Use Permit Application and are only applicable to the building permit/operational phases of the Project, in the event a Special Use Permit is granted by the County Board.

VII(B) – <u>ASSESSMENT OF HEARING FACTORS</u>:

The County Board may approve a Commercial Solar Energy Facility Special Use Permit Application if it finds the evidence complies with state and federal law and regulations, including the factors listed below. The factors below are applied as a balancing test, not individual requirements to be met.

(a) The establishment, maintenance or operation of the Commercial Solar Energy Facility will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;

The Project is primarily passive in nature with no audible noise at the property line. The inverters, which do emit noise, are located near the center of the Project area so as to mitigate noise pollution onto adjacent properties. The Project must comply with all applicable IPCB sound regulations regardless.

The Project will not generate glare upon public roadways, non-participating residences or community buildings. The Project will be enclosed within fencing and have a vegetative buffer to be approved by the County. Also, the Project is anticipated to be a pollinator friendly site.

The Project will have panels and a racking system with a wind rating of 106 mph and also the Project will have the ability to stow the panels in adverse weather which will increase the ability of the Project to withstand adverse weather conditions.

The Project will need to work with emergency response agencies to develop emergency response plan(s) and provide training/equipment. In addition, the Project will reimburse any emergency response expenses related to the Project.

The Project will also generate tax revenue to the County, with testimony provided by the Applicant related to potential tax revenue flowing to individual taxing districts. Testimony was additionally provided regarding potential construction jobs within the County. However, the Applicant's witness on this topic, Dr. Loomis, only provided the statistical benefits of the Projects and did not take into account the potential negative impacts of the construction or operation of the Project, such as job decline or sales declines of items such as fertilizer, seed sales or aerial application.

There was testimony that property values could be negatively impacted.

(b) The Commercial Solar Energy Facility will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values of surrounding properties;

The Applicant submitted a property valuation study prepared by Cohn Reznick which represents that the Project will not negatively impact property values.

See also subparagraph (a) above regarding negative property value impacts.

(c) The establishment of the Commercial Solar Energy Facility will not impede the normal and orderly development and improvement of the surrounding properties;

There was no testimony that the Project will impede normal and orderly development of surrounding properties, though during construction periods there will certainly be disruptive activity in the area. The Project will be subject to a Road Use Agreement between the relevant authorities and the developer.

(d) Adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;

There was significant testimony related to drainage and how the Applicant will address drainage issues, including the legal requirements related thereto. Access roads will be provided as part of construction. Once constructed, the Project should not cause a strain on public utilities, although during the construction period there may be increased costs.

(e) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;

The Project will be subject to relevant Road Use Agreement(s) for the local road authorities prior to the issuance of any building permit.

(f) The proposed Commercial Solar Energy Facility is not contrary to the objectives of the current comprehensive plan of the County (if any); and

The Project is not contrary to the comprehensive plan.

(g) The Commercial Solar Energy Facility shall, in all other respects, conform to the applicable regulations of this Ordinance except as such regulations may, in each instance, be modified pursuant to the recommendations of and approved by the County Board.

Coles County is not zoned under the authority provided in Division 12 of the Illinois Counties Code. Accordingly, the Project will not reside in a zoning district. Regardless, the general character of the community within the Project area is agricultural.

VIII. RECOMMENDATION

Based on the evidence in the record, the Planning and Development Committee finds and hereby recommends to full Coles County Board that the Special Use Permit Application of Glacier Moraine, LLC be:

_____ Approved
_____ Denied
__X__ Approved, subject to the Recommended Conditions attached hereto

_____ _____
Mike Watts Date
Chair, Planning and Development Committee
of the Coles County Board

END OF DOCUMENT

COLES COUNTY, ILLINOIS
PLANNING & DEVELOPMENT COMMITTEE
CONDITIONS of APPROVAL
(recommended by Committee on August 26, 2025)
(approved by Coles County Board on _____)

GLACIER MORAINE, LLC

In addition to all necessary requirements imposed by law or ordinance, the Applicant, Company, Owner and/or Operator shall abide by the following conditions.

