

## **ORDINANCE 2025-07**

### **COMMERCIAL SOLAR ENERGY FACILITY SITING ORDINANCE**

WHEREAS, Jackson County, Illinois, is a non-home rule unit of local government pursuant to Article VII, Section 7 of the 1970 Illinois Constitution;

WHEREAS, the County Board of Jackson County has determined it necessary to pass an ordinance regulating solar farms pursuant to its lawful authority to regulate and restrict location and use of structures pursuant to 55 ILCS 5/5-12001, et seq.;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF JACKSON COUNTY, ILLINOIS, THAT THE FOLLOWING ORDINANCE TO REGULATE COMMERCIAL SOLAR ENERGY FACILITIES BE AND HEREBY IS ADOPTED:

- Section 1. **Jurisdiction.** This Ordinance shall be applicable throughout Jackson County, except within the corporate limits of municipalities which have adopted local zoning ordinances. This Ordinance does not apply to or govern any Commercial Solar Energy Facility or any other planned solar energy generation of any kind that has, prior to September 1, 2025:
- (a) commenced construction; AND/OR
  - (b) submitted an acceptable Deconstruction Plan to Jackson County in substantial compliance with the Agricultural Impact Mitigation Agreement submitted to the Illinois Department of Agriculture for the facility.
- Section 2. **Interpretation.** Every provision of this Ordinance shall be construed liberally in favor of the County, and every requirement imposed herein shall be deemed minimal. Whenever the requirements of this Ordinance differ from the requirements of any other lawfully adopted statute, ordinance, regulation, deed restriction or covenant, the more stringent requirement shall prevail unless prohibited by 55 ILCS 5/5-12020.
- Section 3. **Disclaimer of Liability.**
- A. Except as may be provided otherwise by statute or ordinance, no official, board member, agent, or employee of the County shall render himself or herself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his or her duties under this Ordinance.
  - B. Any suit brought against any official, board member, agent, or employee of the county, as a result of any act required or permitted in the discharge of his or her duties under this Ordinance, shall be defended by the State's Attorney or duly appointed Special Assistant State's Attorney or counsel retained by a liability carrier until the final determination of the legal proceedings.
- Section 4. **Separability.** If any provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, that decision shall not affect the validity of the remainder of this Ordinance.

Section 5. Effective Date. This Ordinance shall take effect after its final passage, approval and publication as provided by law, on the effective date set forth below.

Section 6. Definitions

- A. "Abandonment." Abandonment of the Commercial Solar Energy Facility ("CSEF") Project occurs when Decommissioning has not been completed within twelve (12) months after the CSEF Project reaches the end of its useful life, as defined in the Agricultural Impact Mitigation Agreement ("AIMA"). For the purposes of this definition, a CSEF shall be presumed to have reached the end of its useful life if the CSEF fails to produce electricity for a continuous period of twelve (12) months; or the CSEF Owner fails, for a period of six (6) consecutive months or a total of six (6) months out of a period of nine (9) months, to pay any property owner amounts owed in accordance with the applicable written agreement(s) between the Landowner and the Applicant, Owner, Operator, CSEF Permittee, and all successors and assigns thereof regarding or related to the CSEF, including, but not limited to, an easement, option, lease, or license agreement relating to the siting, construction, or operation of the Facility on the property owner's real property.
- B. "Agricultural Impact Mitigation Agreement." The Agricultural Impact Mitigation Agreement by and between the Illinois Department of Agriculture and the Applicant applicable to the CSEF Project construction and decommissioning activities of the Applicant or CSEF Permittee, as applicable, also referred to herein as "AIMA."
- C. "Applicant." The person or entity that submits to the County an application for the siting and operation of any CSEF, Substation, and/or Supporting Facilities, pursuant to this Ordinance. All references to Applicant in this Ordinance shall include Applicant's successors-in-interest and assigns, which includes a CSEF Permittee (as defined below).
- D. "Application." An Application for a Siting Approval Permit for the siting and operation of any CSEF or Substation filed with the Jackson County Board pursuant to this Ordinance.
- E. "Battery Energy Storage System (BESS)." A component of a solar energy system that is used to store solar generated energy for future use.
- F. "Commencement of Construction." Any site development work (e.g., demolition, grubbing, grading, tiling, excavation, road work, construction of Project-related structures and infrastructure improvements, etc.) in any way supportive of or in furtherance of the CSEF Project.
- G. "Commercial Operation Date." The calendar date on which the CSEF Project produces power for commercial sale, not including test power. Within ten (10) calendar days of the Commercial Operation Date, the CSEF Permittee shall notify the County in writing.
- H. "Commercial Solar Energy Facility." A solar energy conversion facility or combination of facilities, including but not limited to ground-installed CSEF panels, substations, batteries, electric transformers, energy storage facilities, telecommunications equipment, roads, roadway materials, fences, vegetative barriers, supporting facilities, permanent Meteorological Towers,

meteorological stations and solar energy measurement equipment, maintenance, operations, administrative and storage areas and buildings, and all related improvements and equipment located on one or more tracts of real property for the primary purpose of generating, producing, or delivering electricity from solar energy from the sun for wholesale or retail sale and not primarily for consumption on the property on which such facilities reside, also referred to herein as "Solar Energy Conversion System," "CSEF," "Project," or "CSEF Project." This includes all solar panels, cells or modules, components, solar panel mounts and racking systems, helical piles, ground screws, ballasts or other anchoring systems, transmission lines, and access roads. "Commercial solar energy facility" does not mean a utility-scale solar energy facility being constructed at a site that was eligible to participate in a procurement event conducted by the Illinois Power Agency pursuant to subsection (c-5) of Section 1-75 of the Illinois Power Agency Act.

- I. "Component." Any improvement that is part of the overall CSEF
- J. "County" or "Jackson County." Jackson County, Illinois.
- K. "CSEF Permittee." An Applicant who applies for and receives a Siting Approval Permit under this Ordinance for the siting and operation of a CSEF Project or Substation. All references to a CSEF Permittee in this Ordinance shall include a CSEF Permittee's successors-in-interest and assigns.
- L. "CSEF Building Permit." A permit necessary for the Commencement of Construction performed in furtherance of or related to the construction, erection or installation of an approved CSEF, Substation, supporting facility, or operations and maintenance building in connection with a CSEF Project. A CSEF Building Permit may be issued by the County after a CSEF Project has obtained a Siting Approval Permit from the Jackson County Board, and the County Engineer determines that all conditions, if any, have been satisfied that are imposed by the Siting Approval Permit. The CSEF Building Permit shall require the Applicant (CSEF Permittee) to deliver a written "Notice to Proceed" for the CSEF Project to the County prior to Commencement of Construction of the CSEF Project.
- M. "Decommissioning." The removal of all above and below ground CSEF Project improvements from a participating property and the restoration of that property as provided in the AIMA.
- N. "Decommissioning Plan." A plan prepared by a Professional Engineer with experience in the field of solar energy conversion projects, prepared at the cost of the Applicant or CSEF Permittee, as applicable, that complies with the decommissioning provisions of the Illinois Department of Agriculture's standard solar AIMA version 8.19.19, as in effect on December 31, 2022, (and as subsequently amended) that includes, at a minimum:
  - i. A comprehensive detailed description of the method of decommissioning and how the Applicant, or CSEF Permittee, as applicable, plans to pay for the decommissioning of the CSEF Project.

- ii. A work schedule and a permit list necessary to accomplish the CSEF Project decommissioning of all the following CSEF Project improvements:
    - 1. Solar panels, cells and modules;
    - 2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
    - 3. Solar panel foundations, if used (to depth of 5 feet);
    - 4. Transformers, inverters, energy storage facilities, substations, BESS, telecommunications equipment, supporting facilities, permanent Meteorological Towers, meteorological stations, and solar energy measurement equipment including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
    - 5. Overhead collection system components;
    - 6. Operations/maintenance/administration buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
    - 7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
    - 8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
    - 9. Debris and litter generated by Deconstruction and Deconstruction crews, including but not limited to any CSEF Permittee, Owner, Operator, or any agents of contractors of the same performing Decommissioning activities.
  - iii. Proposed Financial Assurance for the decommissioning of the CSEF Project.
- O. "Financial Assurance" or "Financial Security" or "Decommission Security." A form of commercially available financial assurance that is acceptable to the County, naming the County as primary beneficiary and participating property owners as secondary beneficiaries, examples of which include, but are not limited to, a surety bond (e.g., performance and payment bond), trust instrument, cash escrow, or irrevocable letter of credit. The Financial Assurance shall include the following terms and conditions:
  - i. The amount of Financial Assurance included in the Decommissioning Plan shall be equal to the total cost of all Decommissioning and restoration work associated in any way with the CSEF Project, in accordance with the Financial Assurance required by the AIMA. The salvage value of the CSEF Project may only be used to reduce the estimated costs of Decommissioning in the Decommissioning Plan if the County certifies that all interests in the salvage value are subordinate or have been subordinated to that of the County if abandonment of the CSEF Project occurs.

- ii. To determine the amount of the Financial Assurance, the Applicant shall: (a) obtain bid specifications provided by a professional structural engineer; (b) request estimates from construction/demolition companies capable of completing the decommissioning of the CSEF Project; and (c) certification of the selected estimate by a professional structural engineer. The County Engineer, an independent engineer of the County's choosing, and the County Board's Designee for this purpose will review all estimates and make a recommendation to the County Board for an acceptable estimate. The County reserves the right to pursue other estimates. All costs to secure the estimates will be the responsibility of the Applicant or CSEF Permittee, as applicable.
- iii. The Financial Assurance shall:
  - 1. Identify all procedures for the County to access the Financial Assurances;
  - 2. Include a provision granting the County with all legal rights to transfer applicable CSEF Project improvement materials to salvage firms as of the date that the Financial Assurance is accessed by the County; and,
  - 3. Include a provision granting the County access to the CSEF Project area and all participating property, as of the date that the Financial Assurance is accessed by the County, subject to reasonable notice, to affect or complete decommissioning.
- iv. If the County approves an irrevocable letter of credit or surety bond as the form of Financial Assurance for the CSEF Project, the original of the irrevocable letter of credit or surety bond shall be held by the County.
- v. If the County approves cash escrow as the form of Financial Assurance for the CSEF Project, the cash escrow shall be held and managed by an independent third party (e.g., escrow agent or title company) on behalf of the County, subject to escrow instructions that incorporate the applicable obligations of this Ordinance and the AIMA, executed by the County and the Applicant or CSEF Permittee, as applicable.
- vi. If possible for the type of Financial Assurance provided, the Applicant shall grant perfected security in the Financial Assurance by use of a control agreement establishing the County as an owner of record pursuant to the Secured Transactions Article of the Uniform Commercial Code, 810 ILCS 5/9-101 et seq.
- vii. Any interest accrued on the Financial Assurance that is over and above the cost of Decommissioning as provided in the Decommissioning Plan shall be the property of the CSEF Permittee.

- viii. Provision of this Financial Assurance shall be reported to the County and phased in over the first 11 years of the CSEF Project's operation as follows:
  - 1. On or before the 1st anniversary of the Commercial Operation Date, the CSEF Permittee or Owner shall provide the County with Financial Assurance to cover ten percent (10%) of the estimated costs of Decommissioning of the CSEF Project as determined in the Decommissioning Plan.
  - 2. On or before the 6th anniversary of the Commercial Operation Date, the CSEF Permittee or Owner shall provide the County with Financial Assurance to cover fifty percent (50%) of the estimated costs of Decommissioning of the CSEF Project as determined in the Decommissioning Plan.
  - 3. On or before the 11th anniversary of the Commercial Operation Date, the CSEF Permittee or Owner shall provide the County with Financial Assurance to cover one hundred percent (100%) of the estimated costs of Decommissioning of the CSEF Project as determined in the Decommissioning Plan.
- ix. The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced.
- x. After the 10th anniversary of the Commercial Operation Date, and every 5 years thereafter, the County may reevaluate the estimated costs of Decommissioning of the CSEF Project. Such reevaluation shall be performed by an independent third party Professional Engineer licensed in the State of Illinois. The CSEF Permittee shall be responsible for the costs of any reevaluation by a third party Professional Engineer engaged by the County. The County shall provide the CSEF Permittee with a copy of such reevaluation reports. In accordance with the results of any reevaluation report, the County may require changes in the amounts of Financial Assurance required from the CSEF Permittee or Owner, as provided for above, and in such case, the adjusted amount of Financial Assurance shall be secured within 6 months of the date that the County provides the CSEF Permittee with a copy of such reevaluation reports. Failure to provide Financial Assurance, or adjusted Financial Assurance, as outlined herein shall be considered a cessation of operation.
- xi. Upon abandonment of the CSEF Project or any other default or failure to comply with this Ordinance, the AIMA, or the Decommissioning Plan, as determined by the County, the County may take all appropriate actions for Decommissioning, including drawing upon the Financial Assurance. In the event the County

declines to take any action for Decommissioning, the participating property owners may draw upon the Financial Assurance.

- P. "Landowner." A participating owner of real property upon which a CSEF is or may be located by virtue of an easement, option, lease, or license to use the real property for the purpose of constructing a CSEF Project or supporting facilities.
- Q. "Meteorological Tower." Those towers or other structures which are erected prior to construction of a CSEF Project primarily to measure meteorological data relevant to siting and operation of a CSEF Project. For purposes of this Ordinance, Meteorological Towers do not include towers and equipment used by airports, the Illinois Department of Transportation, or other similar applications or government agencies, to monitor weather conditions.
- R. "Nonparticipating property." Real property that is not a participating property.
- S. "Nonparticipating residence." A residence that is located on nonparticipating property and that is existing and occupied on the date that an application for a permit to develop the CSEF Project is filed with the County.
- T. "Notice to Proceed." A written document, named as such, stating that the Applicant expresses an intent to commence construction activities on a CSEF Project and identifying the date on which the construction activities are scheduled to commence.
- U. "Occupied community building." Any one or more of the following buildings that is existing and occupied on the date that the application for a permit to develop the CSEF Project is filed with the County: a school, place of worship, day care facility, public library, or community center.
- V. "Operator." The person or entity responsible for the day-to-day operation and maintenance of a CSEF Project, including any third-party subcontractors. The Operator must be a qualified solar power professional. All references to Operator in the Ordinance shall include Operator's successors-in-interest and assigns.
- W. "Owner."
  - i. A person with a direct ownership interest in a CSEF Project, regardless of whether the person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the CSEF Project; and
  - ii. At the time the facility is being developed, a person who is acting as a developer of the CSEF Project by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the CSEF Project, regardless of whether the person will own or operate any portion of the CSEF Project.
  - iii. "Owner" does not mean:
    - 1. The property owner from whom land is leased for locating a solar energy conversion system (unless the property owner has an equity interest in a solar energy conversion system); or
    - 2. Any person holding a security interest in a solar energy conversion system solely to secure an extension of credit,

or a person foreclosing on such security interest, provided that after foreclosure, such person seeks to sell a solar energy conversion system at the earliest practicable date.

- X. "Participating property." Real property that is the subject of a written agreement between a facility owner and the owner of the real property that provides the facility owner an easement, option, lease, or license to use the real property for the purpose of constructing a commercial wind energy facility, a commercial solar energy facility, or supporting facilities. "Participating property" also includes real property that is owned by a facility owner for the purpose of constructing a commercial wind energy facility, a commercial solar energy facility, or supporting facilities.
- Y. "Participating residence." A residence that is located on participating property and that is existing and occupied on the date that an application for a permit to develop the CSEF Project is filed with the County.
- Z. "Professional Engineer." A qualified individual who is licensed as a professional engineer in the State of Illinois. Where a structural engineer is required to take some action under terms of this Ordinance, a Professional Engineer may serve as the structural engineer if he or she has the appropriate structural engineering certification.
- AA. "Protected lands" means real property that is subject to a permanent conservation right consistent with the Real Property Conservation Rights Act or registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.
- BB. "Public Conservation Lands." Land owned in fee title by units of local government, state or federal agencies and managed specifically for conservation purposes, including but not limited to units of local government, state and federal parks, state and federal wildlife management areas, state scientific and natural areas, and federal wildlife refuges and waterfowl protection areas. Public conservation lands do not include private lands upon which conservation easements have been sold to government agencies or non-profit conservation organizations. Public conservation lands also do not include private lands for which the owners have entered into contractual relationships with government or non-profit conservation organizations for conservation purposes.
- CC. "Setback." The distances measures from the nearest edge of any component of the CSEF Project to: the nearest point on the outside wall of the structures of occupied community buildings and buildings and dwellings on nonparticipating properties; the nearest edge of public road rights-of-ways; and the nearest point on the property line of nonparticipating property.
- DD. "Siting Approval Permit." A permit approved by the County Board, after a public hearing, allowing the construction and operation of a CSEF at a specified location subject to compliance with certain specified special conditions as may be required by the County Board, including, but not limited to, ordinances, regulations, and laws administered and enforced by Jackson County.



EE. "Substation." The apparatus that collects and/or connects the electrical collection system of a CSEF and adjusts the voltage for connection with the utility's transmission lines.

FF. "Supporting Facilities." The transmission lines, substations, access roads, fences, meteorological towers, storage containers, and equipment associated with the generation and storage of electricity by the CSEF Project.

Section 7. Applicability.

- A. This Chapter applies to any CSEF and operations thereof in unincorporated Jackson County, Illinois, other than those areas surrounding municipal limits governed by municipal ordinance.
- B. The purpose of these regulations is to facilitate the construction, installation, use, operation and decommissioning of commercial solar energy facilities in the County in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to public roads and important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. These regulations will not impede personal or business solar collector development for the primary use of self-sustaining energy so long as all facilities associated therewith are located on property owned by the person or entity using such self-sustaining energy. These regulations are not intended to replace safety, health or environmental requirements contained in other applicable codes, standards, or ordinances.
- C. No CSEF Project, CSEF or Substation governed by this Chapter shall be constructed, erected, installed, or located within the County, unless a Siting Approval Permit has been obtained for each individual CSEF Project, Substation, or for a group of CSEF Projects and Substations under a joint siting application pursuant to this Ordinance.
- D. CSEF Projects may be developed and operated in any unincorporated area of the County not controlled by a municipal zoning authority.

Section 8. Siting Approval Permit Application.

- A. Due to the unique nature and special requirements of CSEF Projects and their potential impacts to adjoining properties and government services, CSEF Project Applicants shall be required to submit a Siting Approval Permit Application to the Jackson County Board. Applicant shall obtain approval on the following items or any special conditions required by the Jackson County Board. To be considered a complete and accepted submittal, the application shall contain or be accompanied by the following information.
- B. The applicant shall submit seventeen (17) copies of the Siting Approval Permit application to the County and at least one (1) copy in electronic format.
  - i. A site plan with existing conditions showing the following:
    - 1. Existing property lines and property lines extending 100 feet from the exterior boundaries of the solar project, including the names of adjacent property owners and current use of those properties.
    - 2. Existing adjacent public and private roads, showing widths of the roads and any associated easements.

3. Location and size of any abandoned wells or sewage treatment plants within the solar farm or on adjacent parcels.
4. Existing buildings and any impervious surfaces within the solar farm.
5. A contour map showing topography at two-foot intervals. A contour map of surrounding properties may also be required.
6. Existing vegetation (list type and percent of coverage: i.e. cropland/plowed fields, grassland, wooded areas etc.).
7. Waterways, watercourses, lakes, public water and wetlands.
8. Any delineated wetland boundaries.
9. A copy of the current FEMA FIRM map that shows the subject property. And, the 100-year flood elevation and any regulated flood protection elevation, if available.
10. Flood way, flood fringe and/or general floodplain district boundary, if applicable and not provided on the copy of the current FEMA FIRM map.
11. Mapped soils according to the Jackson County Soil Survey.
12. Surface water drainage patterns.
13. The location of any known subsurface drainage tiles.
14. Fencing with gate locations.

ii. Plan of proposed conditions:

1. General Description of the Project including site plan, project phasing plan and construction timetable.
2. The approximate generating capacity.
3. Names, addresses and phone numbers of Applicants, Owners and Operators with documentation of land ownership/leasing.
4. Location, type, height, number and spacing of solar panels, cells, Substations and modules.
5. All required studies, reports, certifications and approvals demonstrating compliance with the provisions of this Ordinance.
6. An Agricultural Impact Mitigation Agreement (AIMA) executed between the Applicant and the Illinois Department of Agriculture.
7. Results and Recommendations from the Illinois Department of Natural Resources obtained through Ecological Compliance Assessment Tool or a comparable successor tool.
8. Any other information requested by the County or the County consultants that is necessary to evaluate the siting application and operation of the CSEF and to demonstrate that the CSEF meets each of the regulations in this

Ordinance, including the Siting Approval Permit standards set forth below.

9. A site plan for the CSEF 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 CSEF, and the layout of all structures within the geographical boundaries of any applicable setback.
  10. A proposed Decommissioning Plan for the CSEF including cost estimations to remediate the participating property in accordance with the AIMA.
- iii. An affidavit provided by an authorized Applicant officer attesting to the following matters that shall be conditions of the Siting Approval Permit:
1. The Siting Approval Permit application is complete and includes all information and documentation required by this Ordinance and the AIMA, that all such information and documentation is true and correct, that there has not been any material omission of any relevant information, and that upon the discovery of any missing or incorrect information contained, or intended to be contained in the Siting Approval Permit application, Applicant shall immediately notify the County of the same and provide all relevant corrected information and documentation;
  2. The obligations imposed by this Ordinance and the AIMA shall bind the Applicant, Owner, Operator, CSEF Permittee, and all successors and assigns thereof;
  3. That the obligations and liabilities established by the grant of a Siting Approval Permit shall be binding upon the Applicant, Owner, Operator, CSEF Permittee and their respective successors and assigns;
  4. That the sale, assignment in fact or at law, or other transfer of the Applicant's financial interest in the CSEF Project shall in no way effect or modify the obligation of the Applicant, Owner, Operator, or CSEF Permittee to comply with the terms, covenants and obligations of a Siting

- Approval Permit unless a successor or assign of the Applicant, Owner, Operator, or CSEF Permittee, as applicable, agrees to assume all such obligations, including but not limited to the Decommissioning obligations associated with the CSEF Project; and,
5. That the County and its authorized representatives have the right of entry onto the CSEF Project area at all times for the purpose of inspecting the methods of construction, operation, remediation, and decommissioning, or for performing actual reclamation if necessary; and,
  6. Confirmation that the County shall be listed as a debtor in connection with any proceeding in insolvency or bankruptcy involving the Applicant, Owner, Operator, CSEF Permittee or their respective successors and assigns, but shall not be responsible for any claims against the foregoing parties.
- iv. 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.
  - v. A comprehensive vegetation management plan consistent and compliant with the goals of the Pollinator-Friendly Solar Site Act, the AIMA, and written agreements with applicable Landowner(s), detailing the type of vegetative ground cover to be planted, established, and maintained for the life of the CSEF Project that provides and maintains native and non-invasive naturalized perennial vegetation to protect the health and well-being of pollinators. Such plan shall comply with the underlying vegetative ground cover and vegetation management plan agreement with the Landowner(s) where the CSEF will be constructed.
  - vi. Results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review.
  - vii. Results of the consultation with the Illinois State Historic Preservation Office assessment of potential impacts on State-registered historic sites under the Illinois State Agency Historic Resources Preservation Act.
  - viii. Results of a communications analysis that indicates that the E9-1-1 communications, emergency communications, or official County and local municipal communications reception shall not be negatively impacted or influenced by the proposed CSEF Project. The analysis shall be conducted by a third party, qualified

professional (after submission of resume and relevant work experience) at the expense of the Applicant.