1. **Definitions.** For purposes of these conditions, the following definitions shall apply:
   a. "Company" shall have the same meaning as defined in the Coles County Solar Ordinance and also include those entities noted above.
   b. "Coles County Solar Ordinance" means the "Coles County Commercial Solar Energy Facility Sing Ordinance" dated March 11, 2025.
   c. "Project" shall include all equipment utilized in the operation of the Commercial Solar Energy Facility (CSEF), including non-essential equipment.
   d. "Executive Director" shall mean the Executive Director of the Coles County Regional Planning & Development Commission.
   e. "Substantially complete" shall mean the point at which Glacier Moraine, LLC has completed all construction of the solar project, supporting facilities and vegetative screening and the only remaining item is performance testing prior to the Commercial Operation Date.
   f. "Building Permit" shall have the same meaning and effect as Commercial Solar Energy Building Permit as listed in the Coles County Solar Ordinance.
   g. These conditions incorporate all other definitions of the Coles County Solar Ordinance.

2. **Commencement of Special Use**. Commencement of Construction of the Glacier Moraine, LLC ("Company") project ("Project") in Coles County shall begin within thirty-six (36) months from the date of the granting of the Special Use Permit. If any litigation is filed challenging the approval of the Project, then the time for Commencement of Construction shall be within one (1) year after termination of the litigation, and the time for the Company to substantially complete construction shall be within twenty-four (24) months after Commencement of Construction. If the Company fails to begin or substantially complete construction of the Project by the applicable date(s) above, then the Special Use Permit ("Special Use Permit") shall expire and become null and void, unless, prior to such expiration, an extension of time is granted by the Coles County Board ("County Board"), upon application by the Company. As used herein, the term "Commencement of Construction" shall mean the issuance of Commercial Solar Energy Building Permit for the Project. Company shall inform County of the Commercial Operation Date within 7 days of reaching the Commercial Operation Date.

3. **Term.** The special use shall be valid for a term of 30 years after Commercial Operation Date of the Project. Prior to its expiration, the Company may apply to the County Board to extend the term of the special use.

4. **Compliance.** Construction and operation of the Project shall follow all applicable federal, state, and local regulations now or hereafter in effect. The construction and operation of the Project shall conform to all representations made by the Company in its application and at all public hearings and these conditions. In the event of any discrepancy between such representations and these conditions, these conditions shall control.

5. **Construction Hours.** Construction activities for the Project shall be limited to the hours from sunrise to sunset with the exception of emergency situations or time-sensitive work.

6. **Road Agreements.** The Company shall enter into all necessary Road Use Agreements with the County Board and applicable township road districts. Any applicable County Road Use Agreement is subject to the terms and conditions of the County Board, and subject to a separate County Board approval of the same. Coles County shall not issue any Building Permit(s) for the Project until after Company has entered into the necessary Road Use Agreements with the County Board and applicable township road districts and provided copies thereof to Executive Director. The Company shall comply with all the provisions of the Road Use Agreement between the Company and Coles County. The Company shall also comply with any Road Use Agreement between the Company and any township road district. Any uncured or un-waived material breach of the County Road Use Agreement or any township Road Use Agreement by the Company shall constitute a material breach of these conditions.

7. **School Buses and Vehicular Traffic.** The Company shall comply with restrictions or requirements imposed by the County Board upon Project construction and maintenance traffic in order to avoid conflicts with school bus traffic, school bus stops, farm traffic, and other vehicular traffic in the Project area. The Company shall continuously maintain a website throughout the construction period which shall, at a minimum, provide updates to the public regarding the planned traffic pattern at least 72 hours in advance of the planned activity (including areas that may experience delays during the construction period), and provide the "Plan of the Day" denoted in any Road Use Agreement. Any changes must be posted to the construction website.

8. **Evaluation for Noxious Weeds/Weed Management Plan/Landscape Management Plan.** Prior to the issuance of a Building Permit, the Company shall perform an assessment of the property for the presence of noxious weeds, in particular those regulated by the Illinois Noxious Weed Law (505 ILCS 100/ *et seq*) and Illinois Exotic Weed Act (525 ILCS 10/ *et seq*). In addition to those weeds specifically regulated by law or administrative code, the Company shall perform an assessment of the property for all species of Amaranthus, including but not limited to *Amaranthus tuberculatus* (waterhemp) and *Palmer amaranth* (Palmer pigweed, careless weed, etc.). Such assessment shall include the presence and propensity for such weeds to exist on the property, and a plan for eradication and management of such weeds ("Weed Management Plan").