- ix. Information demonstrating that the CSEF Project will avoid protected lands.
- x. Any other information normally required by the County as part of its permitting requirements for siting buildings or other structures;
- xi. Any other information requested by the County or the County consultants that is necessary to evaluate the siting permit application and operation of the CSEF Project and to demonstrate that the CSEF Project meets each of the regulations in this Ordinance, including the Siting Approval Permit standards set forth below.

- C. The Applicant, at its expense, shall enter into an AIMA with the Illinois Department of Agriculture prior to any public hearing required before a siting decision on the CSEF Project application. All impacted agricultural land, whether impacted during construction, operation, or decommissioning activities, must, at a minimum, be remediated by the Applicant pursuant to the terms of the AIMA.
- D. The applicant at its expense, shall file a farmland drainage plan with the County and any impacted drainage districts outlining how surface and subsurface drainage of farmland will be restored during and following construction or deconstruction of the CSEF. The plan is to be created independently by the Applicant and shall include the location of any potentially impacted drainage district facilities to the extent this information is publicly available from the County or the drainage district, plans to repair any subsurface drainage affected during construction or deconstruction using procedures outlined in the AIMA entered into by the Applicant, and procedures for the repair and restoration of surface drainage affected during construction or deconstruction. All surface and subsurface damage shall be repaired as soon as reasonably practicable.

Section 9. Design and Installation.

A. Design Safety Certification.

- i. Each CSEF shall conform to applicable industry standards, including those of the American National Standards Institute ("ANSI"). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories ("UL"), or an equivalent third party. All solar panels, cells and modules; solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems shall be new equipment commercially available; no used or experimental equipment shall be used without the approval of a variance by the County Board.
- ii. Following the granting of siting approval under this Ordinance, a professional structural engineer licensed in the State of Illinois shall certify, as part of the CSEF Siting Permit application process,

that the design of the CSEF is within accepted professional standards, given local soil, subsurface and climate conditions. The engineer shall be retained by Jackson County, the cost of which will be paid by the applicant.

- B. Electrical Components. All electrical components of the CSEF Project shall conform to applicable local, state, and national codes, and relevant national and international standards (e.g. ANSI and International Electrical Commission).
- C. Height. No component of a solar panel, cell or modules may exceed twenty (20) feet in height above the ground at full tilt.
- D. Aesthetics and Lighting.
  - i. Vegetative Screening. The Applicant shall include as a part of its Application a Vegetative Screening Plan which shall provide for a continuous line 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 at and throughout the CSEF Project designed to screen the CSEF Project from the sight lines from neighboring roads or properties. The landscaping screen shall be located between the required fencing and the perimeter of the tax parcel(s) established by the County upon which the CSEF Project is located. An example of a compliant vegetative plan is attached hereto as Exhibit 1.
  - ii. Lighting. Any lighting shall be for security and safety purposes only. If lighting is provided at the CSEF Project, lighting shall be of low intensity, shielded and downcast such that light does not extend substantially onto any adjacent Nonparticipating Property.
  - iii. 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 AIMA until such lines reach the property line or a substation adjacent to the property line.
- E. Fencing. A fence of not less than eight (8) 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 alternative height is necessary (1) to comply with requirements 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. Fencing shall be resistant to collecting debris, and debris shall be removed and properly disposed of on an on-going basis as long as the fence is present. A fine of \$50.00 per day will be assessed if, after a 30-day notification to remove debris, the debris has not been removed and properly disposed of.
- F. Warnings.

- i. A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and Substations.
  - ii. 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.
- G. Setback Requirements. The CSEF Project shall be sited as follows, with setback distances measured from the nearest edge of any component of the CSEF Project unless waived by the written consent of the owner(s) of each affected nonparticipating property. Any waivers of setbacks shall run with the land and be recorded with the Recorder of Deeds of the County, with copies submitted with the Siting Approval Permit application. Setback distances shall be no less than:
  - i. Occupied Community Buildings: one hundred fifty (150) feet to the nearest point on the outside wall of the structure.
  - ii. Dwellings on Nonparticipating Properties: one hundred fifty (150) feet to the nearest point on the outside wall of the structure.
  - iii. Boundary Lines of Participating Property: None.
  - iv. Boundary Lines of Nonparticipating Property: fifty (50) feet to the nearest point on the property line of the nonparticipating property.
  - v. Public Road Rights-of-Way: fifty (50) feet from the nearest edge of the public road right-of-way.
- H. Compliance with Additional Regulations. Nothing in this Ordinance is intended to preempt other applicable state and federal laws and regulations.
- I. Use of Public Roads.
  - i. An Applicant proposing to use any County, municipality, township or village road(s), for the purpose of transporting parts and/or equipment for construction, operation, or maintenance of the CSEF Project, shall:
    - 1. Identify all such public roads; and,
    - 2. Obtain applicable weight and size permits from relevant government agencies prior to construction.
  - ii. To the extent an Applicant must obtain a weight or size permit from the County, municipality, township or village, the Applicant shall:
    - 1. Conduct a pre-construction baseline survey to determine existing road conditions for assessing potential future damage.
    - 2. Any proposed public roads that will be used for construction purposes shall be identified and approved in writing by the respective Road District Commissioner and the County Engineer prior to the granting of the Siting Approval Permit. Traffic for construction purposes shall be limited to these roads. All overweight and/or oversized loads to be transported on public roads may require a

permit from the respective highway authority. Any road damage caused by the transport of the facility's equipment, the installation, maintenance, or removal, must be completely repaired to the reasonable satisfaction of the Road District Commissioner and the County Engineer. The Road District Commissioner and County Engineer may choose to require either remediation of road repair upon completion of the CSEF Project or are authorized to collect fees for overweight and/or oversized load permits. Further, Financial Assurance in an amount to be fixed by the Road District Commissioner to ensure the Road District or the County that future repairs are completed to their reasonable satisfaction shall be provided. Applicant shall submit a draft form of said Financial Assurance with application for the Siting Approval Permit.

3. Enter into a road use agreement with the County and each affected Local Public Agency that conforms to the Template attached hereto as Exhibit 2.
- iii. All repairs and improvements to County public roads and roadway appurtenances shall be subject to the prior approval of the County before being made and shall also be subject to inspection and acceptance by the County after such repairs and improvements are completed. The County's road use agreement, and any further agreements contemplated therein, regarding the maintenance and repair of County public roads and highways, must be approved by the County Board prior to the Board's approval of any CSEF Building Permit applications related to the construction of the proposed CSEF Project.
- J. Site Assessment. To ensure that the subsurface conditions of the site will provide proper support for the CSEF and soil restoration, the Applicant, at its expense, shall provide soil and geotechnical boring reports to the County Board as part of its CSEF Siting Permit Application. 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 CSEF Siting Permit for the construction of said Substations.
- K. Noise Levels. Noise levels from each portion of the CSEF Project shall be in compliance with applicable sound limitation regulations established by the Illinois Pollution Control Board (IPCB) under 35 Ill. Adm. Code Parts 900, 901, and 910, or such successor regulations hereafter issued by the IPCB as to CSEF Project sound limitations. The Applicant shall submit manufacturer's solar facility 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 Siting Approval Permit application.



- L. As-Built Map and Plans. Within sixty (60) calendar days of completion of construction of the CSEF Project, the Applicant or Operator shall deliver "as-built" maps, site plans and engineering plans for the CFES Project that have been signed and stamped by a Professional Engineer and a licensed surveyor.
- M. Engineer's Certificate. The CSEF Project engineer's certificate shall be completed by a 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 solar apparatus, given local soil, subsurface, and climate conditions. The CSEF Project engineer's certificate shall be a public record and shall be submitted as part of the Siting Approval Permit application.
- N. Conformance with Approved Application and Plans. The Applicant shall construct and operate the CSEF Project in substantial conformance with the construction plans contained in the County approved submitted Siting Approval Permit application(s), conditions placed upon the operation of the CSEF Project, this Ordinance and all applicable state, federal, and local laws and regulations.
- O. Aviation protection. For CSEF's located within five hundred (500) feet of an airport or within approach zones of an airport, the applicant shall complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT) for the airport traffic control tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federal Obligated Airports, or most recent version adopted by FAA.
- P. Survey. The Owner of the CSEF shall comply with 35 ILCS 200/10-740 (as in effect on the date of enactment of this Ordinance and as subsequently amended) which, among other things, requires the Owner of a CSEF to commission and deliver to the chief county assessment officer and the owner(s) of the land upon which the CSEF is constructed a statutorily compliant metes and bounds survey description of the land upon which the CSEF is installed, including access routes, over which the owner has exclusive control.
- Q. All CSEF's shall comply with all applicable federal, state, and local building code requirements including those required by Public Act 103-0510 which amended the Capital Development Board Act (20 ILCS 3105/1 et seq.).
- R. Additional Terms and Conditions.
  - i. All technical submissions as defined in the Professional Engineering Practice Act of 1989 (225 ILCS 325/4(w)) and contained in the Siting Approval Permit Application shall be prepared and signed by an Illinois Professional Engineer (or structural engineer) for the relevant discipline.
  - ii. The County may retain a qualified, independent code inspector, professional engineer, or both to make appropriate inspections of the CSEF Project during and after construction and to consult with the County to confirm that the construction, substantial repair, replacement, repowering, and/or decommissioning of the CSEF Project is performed in compliance with applicable electrical and building codes. The cost and fees so incurred by the County in

retaining said inspector or engineer shall be promptly reimbursed by the CSEF Permittee.

- iii. The Applicant shall provide a locked metal gate or a locked chain installed at the access road entrances of all the CSEF Project locations. Keys shall be provided at locked entrances for access by appropriate emergency personnel.

Section 10. Operation.

A. Maintenance.

- i. Annual Report. The CSEF Permittee shall submit, on an annual basis on the anniversary of the Siting Approval Permit Application, an operation and maintenance report to the County. The report shall contain the following information:
  - 1. a general description of any physical repairs, replacements, or modification(s) to the CSEF Project and/or its infrastructure;
  - 2. complaints pertaining to setbacks, noise, appearance, safety, lighting, and use of any public roads received by the Applicant concerning the CSEF and the resolution of such complaints;
  - 3. name(s), address(es), email addresses, and phone number(s) of the current owner and operator, including their respective business structures, and lenders for the CSEF Project;
  - 4. calls for emergency services;
  - 5. status of liability insurance; and
  - 6. a general summary of CSEF Project service calls.
- ii. Failure to provide the annual report shall be considered a material violation of this Ordinance and subject to a fine in the amount of \$250 per acre of the total project area for each 30 day period occurring between the date that the annual report is due and the date that it is filed by the CSEF Permittee.

B. Coordination with Emergency Responders.

- i. The CSEF Permittee shall submit to the local emergency responders and the Jackson County Emergency Management Coordinator a copy of the Site Plan, Standard Operating Procedures (SOPs) and Standard Operating Guidelines (SOGs), and any amendments to such documents, for the CSEF Project so that the local law enforcement, fire protection district and rescue units, emergency medical service providers and emergency management service providers that have jurisdiction over any portion of the CSEF Project may evaluate and coordinate their emergency response plans with the CSEF Permittee.
- ii. The CSEF Permittee, at its expense, shall provide annual training for, and the necessary equipment to, the Operator and local emergency response authorities and their personnel so that they can properly respond to a potential emergency at the CSEF Project.

Special equipment to be provided includes, but is not limited to, permanently installed rescue equipment.

- iii. The CSEF Permittee and the Operator shall cooperate with all local emergency responders the Jackson County Emergency Management Coordinator to develop an emergency response plan. The plan shall include, at a minimum, 24 hour contact information (names, titles, email addresses, cell phone numbers) for the CSEF Permittee and the Operator and at least three (3) designated CSEF Permittee representatives (a primary representative with two (2) alternate representatives, each of whom are on-call "24 hours per day / 7 days per week / 365 days per year"). Any change in the designated CSEF Permittee representative or his/her contact information shall be promptly communicated to the County. The content of the emergency response plan, including the 24-hour contact information, shall be reviewed and updated on an annual basis. Written verification of said coordination shall be provided to the County Board and maintained by the CSEF Permittee and Operator.
- iv. Nothing in this section shall alleviate the need to comply with all other applicable life safety, fire, or emergency response laws and regulations.

C. Water, Sewer, Materials Handling, Storage and Disposal.

- i. All solid waste related to the construction, operation and maintenance of the CSEF Project shall be promptly disposed of in accordance with all federal, state and local laws. Non-hazardous waste will be disposed of in the Solid Waste Landfill located in Jackson County and authorized and permitted by the Jackson County Health Department.
- ii. All hazardous materials related to the construction, operation and maintenance of the CSEF Project shall be handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws.
- iii. The CSEF Project shall comply with existing septic and well regulations as required by the County Health Department and the State of Illinois Department of Public Health.

D. Signage.

Signage regulations shall be consistent with ANSI standards. A reasonably visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations, and at all entrances to the CSEF Project.

E. Drainage Systems.

- i. The Applicant, at its expense, will repair, in a prompt and timely manner, all waterways, drainage ditches, agricultural drainage systems, field tiles, or any other private and public infrastructure improvements damaged during construction, maintenance and

operation phases of the CSEF Project in accordance with the AIMA.

- ii. The Project Owner shall compensate landowners for crop losses or other agricultural damages resulting from damage to the drainage system caused by the construction of the CSEF. The CSEF Owner shall repair or pay for the repair of all damage to the subsurface drainage system caused by the construction of the CSEF in accordance with the AIMA requirements for repair of drainage and any agreements with the Landowner. The CSEF Owner shall repair or pay for the repair and restoration of surface drainage caused by the construction, operation, or Decommissioning of the CSEF as soon as reasonably practicable and in a manner consistent with the AIMA.
- iii. Notwithstanding any other provision of law, the Project Owner with siting approval from the County to construct a CSEF is authorized to cross or impact a drainage system, including, but not limited to, drainage tiles, open drainage ditches, culverts, and water gathering vaults, owned or under the control of a drainage district under the Illinois Drainage Code without obtaining prior agreement or approval from the drainage district in accordance with the farmland drainage plan.

#### F. Complaint Resolution.

Prior to the Commencement of Construction of the Project and during the entire term of the special use and any extension, the CSEF Applicant or Permittee shall establish a telephone number hotline for the general public to call with any complaints, comments or questions (the "Comment Hotline"). The Comment Hotline number shall be publicized to the satisfaction of the County in order to ensure that the general public is aware of the Comment Hotline number. The Comment Hotline number shall be posted at the operations and maintenance center, in the construction marshalling yard, and at the entrance gates. The Comment Hotline number shall be manned at all times during regular business hours or allow for recording of messages during other times. Each call to the Comment Hotline shall be logged by the CSEF Applicant or Permittee, and such log shall identify the name, address, to the extent provided, and reason for the call. CSEF Applicant or Permittee shall maintain a Facebook or other social media site with links to the procedures for using the Comment Hotline. CSEF Applicant or Permittee, shall provide the County with the call log on a monthly basis to the extent allowed by law, and the CSEF Applicant or Permittee, shall retain copies of the log for a minimum of two years. If County notifies the CSEF Applicant or Permittee of a request to preserve records due to litigation or claims, the CSEF Applicant or Permittee will preserve the records indefinitely or until notification from the County that the underlying litigation or claim has been resolved.

The CSEF Applicant or Permittee shall take reasonably necessary actions to resolve all legitimate complaints. If the CSEF Applicant or Permittee shall, in

the reasonable discretion of the County, fail to take reasonably necessary action to resolve any legitimate complaint, the County may direct the CSEF Applicant or Permittee to take such reasonably necessary action. During the construction of the Project, the CSEF Applicant or Permittee shall maintain updated contact information on file with the County for addressing complaints related to construction activities. The CSEF Applicant or Permittee shall designate a contact person who will respond to inquiries from the County. Once the project has reached commercial operation following the conclusion of construction activities, the CSEF Applicant or Permittee shall maintain permanent contact information with the County, including a designated representative of the CSEF Applicant or Permittee, along with a phone number and email address, and a 24-hour emergency contact phone number (the "Emergency Number"). The Emergency Number shall be manned at all times. The CSEF Applicant or Permittee shall also provide these phone numbers and email addresses to the Jackson County emergency dispatch coordinator. If the County retains any expert or consultant relating to such complaints, the CSEF Applicant or Permittee, shall reimburse the County for all reasonable expenses. In the event of a disagreement between the County and the CSEF Applicant or Permittee, and/or the person making the complaint concerning resolution of the complaint, then the CSEF Applicant or Permittee and/or the person making the complaint may appeal the decision to the County.

Section 11. Liability Insurance and Indemnification.

- A. Commencing with the issuance of a CSEF Siting Approval Permit, the CSEF Applicant or Permittee shall maintain a current general comprehensive liability policy and automobile liability coverage covering bodily injury, death and illness, and property damage with limits of at least Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate; and, shall further maintain the above-stated lines of insurance from delivery of the "Notice to Proceed" by the Applicant for the CSEF Project, in coverage amounts of at least Five Million Dollars (\$5,000,000.00) per occurrence and Twenty Million Dollars (\$20,000,000.00) in the aggregate during the life of the CSEF Project. The County may increase the coverage amounts required from time to time so long as such increases are commercially reasonable.
- B. The Applicant shall file the original certificate of insurance upon Commencement of Construction prior to the issuance of a CSEF Siting Approval Permit, corresponding policies and endorsements to be provided within sixty (60) days of issuance, and at each subsequent renewal, at least annually thereafter. Any loss of coverage must be reported within three (3) working days of loss. Failure to maintain coverage shall be considered a cessation of operation. The certificate of insurance shall name the County and its officers, appointed and elected officials, employees, attorneys, engineers and agents as an additional insured.
- C. The Applicant (CSEF Permittee) 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 Siting Approval Permit or the construction, operation, maintenance and removal of the CSEF 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 Applicant (CSEF Permittee), the Owner or the Operator under this Ordinance or the Siting Approval Permit, 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 such Indemnified Parties. This general indemnification shall not be construed as limiting or qualifying the County's other indemnification rights available under the law.

Section 12. Decommissioning Plan.

- A. Applicant must formulate a Decommissioning Plan to ensure that the CSEF Project is properly decommissioned in accordance with the provisions of the AIMA and this Ordinance prior to the issuance of any Siting Approval Permit. The Decommissioning Plan shall be binding upon the Applicant and its successors-in-interest and assigns, and shall apply to all participating parcels in the CSEF Project, irrespective of the owner of title to such parcels. As part of Decommissioning, the CSEF Permittee shall remove all physical material and CSEF Project improvements, and restore all soil and vegetation, in accordance with the Decommissioning Plan and the AIMA. Decommission shall occur in accordance with the following conditions:
- i. Decommissioning by the CSEF Permittee shall commence upon any one of the following occurrences:
    1. Abandonment.
    2. Inactive construction, after the Commencement of Construction, for twelve (12) consecutive months.
    3. If no electricity is generated by the CSEF Project for twelve (12) consecutive months after electricity is initially generated or the CSEF Permittee has not paid Landowners those amounts owed in accordance with their applicable agreements for a period of six (6) consecutive months after such payments were due and payable.
    4. The CSEF Permittee or Owner dissolves or abandons the CSEF Project without first transferring the CSEF Project to a successor-in-interest or assign.
    5. If any part of the CSEF Project falls into disrepair or creates any other health and safety hazard as determined by applicable County, state, or federal officials.
  - ii. The CSEF Permittee shall ensure that the CSEF Project is properly decommissioned within twelve (12) months of the end of the CSEF Project life.
  - iii. Financial Assurance.

1. The County shall have immediate access to and may use the Financial Assurance for Decommissioning upon written notice to the Applicant after any one of the following occurrences:
      - a. Abandonment of the CSEF Project;
      - b. A reasonable determination by the County that the CSEF Project or any portion thereof constitutes a health and safety hazard that has not been addressed by the CSEF Permittee in a timely manner; or
      - c. The CSEF Permittee fails to Decommission the CSEF Project or any portion thereof in accordance with the Decommissioning Plan.
    - iv. The County or its escrow agent shall release the Financial Assurance to the CSEF Permittee upon written notice by the CSEF Permittee, as confirmed by the County, that Decommissioning has been satisfactorily completed. Ten percent (10%) of the Financial Assurance shall be retained for a period of one (1) year beyond the date of the County's confirmation that Decommissioning has been satisfactorily completed to settle any outstanding Decommissioning obligations or concerns.
  - B. A Decommissioning and Site Reclamation Plan shall be prepared by an independent Illinois Certified Professional Engineer and shall include:
    - i. A description of the methodology and cost to remove all above ground and below ground Commercial Solar Energy Facility equipment of the approved Siting Approval Permit;
    - ii. Provisions for the removal of all above ground and below ground Commercial Solar Energy Facility equipment of the approved Siting Approval Permit;
    - iii. Methodology and cost to restore all areas used for construction, operation and access to a condition equivalent to the land prior to the Commercial Solar Energy Facility construction;
    - iv. A work schedule and a permit list necessary to accomplish the required work;
    - v. Methodology to identify and manage any hazardous or special materials.
    - vi. Submission of a draft form of Financial Security to the County in the form of a surety bond (performance and payment bond), irrevocable letter of credit or a cash escrow account that names County as the beneficiary, or other type of Financial Security that is approved by the County. If an irrevocable letter of credit or surety bond (performance and payment bond) is selected, the original of the irrevocable letter of credit or surety bond shall be held by the County. If a cash escrow is selected, the cash escrow shall be held and managed by an independent third party (e.g., escrow agent or title company) on behalf of the County, subject to escrow instructions that incorporate the applicable



- decommissioning and repair / replacement / restoration obligations of this Agreement as executed by the County and the Applicant.
- vii. The amount of Financial Security shall be equal to the total cost of all decommissioning and restoration work minus the salvage value of the Commercial Solar Energy Facility equipment. To determine that amount, the Applicant shall: (a) obtain bid specifications provided by a professional structural engineer; (b) request estimates from construction I demolition companies capable of completing the decommissioning of the Commercial Solar Energy Facility; and (c) certification of the selected estimate by a professional structural engineer. The County engineer, an independent engineer of the County's choosing, and the Jackson Board will review all estimates and make a recommendation to the County Board for an acceptable estimate. The County reserves the right to pursue other estimates. All costs to secure the estimates will be funded by the Applicant.
  - viii. Jackson County retains all rights to challenge any and all salvage value assessments in the Site Decommissioning Plan as a condition of approval of the Commercial Solar Energy Facility Siting Approval Permit.
  - ix. A provision that the terms of the Decommissioning and Site Reclamation Plan shall be binding upon the Applicant including any of its successors-in-interest and assigns;
  - x. Confirmation by affidavit that the obligation to decommission the Commercial Solar Energy Facility is included in the lease agreement for every parcel included in the Siting Approval Permit application. A list of all landowners should be kept current, and affidavits shall be secured from Applicant and landowners stating their financial understanding;
  - xi. A provision that allows for the County to have the legal right to transfer applicable Commercial Solar Energy Facility material to salvage firms;
  - xii. Identification of and procedures for the County to access the Financial Assurances; and
  - xiii. A provision that the County shall have access to the site, pursuant to reasonable notice to affect or complete decommissioning. A portion of the Decommission Security will be required to be held for one (1) year past the decommissioning to settle any potential disputes.