   The Company shall development a Landscape Management Plan.

   The Weed Management Plan and Landscape Management Plan must be submitted to and approved by the County Board prior to application for any Building Permit(s) for any portion of the CSEF.

   Company shall utilize contractors local to Coles County to comply with this provision, unless no such contractors can be located within the County. If no such contractor is available within Coles County, Company shall provide proof thereof as part of its annual report to the County.

   An uncured failure, as further described in Condition 30, to properly control weeds upon the Project

shall be cause of termination of the Special Use Permit.

9. **Vegetative Screening.** Company shall provide vegetative screening to shield the view of all non-participating residences as required by the Coles County Solar Ordinance. Said vegetative screening shall consist of native evergreen foliage and/or native shrubs and/or native trees and/or any existing wooded area and/or plantings of tall native grasses and other native flowering plants, be planted in a double row, and be at least 4 feet in height at the time of planting. Said vegetative screening shall be included in the Landscape Management Plan submitted to and approved by the County Board prior to application for any Building Permit(s) for any portion of the Project. All vegetative screening must be maintained for the life of the Project.

10. **Stockpiling of Topsoil.** If any topsoil is removed, Company shall retain all topsoil for reuse in the event of decommissioning in compliance with the Agricultural Impact Mitigation Agreement ("AIMA").

11. **Liability Insurance.** The Company shall maintain liability insurance as required by Coles County Solar Ordinance. The Company shall identify landowners in the project as additional insureds under the Company's liability insurance. The Company shall promptly increase such liability insurance within 60 days if such amount is increased in the Coles County Solar Ordinance. The Company shall provide evidence of the compliant insurance to the County prior to the issuance of a Building Permit.

12. **Assignment**.
    a. Except as provided herein, the Special Use Permit shall not be assignable except upon approval by the County Board and interest and/or ownership in the Company shall not be assigned or transferred to another party except upon approval by the County Board. County Board approval under this Paragraph shall not be unreasonably denied or delayed so long as the assignee or transferee ("Acquirer") demonstrates to the County Board adequate financial resources, experience in and capability of operating a solar energy project, and the Acquirer complies with all conditions hereunder and any other applicable local, state or federal requirement. The Company and the proposed Acquirer shall provide the Executive Director the following information:
        i. The name of the proposed Acquirer;
        ii. The most recent financial statement of the proposed Acquirer;
        iii. "Financial assurance" as defined in the Coles County Solar Ordinance for the current amount of the Decommissioning Cost Estimate in effect as of the date of the proposed assignment or transfer as required by these conditions;
        iv. A new certificate of insurance from the Acquirer providing evidence of liability insurance coverage in the amount that is required under the applicable provisions of the Coles County Solar Ordinance;
        v. Written acknowledgement by an authorized signatory of the Acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions, financial assurances, and standards of any road agreement, decommissioning agreement or any other agreement then in effect;
        vi. Written agreement by an authorized signatory of the Acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of the special use at the time the special use was granted to the Company which are in effect as of the date of the proposed assignment or transfer, including compliance with any mutually agreed upon damages or modifications subsequent to that time, and including compliance with the requirements and obligations of any other agreements or understandings required for the original approval in effect as of the date of the proposed assignment or

transfer;

vii. The contact information for the Acquirer;

viii. Designate a representative or representatives of the Acquirer to meet with the County to discuss the ongoing obligations and responsibility of the acquirer under the conditions of the Special Use Permit which meeting shall take place not less than fifteen (15) days following County Board approval of the assignment or transfer; and

ix. Provide the County with such other information as the County Board reasonably requests.

b. Notwithstanding the above, the Company shall have the right to assign in its sole discretion and without any consent from the County, as follows:

i. The Company may assign or transfer any interest, including 100% interest, to qualified lenders if the Company defaults on a financing agreement.

ii. The Company may assign or transfer any interest, including 100% interest, to tax equity investors.

iii. The Company may assign or transfer up to 50% ownership interest to an Acquirer, subject to the conditions in Paragraph 12(a)(i)–(ix) and subject to Company retaining day-to-day operational control of the Project.

iv. The Company may assign or transfer any interest, including 100% interest, in Company to a wholly owned affiliate of Earthrise Energy, PBLLC.

v. The Company shall provide notice of such assignment to the County within thirty (30) days following such assignment.