Section 13. Remedies.

- A. The failure of Applicant, Owner, Operator, or CSEF Permittee, or any agent, contractor, or representative thereof to materially comply with any of the provisions under the Siting Approval Permit, any conditions imposed on the CSEF Project, and/ or failure to comply with any law or regulation pertinent to CSEF Projects in the State of Illinois shall be grounds for revocation of the Siting Approval Permit by the County.



B. Prior to implementation of the applicable County procedures for the resolution of default(s), the County must first provide written notice to the CSEF Permittee, setting forth the alleged default(s) and provide an opportunity for the CSEF Permittee to cure the default(s) within a thirty (30) calendar day period from the date of the notice. Should the CSEF Permittee commence the cure within that 30-day cure period, and diligently pursue a cure, then the CSEF Permittee shall receive an additional sixty (60) days to continue to pursue the cure before the County pursues procedures for the resolution of default. If the default relates to a life safety issue or interference with local, government public safety (police, fire, emergency medical services, emergency management services, 911 dispatch) communications, the CSEF Permittee shall take all necessary and available commercial measures to immediately cure the default. If the CSEF Permittee cannot cure the default(s) or resolve the alleged default(s) within the cure period, then the County shall have the right to address the default(s) by any means available pursuant to applicable law.

Section 14. Fee Schedule and Permitting Process.

A. Prior to processing any Application for a Commercial Solar Energy Facility, the Applicant must submit a certified check to the County for the Application Fee established by the Jackson County Fee Schedule adopted by the County Board for Siting Approval Permits.

These funds shall be placed in an FDIC insured account and will be used to cover the county's cost incurred in processing the Application.

Fee Schedule:

<i>601kW - 2MW</i>	<i>\$5,000</i>
<i>2MW and Above</i>	<i>\$5,000 plus \$1,000 per every MW over 2MW, not to exceed \$250,000</i>

B. Should the actual costs to the County exceed the submitted Application Fee, the Applicant shall be responsible for those additional costs and shall remit additional funds to the County within 15 days of receipt of a request from the County. No hearings on an Application shall be conducted nor final decisions rendered on an Application if there are Application fees due to the County.

C. Any unused amounts of the Application Fee shall be refunded to the Applicant within six months of the County Board rendering a final decision on the matter, unless any pending litigation, disputes or negotiations involving the County exist regarding the Commercial Solar Energy Facility, in which case any amounts owed to the Applicant shall be refunded within six months of the conclusion of the litigation, disputes or negotiations. An Applicant may request any unused Application Fee be applied toward the Building Permit Fees for the Facility.

D. All Costs to be Paid by Applicant or CSEF Permittee. In addition to all fees noted above, the Applicant or CSEF Permittee shall pay all costs incurred by the County, including but not limited to, those costs associated with all offices, boards and commissions of the County, and third-party costs incurred by the County. This includes, but is not limited to, the direct or indirect costs

associated with the hearing, permitting, legal review, engineering costs, professional services, operations, inspections, decommissioning, litigation, disputes, and/or negotiations.

Section 15. Hearing

A. Hearing Process.

- i. The County Board may issue a Siting Approval Permit after holding at least one public hearing in accordance with the Open Meetings Act.
- ii. The County Board or designated Subcommittee will schedule the public hearing(s) within sixty (60) days of receiving a complete Site Approval Permit Application. Notice of the hearing shall be published in a newspaper of general circulation in the County, at the Applicant's expense.
- iii. The public hearing shall be conducted by the Jackson County Board or designated Subcommittee. Interested parties shall be given an opportunity to present evidence and to cross-examine witnesses at the hearing, but reasonable restrictions may be imposed on the public hearing, including reasonable time limitations on the presentation of evidence and the cross-examination of witnesses. Applicants may appear in person, by agent, or by attorney at such public hearings. Public Comment will be allowed at the public hearing in accordance with the Open Meetings Act.
- iv. The County Board shall make its siting and permitting decisions not more than thirty (30) days after the conclusion of the public hearing.
- v. Applicant shall have thirty (30) days to appeal any decision by the County Board and request reconsideration by the County Board.

B. Hearing Factors. The County Board may approve a Siting Approval Permit application only if it finds the evidence complies with state, federal and local law and regulations, and with the standards of this Ordinance.

C. Siting Approval Permit Conditions and Restrictions. The County Board may stipulate conditions, guarantees and restrictions, upon the establishment, location, construction, maintenance, and operation of the CSEF Project as are deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements of this Ordinance.

D. Revocation.

- i. In any case where a Siting Approval Permit has been approved for a CSEF Project, the Applicant shall apply for all other permits required by other government or regulatory agencies to commence construction, and commence and actively pursue construction of the CSEF Project within thirty-six (36) months from the date of the granting of the Siting Approval Permit. If the Applicant fails to apply for other permits required from the County and all other permits required by other government or regulatory agencies prior

to construction and/or fails to commence and actively pursue construction of the Project within the thirty-six (36) month period, then without further action by the County, the Siting Approval Permit authorizing the construction and operation of the CSEF Project shall be automatically revoked and void. Upon written request supported by evidence that the Applicant has diligently pursued issuance of all necessary government and regulatory permits for the Project required to commence construction and that any delay in Commencement of Construction of the CSEF Project is due to conditions out of the CSEF Permittee's control, the County Board, in its sole discretion, may extend the above thirty-six (36) month period by passage of a resolution amending the Siting Approval Permit.

- ii. The Siting Approval Permit shall be subject to revocation if the Applicant dissolves or ceases to do business, abandons the CSEF Project or the CSEF Project ceases to operate for more than eighteen (18) consecutive months for any reason.
- iii. A Siting Approval Permit may be revoked by the County Board if the CSEF Project is not constructed, installed and/or operated in substantial conformance with the County-approved CSEF Project plans, the regulations of this Ordinance and the stipulated Siting Approval Permit conditions and restrictions.

E. Transferability; Owner or CSEF Permittee. The CSEF Permittee and its respective successors and assigns shall provide written notification to the County at least thirty (30) days prior to any change in ownership of a CSEF Project of any such change in ownership. The phrase "change in ownership of a CSEF Project" includes any kind of assignment, sale; lease, transfer or other conveyance of ownership or operating control of Applicant, Owner, Operator, CSEF Permittee or their respective successors and assigns, the CSEF Project or any portion thereof. The CSEF Permittee and its respective successors and assign shall remain liable for compliance with all conditions, restrictions, and obligations contained in the Siting Approval Permit, the provisions of this Ordinance and applicable County, state and federal laws for all periods of time within which it owned, operated, or had any interest in the CSEF Project.

F. Modification and Recertification. Any modification of a CSEF Project that alters or changes the essential character or operation of the CSEF Project in a way not intended at the time the Siting Approval Permit was granted, or as subsequently amended, shall require a new Siting Approval Permit. The CSEF Permittee or its authorized representative(s), shall apply for an amended Siting Approval Permit prior to any modification of the CSEF Project. Like-kind replacements and modifications that are made in the ordinary course of operations, including expected repairs and warranty items, shall not require recertification. Prior to making any physical modification (other than a like-kind replacement or other modifications made in the ordinary course of operations), the Applicant shall confer with the Jackson County Board to determine if the physical modification requires a recertification.

G. Permit Effective Date. The Siting Approval Permit shall become effective upon approval of the applicable ordinance (approving the Siting Permit) by the County Board.

Section 16. Nonconforming Structures or Components.

- A. Nonconforming Structure or Component. A nonconforming CSEF structure or component that was lawfully existing under the laws and regulations of the State of Illinois and applicable municipal zoning regulations upon the effective date of this Ordinance may be maintained except as otherwise provided in this section.
- B. A nonconforming CSEF structure or component may be repaired or altered after the effective date of this Ordinance provided no structural change shall be made that expands, extends, relocates, converts, modifies, or repurposes a CSEF structure or component in a manner that was not set out in the application for authority to operate as a CSEF by Illinois and applicable municipal entities prior to the effective date of this Ordinance.
- C. Whenever a nonconforming CSEF structure or component has been abandoned as defined in this Ordinance an application for a Solar Siting Approval Permit may be required by the County Board.
- D. The County Board may request compliance with the provisions of this Ordinance relating to protection of public safety and welfare, road use, emergency response, and posted information identifying emergency contacts. In the event that the Applicant, Owner, Operator, or CSEF Permittee, or any agent, contractor, or representative declines to cooperate with these requests, the County retains and preserves the right to pursue reimbursement for those costs which were reasonably incurred for the protection of the public safety, welfare, and public resources which costs would not have been necessary had the Applicant, Owner, Operator, or CSEF Permittee, or any agent, contractor, or representative complied with the County's request.

Section 17. Miscellaneous.

- A. The provisions of this Ordinance shall be held to the minimum requirements adopted for the promotion and preservation of public health, safety and general welfare of the County and its residents. These regulations are not intended to repeal, abrogate, annul or in any manner interfere with existing regulations or laws of the County nor conflict with any statutes of the State of Illinois.
- B. The Siting Approval Permit granted to the Applicant shall bind and inure to the benefit of the Applicant, its successors-in-interest and assigns.
- C. If any provision in this Ordinance, or conditions placed upon the operation of the CSEF Project is held invalid, such invalidity shall not affect any other provision of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions in this Ordinance are severable.
- D. Nothing in this Ordinance is intended to preempt other applicable state and federal laws and regulations.
- E. This Ordinance shall be in full force and effect from and after its passage, publication and approval as required by law.

Section 18. Hearing Facilitator.

- A. The County may engage the services of a hearing facilitator. The hearing facilitator shall be an independent contractor who shall conduct a hearing in accordance with all applicable rules of the board and the County but has no adjudicatory responsibility other than ruling on requests for continuances, procedural matters, admissibility of evidence and the propriety of any arguments.
- B. The hearing facilitator shall be an attorney, licensed to practice in the State of Illinois. The Applicant shall reimburse the county for the fees and costs charged by the facilitator.

Section 19. Hearing Factors.

- A. The County Board may approve a Commercial Solar Energy Facility Siting Approval 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.
  - i. 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;
  - ii. 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;
  - iii. The establishment of the Commercial Solar Energy Facility will not impede the normal and orderly development and improvement of the surrounding properties;
  - iv. Adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
  - v. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
  - vi. The proposed Commercial Solar Energy Facility is not contrary to the objectives of the current comprehensive plan of the County (if any); and
  - vii. 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.
- B. Permit Conditions and Restrictions. The County Board may stipulate conditions, guarantees and restrictions, upon the establishment, location, construction, maintenance, and operation of the CSEF as are deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements of this Ordinance.

C. Revocation.

- i. a. In any case where a Siting Approval Permit has been approved for a Commercial Solar Energy Facility, the Applicant shall apply for all other permits required by any government or regulatory agencies to commence construction, and commence and actively pursue construction of the Project within thirty-six (36) months from the date of the granting of the Siting Approval Permit. If the Applicant fails to apply for all other permits required by any government or regulatory agencies prior to construction and/or fails to commence and actively pursue construction of the Project within the thirty-six (36) month period, then without further action by the County Board, the Siting Approval Permit authorizing the construction and operation of the Commercial Solar Energy Facility shall be automatically revoked and void. Upon written request supported by evidence that the Applicant has diligently pursued issuance of all necessary government and regulatory permits for the Project required to commence construction and that any delay in commencement of construction of the Project is due to conditions out of his/her/its control, the County Board, in its sole discretion, may extend the above thirty-six (36) month period by passage of an ordinance that amends the Siting Approval Permit.
  - ii. The Siting Approval Permit shall be subject to revocation if the Applicant dissolves or ceases to do business, abandons the Commercial Solar Energy Facility or the Commercial Solar Energy Facility ceases to operate for more than twelve (12) consecutive months for any reason.
  - iii. Subject to the provisions of Remedy, a Siting Approval Permit may be revoked by the County Board if the Commercial Solar Energy Facility is not constructed, installed and/or operated in substantial conformance with the County-approved Project plans, the regulations of this Ordinance and the stipulated Siting Approval Permit conditions and restrictions.
- D. Transferability; Owner or Commercial Solar Energy Facility Permittee. The Applicant shall provide written notification to the County Board at least thirty (30) days prior to any change in ownership of a Commercial Solar Energy Facility of any such change in ownership. The phrase "change in ownership of a Commercial Solar Energy Facility" includes any kind of assignment, sale; lease, transfer or other conveyance of ownership or operating control of the Applicant, the Commercial Solar Energy Facility or any portion thereof. The Applicant or successors-in-interest or assignees of the Siting Approval Permit as applicable, shall remain liable for compliance with all conditions, restrictions and obligations contained in the Siting Approval Permit, the provisions of this Ordinance and applicable County, state and federal laws.
- E. Modification. Any modification of a Commercial Solar Energy Facility that alters or changes the essential character or operation of the Commercial Solar

Energy Facility in a way not intended at the time the Siting Approval Permit was granted, or as subsequently amended, shall require a new Siting Approval Permit . The Applicant or authorized representative, shall apply for an amended Siting Approval Permit prior to any modification of the Commercial Solar Energy Facility.

F. Permit Effective Date: The Siting Approval Permit shall become effective upon approval of the applicable ordinance (approving the Siting Permit) by the County Board.


This Ordinance shall be effective on the 1st Day of October, 2025.

ORDAINED AND ADOPTED BY THE JACKSON COUNTY BOARD AT ITS REGULAR MONTHLY MEETING THIS 19<sup>th</sup> DAY OF August, 2025.

BY ITS CHAIRMAN,

  
C.J. CALANDRO

ATTEST:

  
FRANK L. BYRD  
Jackson County Clerk & Recorder

(seal)

## CONCEPT PLANT SCHEDULE



### EVERGREEN TREE/SHRUB

SAWARA CYPRESS 'SOFT SERVE'  
JUNIPERUS VIRGINIANA  
JUNIPERUS CHINESIS 'MOUNTBATTEN'  
PICEA PUNGENS 'FAT ALBERT'  
TAXUS CUSPIDATA 'CAPITATA'  
TAXUS X MEDIA 'HICKSII'  
THUJA OCCIDENTALIS 'WOODWARDII'



### DECIDUOUS SHRUB

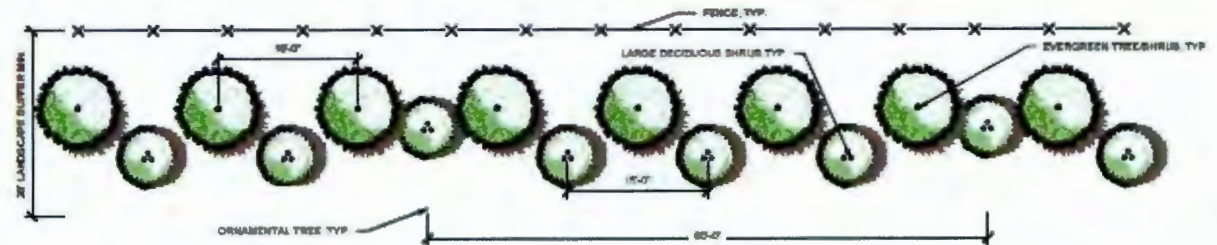
VIBURNUM CARLESII  
CORNUS SANGUINEA 'MIDWINTER FIRE'  
HYDRANGEA QUERCIFOLIA 'ALICE'  
FORSYTHIA X INTERMEDIA 'BEATRIX FARRAND'



### ORNAMENTAL TREE

MALUS VAR.  
CRATEGUS CRUS-GALI 'INERMIS'  
AMELANCHIER CANADENSIS  
CARPINUS CAROLINIANA

## EXHIBIT 1 - EXAMPLE OF VEGETATIVE SCREEN JACKSON COUNTY, IL SOLAR SITING ORDINANCE



VEGETATIVE BUFFER PLAN



VEGETATIVE BUFFER ELEVATION

VEGETATION SHOWN AT 5+ YEARS GROWTH



**EXHIBIT 2 – JACKSON COUNTY, IL SOLAR SITING ORDINANCE**  
**ROAD USE AGREEMENT**  
**(Jackson County, IL)**

This ROAD USE AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by and among the County of Jackson, Illinois, a body politic acting by and through its Board (the "Local Agency"), and \_\_\_\_\_ ("Company"). Company and the Local Agency are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The term "Company Representative(s)" shall include the Company's contractors, sub-contractors, employees, material suppliers, vendors, transport providers, representatives, and designees.

**RECITALS**

WHEREAS, Company intends to construct a commercial photovoltaic solar energy facility with associated on-site substation, inverters, fencing, road and other ancillary facilities (the "Project") in Somerset and Vergennes Township in Jackson County, Illinois, and

WHEREAS, in connection with the construction of the Project, Company and the Local Agency desire to address certain issues relating to the roads owned, operated and maintained by the Local Agency (collectively, the "Local Agency Highways") over which it will be necessary for Company and Company's Representative(s) to, among other things, (i) transport heavy equipment and materials over certain Local Agency Highways which may in certain cases be in excess of the design limits of the Local Agency Highways; (ii) transport certain locally sourced materials such as concrete and gravel on such Local Agency Highways; (iii) widen certain Local Agency Highways and make certain modifications and improvements (both temporary and permanent) to such Local Agency Highways (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and (iv) place materials and equipment for the Project adjacent to or under certain Local Agency Highways, and

WHEREAS, under 605 ILCS 5/5 et seq. the Local Agency has broad power regarding the opening, construction, maintenance, relocation, access to or repair of highways in the Local Agency Highway system, and

WHEREAS, 605 ILCS 5/9-113 grants to the Local Agency, authority to impose reasonable and necessary rules, regulations and specifications for the use of Local Agency Highways by public and private utilities, and

WHEREAS, 605 ILCS 5/9 113.01 imposes a liability on public or private utilities for any damage to Local Agency Highways, and

WHEREAS, 605 ILCS 5/9-122 imposes a liability on damage done to a bridge or culvert, and

WHEREAS, it is in the best interest of the public health, safety and welfare that Company and the Local Agency reach an agreement to address the majority of issues that will arise in a project of this size, and

WHEREAS, Company has provided to the Local Agency an alignment plan for the Project that shows the haul route, road crossings, and construction access roads, a copy of which is attached as the Principal Road Use Schedule (Exhibit A), and

WHEREAS, Company and the Local Agency wish to set forth their understanding and agreement as to the road issues during the construction of the Project, and

WHEREAS, this Agreement shall apply to those Local Agency Highways outlined on the Principal Road Use Schedule (Exhibit A) and, subject to Section 3.D. herein, used by Company, or Company's Representative(s) in direct support of the construction and operation of the Project.

## AGREEMENT

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

**Section 1. Company agrees to undertake the following activities in accordance with the terms of this Agreement:**

- A. Provide contact information for the Company Construction Manager, and the Company's On-Site Superintendent for the Civil Site Construction. The Company's On-Site Superintendent will be stationed no farther than two (2) hours away from the Local Agency. In addition, the following Company representatives may be contacted:

**Primary Construction Manager**

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Mobile: \_\_\_\_\_

**Secondary Construction Manager**

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Mobile: \_\_\_\_\_

**Primary On-Site Superintendent**

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Mobile: \_\_\_\_\_

**Secondary On-Site Superintendent**

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Mobile: \_\_\_\_\_

- B. Provide as much advance notice as is commercially reasonable to the Local Agency in advance of all "Super Load" moves and equipment crossings for separate review and permitting but in no case less than five (5) business days. At minimum, a load is considered a "Super Load" if ONE of the following is true:
- o WIDTH is greater than 14'-06"
  - o LENGTH is greater than 145'-0"
  - o HEIGHT is greater than 15'-0"
  - o WEIGHT is greater than 120,000lbs. gross

Additional information regarding what may be considered a "Super Load" is available from the Illinois Department of Transportation Permit Office.

- C. Transport the material and equipment and other oversize loads to minimize adverse impact on the local traffic.

- D. No road closings are proposed as part of the Project. However, if conditions change and a road closing was requested and approved, provide as much advance notice as is commercially reasonable to obtain approval of the Local Agency when it is necessary for a road to be closed. Notwithstanding the generality of the aforementioned, Company or Company's Representative(s) will provide at least 48 hours' notice and notify all relevant parties identified under Section 4 of any road closures.
- E. Sign all highway work zones and closures in accordance with the Manual on Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with Chapter 430 of the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
- F. Sign or mark on-site all truck routes, roads, highways and entrances approved on the Principal Road Use Schedule (Exhibit A) for use by Company or Company's Representative(s) for the movement of material and equipment and other oversize loads or equipment.
- G. Sign or mark all non-truck routes, roads, highways and entrances adjacent to the Project. A lighted message board sign will be provided at the intersections of roadway classifications of Major Collector or higher indicating the same during the construction of the Project.
- H. Keep all Local Agency Highways used by Company or Company's Representative(s) clear, by removing all mud, dirt, dust, spilled or tracked material, garbage, obstructions or other hazards created or caused by Company's construction activities, upon notice and within a reasonable time period.
- I. Prohibit the use of Local Agency Highway right of way as storage or staging areas and as parking areas for vehicles and equipment of all contractors, sub-contractors, employees, material suppliers, vendors, transport providers, representatives and Company or Company's Representative(s).
- J. Make the necessary improvements to ensure all roads on the Principal Road Use Schedule (Exhibit A) meet minimum width and cross-section requirements to allow safe access for the Project traffic and the traveling public at large. An additional goal is to limit overall damage repair road closures and overall repair costs to the Company and Local Agency. Minimum width shall be twenty-two (22) feet with a two (2) foot shoulder. Minimum cross-section requirements of eight (8) inches of adequate rock sub-base with a chip seal surface meeting the Illinois Department of Transportation designated A-3 surface. Appropriate and adequate drainage facilities to support the minimum road requirements shall be considered incidental to the roadway. If existing conditions do not adequately meet the minimum width and cross-section requirements, the Company will be responsible for ensuring these conditions are met and approved by the Local Agency prior to the start of construction of the Project.
- K. Make the necessary improvements for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Company or Company's Representative(s) and once these widened radii are no longer needed to return the corners substantially to their original lines and grades unless the Local Agency requests that the widened radii remain as improved.
- L. Take such measures as are reasonably required during an extended work suspension lasting six (6) or more months to provide for safe vehicular travel as determined by the Local Agency.
- M. Acknowledge that the estimates for road repairs or restorations are good faith estimates provided by the Local Agency or an approved consultant, but the final actual costs may vary.
- N. Provide a Corporate Guaranty in accordance with Section 6 for the purposes of road repair or restoration.
- O. Anywhere this Agreement obligates Company to make a payment said payment shall be made directly to the Local Agency within 21 days of Company's receipt of an invoice, containing such detail as Company may

reasonably request, from the Local Agency. Such payments shall be made, at Company's discretion, by check of immediately available funds. In the event the invoice is disputed, the parties will resolve the issue as described in Section 5.G.3-6.