13. **Drainage Tile Survey.** Prior to receipt of a Building Permit for any portion of the Project, Company shall perform a drainage tile survey for the presence of any drainage tiles or subsurface structures. Company shall comply with all provisions of state law regarding the drainage, subsurface drainage structures, and drain tile investigation and repair of any drainage tiles or structures. Prior to issuance of a Building Permit, Company shall coordinate with all applicable drainage districts regarding the construction plans for the Project and any changes in drainage structures or features on Project parcels by providing each applicable drainage district with its farmland drainage plan as required by 55 ILCS 5/5-12020(j-5).

14. **Wells and Well Monitoring.** Company shall seal any inactive or abandoned water wells on site pursuant to Illinois law and provide appropriate proof of sealing to the County prior to issuance of any Building Permit. For any unsealed wells on adjacent parcels under the jurisdictional authority of Coles County, the Company shall perform annual water testing to ensure the water meets Illinois's potable drinking water standards (35 Ill. Admin. Code § 620.410) upon request by a adjacent parcel landowner of the County. Company shall provide the results thereof to the County as part of its annual report.

15. **Transmission and Communication Lines.** All power lines used to collect power from panels shall be buried underground at a depth in accordance with the Agricultural Impact Mitigation Agreement ("AIMA") until same reach the property line or a substation adjacent to the property line.

16. **Fire Protection Districts and Emergency Response**. The Company shall cooperate with all local fire Protection Districts and provide funding as necessary for training or for new equipment to prepare the districts to respond to fire and other emergencies concerning the Project. The Company shall assist emergency response agencies in developing an emergency response plan

for the Project. The Company shall train their onsite personnel to assist emergency response agencies for any emergency incident that may occur on or in close vicinity to solar panels or other structures that are part of this Project. The Company may enter into agreements with local or other emergency response agencies to comply with this requirement. The Company and its contractors shall share their emergency response plans and protocols, for both construction and operation of the Project, with local emergency response agencies. The Company shall assist emergency response agencies in evaluating emergency response training needs and assisting with training of emergency response personnel in relation to this Project. The Company shall cooperate in emergency response drills relating to this Project, as part of coordinated training for CSEF and emergency response personnel. The Company shall coordinate a bi-annual review of policies, procedures, drills, training and equipment needs between Company representatives and local emergency response agencies and provide this documentation to the County. Company shall reimburse any responding emergency services (such as fire, police, or ambulance services) for the actual cost of emergency response services attributable to the construction, operation or decommissioning of the Project.

17. **Existing Underground Utility Lines.** The Company shall work with appropriate pipeline, water lines, and other underground utility companies and shall insure that the integrity of the pipelines and other underground utilities in the area of the Project are maintained during construction and operation of the Project.

18. **Reimbursement for County Expenses.** If during the term of the special use, operation or/and decommissioning period for the Project, the County retains outside engineers, consultants, contractors, attorneys, or other parties, in order for the County Board to enforce, determine compliance, or obtain compliance with applicable laws, ordinances, regulations, or these conditions, the Company shall promptly reimburse the County for all such expenses. Reimbursement of expenses shall occur no later than 30 days after Company receives a request for payment of said expense from the County.

19. **Validity of Conditions.** By applying for any Building Permit(s), the Company shall be deemed to waive any and all claims concerning the lawfulness, authority, or reasonableness of any of the conditions set forth herein.

20. **Defense against Claims/Indemnity**. As required by the Coles County Solar Ordinance, the Company shall defend, indemnify, and hold harmless the County and its officers, appointed and elected officials, employees, attorneys, engineers and agents (collectively and individually, the "Indemnified Parties") from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney's fees relating to or arising out of the issuance of the Special Use Permit or the construction, operation, maintenance and removal of the Project and affiliated equipment including, without limitation, liability for property damage or personal injury (including death or illness), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence) or any acts or omissions of the Company, except to the extent any such claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities arise from the negligence or intentional acts of the County or Indemnified Parties.