**Section 2. The Local Agency, in accordance with the terms of this Agreement, agrees to:**

- A. Consent to the use of the Local Agency Highway's rights-of-way for utility encroachments for the Project as depicted in Principal Road Use Schedule (Exhibit A). The consent granted herein shall be effective only to the extent of the property interest of the Local Agency. Such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve Company or Company's Representative(s) from obtaining by purchase or otherwise the necessary approval of any owner of the fee over or under which the highway is located if such approval is legally required.
- B. Review for approval all equipment crossings across the Local Agency Highway system by giving consideration of road damage and traffic safety in a reasonable manner based on accepted engineering practices.
- C. Issue overweight and oversize permits for Local Agency Highways in a timely manner for the roads scheduled on the Principal Road Use Schedule (Exhibit A) upon the filing of such applications on behalf of Company or Company's Representative(s) and concurrent with any applicable Illinois Department of Transportation OS/OW Permit(s).

The Local Agency understands and acknowledges that Company's Project requires the scheduling and delivery of a large number of material and equipment components necessary for the construction of the Project. The Local Agency will use all reasonable efforts to issue any necessary permits.

- D. Issue individual "Super Load" permits and provide recommended routing information for those loads based on timely information provided by Company or Company's Representative(s). At minimum, a load is considered a "Super Load" if ONE of the following is true:
  - WIDTH is greater than 14'-06"
  - LENGTH is greater than 145'-0"
  - HEIGHT is greater than 15'-0"
  - WEIGHT is greater than 120,000 lbs. gross

Additional information regarding what may be considered a "Super Load" is available from the Illinois Department of Transportation Permit Office.

- E. Coordinate with Company and Company's Representative(s) so as to minimize the impact of their use of the Local Agency Highway System.
- F. Perform all routine maintenance on the Local Agency Highways used as access roads for the construction of the Project in accordance with Section 5 of this Agreement.
- G. Review for approval all access points to the Local Agency Highway system by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices.
- H. Prepare estimates in good faith based on the design of all road repairs or restorations in accordance with IDOT Bureau of Local Road and Streets Manual.
- I. Authorize a representative to agree on behalf of the Local Agency to revisions to the Principal Road Use Schedule (Exhibit A) and to determine appropriate improvements.
- J. Respond promptly to Company's requests to close a Local Agency Highway, in consideration of the circumstances underlying the request.

### **Section 3. Road Inventory**

#### **A. Pre-Construction Inventory**

After completion of any pre-construction improvements to the Local Agency Highways as provided in Section 5.C, but prior to commencement of construction of the Project, Company shall perform an inventory and/or survey to record the condition of the pavement surface of the Local Agency Highways listed in the Principal Road Use Schedule (Exhibit A) prior to use by Company or Company's Representative(s) to document the preconstruction road conditions. Company shall provide notice to Local Agency of the start dates and completion dates of the road survey work. During this survey the entire length of the roads as listed in the Principal Road Use Schedule (Exhibit A) shall be videotaped and, if necessary, photographs may be taken. In addition, the Local Agency will provide Company or Company's Representative(s) copies of any plans, cross-sections and specifications relevant to the existing road structure, if requested. The survey company(s) shall provide a network level analysis of the condition of the roads. The assessments may be conducted using the pavement condition index (PCI) methodology, adopted by ASTM Testing Standard D 6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys. The PCI provides a numerical indication of the overall pavement condition for each road and will be used to evaluate the effects of the Project construction traffic.

The road inventory shall include: photographs which are date- and geo-stamped; pavement images with 1-mm crack resolution; ride quality; rutting; and road surface profiling. Company shall provide to the Local Agency a copy of the final report describing the road inventory prior to the start of construction of the Project.

For any drainage structures on the proposed routes that the Local Agency reasonably determines may not carry the loads proposed by the Company or Company's Representative(s), the Local Agency shall have the right to hire a consultant to make a study of the drainage structure to determine the load carrying capacity. Company or Company's Representative(s) shall furnish the consultant with drawings depicting the axle numbers, spacing and loading for the trucks moving the oversized loads. If it is determined that a structure will not carry the loads that are proposed, Company or Company's Representative(s) may propose a plan to strengthen the structure. The Local Agency will then furnish Company or Company's Representative(s) with all available plans. Should Company or Company's Representative(s) present a plan to strengthen a structure, the Local Agency will then have their consultant review these plans to determine if the improvements will carry the proposed loads. All reasonable, documented costs incurred by the Local Agency for the consultant services shall be paid by Company.

Copies of all pre-construction documentation shall be provided to each of the Parties.

#### **B. Post-Construction Inventory**

Upon completion of construction of the Project, Company will perform a post-construction inventory and/or survey, the methods of which shall be identical to those of the pre-construction survey. The two sets of data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, the parties shall negotiate to determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition, and any inability to resolve any disputes shall be determined by the dispute resolution procedure in Section 5.G. The design of these repairs or improvements shall conform to standards provided in the IDOT Bureau of Local Roads and Streets Manual. The cost of the repairs for damage caused by construction of the Project shall be paid for by Company.

#### **C. Optional Interim Inventory**

If there is a significant span of time between the commencement and the completion of Company's construction project and during such time other parties make extraordinary use of some of the same roads that are subject to this Agreement which use also includes "Super Load" traffic, Company may conduct one or more interim inventories and/or surveys, using methods and formulating appropriate videotaping and/or photographs and

other data comparable to that of the pre-construction inventory and the post-construction inventory to aid the Parties in ascertaining and differentiating the damage caused to those roads by the Company and its contractors from that caused by the other parties' use and traffic.

#### D. Routing and Access Approval

As soon as practical and as necessary throughout the construction of the Project, Company or Company's Representative(s) and the Local Agency shall meet and by mutual agreement revise the Principal Road Use Schedule (Exhibit A) in so far as it affects the Local Agency Highways and make it more definitive.

#### E. Revisions

As the Principal Road Use Schedule (Exhibit A) is revised and roads are added or *removed* by mutual agreement of Company and the Local Agency or its designee, pre-construction and post- construction improvement details shall be prepared and added to the Exhibit A using the same methodology as was used to establish the improvement descriptions included in Exhibit A.

#### F. Incidental/Accidental Use

1. The Parties recognize that the Project traffic may, either through mistake or with the consent of the Local Agency, use roads other than those listed on the Principal Road Use Schedule (Exhibit A). Repairs for damage caused by Company or Company's Representative(s) during such mistaken or permitted use shall be paid for or repaired as provided in Section 5.0 of this Agreement.
2. The Parties intend that all construction traffic related to the Project shall exclusively use the routes designated in Exhibit A and shall not use any other Local Agency Highways or local roads other than those so designated. Construction traffic shall mean any traffic in support of the Project, including travel by workers to and from any job site in vehicles weighing five (5) tons or more. Subject to subsection (1) above, in the event any unauthorized construction vehicle of Company or Company Representative(s) uses a non-designated Local Agency Highway or local road, unless the Local Agency consents in writing to that specific incident, then the Local Agency in its reasonable discretion may give written notice to Company of the time and place of such use, the specific identity of the vehicle, and the owner and/or operator making use of such road, and the Local Agency may impose a fine of \$500.00 per occurrence on Company to be paid within thirty (30) days of the date of such written notice; provided, however, that on the first occurrence of any unauthorized use of a road as set forth in this subsection (2), the Local Agency shall issue a written warning to the Company. The Local Agency may, at its discretion, waive this fine for any individual incident.

### Section 4. Construction Cooperation

#### A. With Others:

Prior to the commencement of construction, Company and Company Representative(s) shall hold a meeting and shall invite all public or semi-public entities as designated by the Local Agency that may be affected by the Project including, but not limited to, schools and fire protection districts. At said meeting, Company will discuss its plans for the construction of the Project and compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those agencies. Should all of the parties contacted not be represented, Company shall attempt to make contact with these entities in an effort to obtain the contact information. A copy of this list shall be furnished to the Local Agency.

#### B. With the Local Agency:

During construction, the Local Agency, Company and Company's Representative(s) may meet weekly as needed to disclose and discuss Project activities, including anticipated material and equipment deliveries, equipment crossings, and traffic movement which may be reflected as changes to the construction plans

and/or the Principal Road Use Schedule (Exhibit A) at the Local Agency discretion.

## **Section 5. Repair and Maintenance of the Local Agency Highways**

- A. Upon mutual agreement between the parties, in order to minimize the adverse effect of the construction traffic on the Local Agency Highways, certain repairs may be required on certain roads as described on the Principal Road Use Schedule (Exhibit A), attached hereto, as amended from time to time, the cost of which shall be paid by Company. Company will use good faith efforts to request scopes from local engineering firms in connection with any repair work contemplated herein.
- B. The daily routine maintenance of the Local Agency Highways affected by the Project including snow removal, striping, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the Local Agency. If repairs or maintenance, other than daily routine maintenance, are deemed necessary by mutual agreement of the parties because of activity of Company or Company's Representative(s), the Local Agency will invoice Company for such cost and Company shall make payment to the Local Agency therefore. In the event the invoice is disputed, the parties will resolve the issue as described in Section 5.G.3-6.
- C. For the pre-construction improvements to Local Agency Highways listed on the Principal Road Use Schedule attached as Exhibit A, as such Exhibit may be amended by the Parties from time to time:
  - 1. The Company shall notify the Local Agency of the work to be done and submit plans for approval prior to the construction of the improvements.
  - 2. The work shall be performed by or contract shall be let by Company.
  - 3. The Local Agency reserves the right to inspect the improvements during construction and, in its reasonable discretion, to allow the improvements to remain or to have the improvements removed and the area restored to its preconstruction condition, at no cost to Local Agency.
- D. For damage during construction to the roads listed on the Principal Road Use Summary (Exhibit A), as amended from time to time and those roads damaged by incidental or accidental use that lead to reasonable safety concerns in the opinion of the Local Agency leading to a road closure:
  - 1. Upon notification by the Local Agency, Company or Company Representative(s) shall make all temporary road repairs necessitated by Company's activities at Company's cost.
  - 2. The work necessary to temporarily repair and reopen the Local Agency Highway to traffic shall be performed by Company or its duly obligated contractor within three (3) days of notification of the work to be done.
  - 3. Should Company or its duly obligated contractor fail to complete the temporary repair within the given time period, the temporary repair work shall be performed by the Local Agency. The Local Agency shall document all engineering and repair costs and shall photograph, videotape, or otherwise documents the conditions and make all such documentation available to Company. Company shall reimburse the Local Agency for all reasonable engineering and repair costs.
  - 4. Final repairs to Local Agency Highways shall be completed as described in Section 5.E.
- E. For the post construction final repairs or restoration of Local Agency Highways listed on the Principal Road Use Schedule attached as Exhibit A, as such Exhibit may be amended by the Parties from time to time:
  - 1. The Local Agency shall notify Company in writing of the work to be done based upon the pre-



construction inspection and post-construction inspections (and interim inspections, if any) of the Local Agency Highways in order to return the Local Agency Highways to their pre-construction condition or better.

2. The Local Agency shall prepare and provide a reasonable estimate of cost of the work to be completed for the repair or restoration due to Company's construction project.
3. Payment for the repairs and restoration shall be made by Company in the form of direct monetary compensation equal to the final repair or restoration cost, plus any reasonable survey, design and construction inspection costs incurred by the Local Agency. The survey, design and construction inspection cost shall either be based on the percentage of the estimated cost or those fees charged by a consultant providing the services to the Local Agency. The cost percentages shall be those approved by the Illinois Department of Transportation for the Local Agency.
4. Upon completion of or upon receipt of the necessary funds to complete the final repairs or restoration, as detailed above, the Local Agency shall provide Company with a Release of Claims in connection with Company's obligations pursuant to this Agreement. The Local Agency reserves the right to have such Release of Claims be provided on a system wide or individual unit basis.
5. Upon receipt of the necessary funds to complete the final repairs or restoration, the final repair or restoration work shall be completed at the discretion of the Local Agency.

#### F. Emergency Repairs.

Notwithstanding the foregoing, in the event Company or Company's Representative(s) are reasonably believed by the Local Agency to have caused damage to Local Agency Highways of a magnitude sufficiently great to create a hazard to the motoring public, which in the Local Agency's reasonable opinion warrants an immediate repair or road closing, the Local Agency may unilaterally make or authorize repair, with the reasonable, documented costs thereof paid by Company. The Local Agency shall photograph, videotape and otherwise document the conditions and make all such documentation available to Company. Any such emergency repair shall be subject to post-repair negotiations by the Parties, involvement of the intermediary and, if necessary, adjudication. If such post-repair proceedings favor Company, the Local Agency will reimburse Company for amounts to fund the repair, if any.

#### G. Procedure and Dispute Resolution

1. The Local Agency shall notify Company of the location and nature of the repair or restoration required, provide an estimate of cost and a time frame for completion of the work.
2. If Company agrees, the Local Agency or Local Agency's contractor shall perform the repair in the time framework specified and recover its costs from Company.
3. Should a disagreement exist as to the:
  - o The extent of the damage done to a Local Agency Highway based upon the pre- and post-construction inspections of the Local Agency Highways;
  - o The method, procedure or design used for the preparation of an estimate of a final repair or restoration of a Local Agency Highway; or
  - o Estimate of Cost plus fees for a final repair or restoration of a Local Agency Highway;

The Local Agency and Company will in good faith attempt to resolve the dispute. If, following such good faith attempt, the Parties are still unable to resolve the dispute, the Parties shall select



a qualified independent third -party road engineer for review and to act as a neutral intermediary to mediate the dispute within five (5) days of the effective date of such appointment. If the Parties cannot agree on a qualified independent third -party road engineer, then each Party shall select a qualified independent road engineer, and those two shall select a third qualified independent third -party engineer, and the three engineers shall provide to the Parties a proposed solution. The costs associated with this independent review process shall be split equally between the Parties.

- F. If the Parties agree and/or don't reject the intermediary's proposed solution, then the Local Agency shall proceed in accordance with the agreed upon solution, complete the final repairs or restoration of the Local Agency Highway and shall recover its costs from Company or the Corporate Guaranty as described in Section 6.C.
1. If the Parties cannot agree and the Local Agency rejects the intermediary's proposed solution, the Local Agency may take unilateral action to prevent harm or protect public safety or the further degradation of its infrastructure, the cost of which shall be paid by the Local Agency. If the appropriateness of the Local Agency action is ultimately determined to be justified either by agreement or adjudication, the Company shall promptly, in the form of direct monetary compensation, reimburse the Local Agency for its expenses relating to the final repair or restoration of the Local Agency Highway, if those expenses were paid directly by the Local Agency.
  2. For the purpose of temporary or emergency repairs, the Local Agency charges shall be based on Local Agency maintained time and material cost records, which shall be made available to Company for review. Local Agency billing rates for labor shall be those established by the Local Agency and in regard to equipment and machinery rates approved by the Illinois Department of Transportation.

#### **Section 6. Corporate Guaranty**

- A. No later than thirty (30) days prior to the commencement of construction of the Project, Company shall provide to Local Agency a financial security in the form of cash or a fully executed non-revocable Letter of Credit guaranty from Company or an affiliate of similar creditworthiness, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Corporate Guaranty") which the Local Agency may draw against in the event and only to the extent that Company fails to pay for the upgrade, repair and/or restoration expenses of the Local Agency Highways in accordance with the terms of this Agreement. If the Company chooses the Corporate Guaranty to be in the form of a fully executed non-revocable Letter of Credit, it will be issued by a bank based in Jackson County, Illinois. If the Letter of Credit is from an affiliate of the Company, if at any time such affiliate is no longer an affiliate of Company, Company may deliver a replacement Corporate Guaranty from an affiliate of similar creditworthiness.
- B. The Corporate Guaranty shall remain in place from a date thirty (30) days prior to the commencement of construction of the Project, including the transportation of materials or equipment on the roads identified on Exhibit A, until the date that is two (2) years after the completion of the construction of the Project, or the effective date of a full settlement and release of road issues executed by the Local Agency and Company, whichever is earlier. For avoidance of doubt, the completion date shall be the date that the Project is placed into commercial operation. The Local Agency agrees to deliver any certification required for the surrender of the Corporate Guaranty when Company is released from its obligations under this Agreement.
- C. For so long as Company is required to maintain the Corporate Guaranty pursuant to the terms hereof, in the event that, pursuant to the terms of such Corporate Guaranty the Local Agency shall be entitled to draw down the full outstanding amount of such Corporate Guaranty as a result of Company's failure or default to upgrade, repair or restore the Local Agency Highways in accordance with the terms of this Agreement and required to replace any funds used back to the full amount within sixty (60) days after use. The Local Agency shall not make any claim on said Corporate Guaranty until sixty (60) days after the mailing of a written notice to Company specifying a

default hereunder by Company, during which sixty (60) days Company may cure such default.

## **Section 7. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions**

- A. Indemnification by Company. Company hereby release and agree to indemnify and hold harmless the Local Agency and its officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively "Local Agency Releasees") from any and all actions, cause of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Local Agency Releasees arising out of or relating to the performance by Company or Company's Representative(s) of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, Company hereby releases the Local Agency Releasees and agree to indemnify and hold harmless the Local Agency Releasees from any and all actions, cause of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by Company, its employees, agents, representatives, material suppliers, vendors, transport providers or contractors, or their respective employees, agents or representatives.
- B. Indemnification by the Local Agency. The Local Agency hereby releases and agree to indemnify and hold harmless Company and its affiliates, officers, directors, contractors, subcontractors, employees and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter collectively "Company Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Company Releasees arising out of or relating to the performance by the Local Agency of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the Local Agency hereby releases the Company Releasees and agrees to indemnify and hold harmless the Company Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by the Local Agency, its employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.
- C. Limitations of Liability. In no event shall Company or any of their members, officers, directors or employees or the Local Agency or any of its Board, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other Party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.
- D. Required Insurance. Company shall at all times throughout the term of this Agreement maintain in full force and effect, the following insurance:
1. If Company has employees, Worker's Compensation and Employer's Liability insurance covering all employees engaged in the work to the limits required by the applicable laws in the State of Illinois;
  2. Automobile Liability insurance covering all motor vehicles, including owned (if any), hired and non-owned autos operated and/or licensed or leased by Company and engaged in constructing or overseeing construction of the Project. Limits of liability shall not be less than a combined single limit of Two Million Dollars (\$2,000,000) for the accidental death of one or more persons, or damage to or destruction of property as a result of one accident; and
  3. Commercial General Liability Insurance with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate covering the activities of the Company contemplated by this Agreement, without restricting the generality of the foregoing, such

coverage shall include, but not be limited to bodily injury and property damage, products and completed operations and contractual liability . Limits of liability can be achieved by a combination of General Liability and Umbrella/Excess Liability policies.

4. General Provisions Applicable to the Foregoing Insurance Requirements:

- i. Company may utilize any combination of primary and/or excess insurance to satisfy the above requirements.
- ii. If requested, evidence of such insurance shall be submitted to the Local Agency prior to the initiation of any work or transportation of any materials or equipment on the roads listed on Principal Road Use Schedule (Exhibit A).
- iii. The Local Agency and its elected and appointed officials, agents, and employees shall be named as additional insureds with respect to the Commercial General Liability policy.

**Section 8. Miscellaneous**

- A. Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of a material default of any of the terms, provisions or conditions of this Agreement by any Party (the "Defaulting Party"), which material default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure of not less than sixty (60) days has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall be entitled to any appropriate remedy of law or equity, including but not limited to specific performance. The remedy of specific performance and injunctive relief shall not be exclusive of any other remedy available at law or in equity. Failure of either Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of either Party's right thereafter to enforce and such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.
- B. 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.
- C. Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.
- D. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the parties hereto at their respective addresses or fax numbers (or to such other address or fax number as any such party shall designate in writing to the other parties from time to time). Unless otherwise provided, a notice shall be deemed to be received by a Party: (1) on the date the email is sent; (2) on the date of personal service, for those sent via personal delivery, (3) five (5) calendar days after being sent, for those sent via mail, or (4) on the next business day, for those sent via overnight delivery service.

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

With a copy to : \_\_\_\_\_

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Local Agency: Jackson County Highway Department Attn: Mitch

Burdick, County Engineer

1200 Enterprise Avenue  
Murphysboro, IL 62966

Email: [mitch.burdick@jacksoncounty-il.gov](mailto:mitch.burdick@jacksoncounty-il.gov)

Phone: 618-684-4141

With a copy to: Jackson Co States Attorneys' Office

Attn: Joni Bailey, Assistant States Attorney 1001

Walnut Street  
Murphysboro, IL 62966

Email: [joni.bailey@jacksoncounty-il.gov](mailto:joni.bailey@jacksoncounty-il.gov)

Phone: 618-687-7240 ext. 1422

- E. Assignment. This agreement may not be assigned without the written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed.
- F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually signed counterpart to this Agreement.
- G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois, irrespective of any conflict of law's provisions.
- H. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assignees.
- I. Termination. Company shall have the right to terminate this Agreement for convenience at any time prior to the commencement of construction of the Project by providing fifteen (15) days' prior written notice to the Local Agency of its intent to terminate this Agreement. In the event such termination occurs, then notwithstanding anything herein to the contrary, the Corporate Guaranty shall be returned to Company and Company shall have no further liability to the Local Agency under this Agreement.

This Agreement shall remain in place until a date two years after the completion of construction of the Project

or the effective date of a full settlement and release of road issues executed by the Local Agency and Company, whichever is earlier. For avoidance of doubt, the completion date shall be the date that the Project is placed into commercial operation.

- J. Due Authorization. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between Parties, whether written or oral. Company hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Big Muddy Solar Project, LLC, a Delaware limited liability company. The Local Agency hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the Local Agency.

(Signatures appear on following page)

**IN WITNESS WHEREOF**, the Parties have caused the **AGREEMENT** to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by \_\_\_\_\_

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

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

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

Witnessed by \_\_\_\_\_

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

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

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

Executed by the County of Jackson, Illinois

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

Printed Name: C.J. Calandro

Title: Chaiman, County Board of Jackson County, Illinois

Witnessed by the County of Jackson, Illinois

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

Printed Name: Frank Byrd

Title: County Clerk, Jackson County, Illinois

**EXHIBIT A:** Principal Road Use Schedule

(attached)