21. **Decommissioning and Financial Assurance.** Prior to applying for a Building Permit(s), Company shall negotiate and enter into an agreed upon Decommissioning Agreement and post the Financial Assurance with the County. The agreed upon Decommissioning Agreement shall include an agreed upon Decommissioning Plan and agreed upon Decommissioning Cost Estimate. **The Company shall, at a minimum, provide 100% of the Decommissioning Cost**

Estimate in a Financial Assurance, without a discount for salvage value, prior to applying for a Building Permit(s).

22. **Noise Study**. Prior to the issuance of any Building Permits related to the Project, the Company shall provide the County a revised study demonstrating the final site plan complies with the Illinois Pollution Control Board standards. Such study shall be from a qualified third-party expert and such costs shall be paid by the Company.

23. **Glare Study**. Prior to the issuance of any Building Permits related to the Project, the Company shall provide the County a glare study demonstrating the final site plan demonstrating the Project will not provide glare upon the public roadways or occupied residences or occupied community buildings. Such study shall be from a qualified third-party expert and such costs shall be paid by the Company

24. **Battery Storage Prohibition**. The placement or utilization of Battery Energy Storage System(s) is prohibited.

25. **Grading of Site**. Any grading of the site shall require dust mitigation to be employed to mitigate or eliminate dust upon the site during the construction phase of the Project. Company shall submit a dust mitigation plan as part of the Building Permit application.

26. **Annual Report**. The Company must submit, on an annual basis, on the anniversary date of the Special Use Permit approval, an operation and maintenance report to the County. The report shall contain (i) a general description of any physical repairs, replacements, or modifications to the Project, (ii) monthly output of the facility by kilowatt hour, (iii) whether any portion of the Project has been non-functional for greater than a 30-day period, (iv) calls for emergency services, (v) any complaints received regarding the Project, (vi) proof of status of liability insurance, (vi) the results of any water well testing conducted pursuant to Condition 14, and (vii) a summary of the bi-annual meetings between Company and applicable emergency response agencies, as described in Condition 17.

27. **JULIE.** The Company shall become a member of the Illinois State-Wide One-call Notice System (otherwise known as the Joint Utility Location Information for Excavators or ("JULIE")) and provide JULIE with all of the information necessary to update its records as soon as JULIE allows such membership and provide the Executive Director.

28. **As-Built Drawing.** The Company shall provide the County with as-built drawings of the entirety of the Project.

29. **Cure Period.** Subject to any other provision of these conditions, any alleged breach or violation of the conditions listed herein, including an alleged failure to comply with any federal, state or local regulation now or hereafter in effect, and any penalty herein, including termination of rights granted by or the invalidity of the Special Use Permit as a result of such breach or violation, shall be subject to the Company curing or commencing to cure and thereafter diligently pursuing cure of such breach or violation within sixty (60) days after receipt of written notice from the County of such breach or violation.

30. **Construction Site Security.** If the County, in its sole discretion, determines there is a need for increased law enforcement protection and/or private security within the Project area during

Project construction, the Company agrees to provide or reimburse the County for the costs associated therewith.

31. **Proof of Compliance.** The Company shall provide any reasonably requested proof of compliance with the conditions to the County.

32. **General.** The Special Use Permit and Building Permit may be revoked (or subject to any other remedy at the discretion of the County) pursuant to the procedures set forth in the Coles County Solar Ordinance for violation of any law, regulation, the provisions of the Coles County Solar Ordinance, and/or these Conditions. Unless monetary penalties are otherwise specified by Ordinance provision or these Conditions, the County may institute of a fine of not more than $1,000.00 per violation for each day a violation of the Coles County Solar Ordinance and/or these Conditions persists. The preceding remedies of this paragraph are in addition to any other remedies available by law, regulation, ordinance or condition. All costs, fines, penalties, or fees of any kind assessed to Company by County shall be paid within 30 days of receipt of an invoice form the County. The remedies within this paragraph 32 are subject to the cure period of the Ordinance and these Conditions.

END OF CONDITIONS