

ORDINANCE NUMBER 2025- 10

**GRANTING A SPECIAL USE PERMIT FOR A COMMERCIAL SOLAR ENERGY FACILITY
AND A VARIANCE TO SECTION 36-282 (17) A OF THE KENDALL COUNTY CODE
ALLOWING A COMMERCIAL SOLAR ENERGY FACILITY WITHIN 1.5 MILES OF A
MUNICIPALITY WITHOUT AN ANNEXATION AGREEMENT AT THE PROPERTY SOUTH
OF 9949 AND 10021 AMENT ROAD, YORKVILLE, (PINS: 05-16-300-006 AND 05-17-400-005)
IN KENDALL TOWNSHIP**

WHEREAS, Sections 36-112, 36-113, and 36-114 of the Kendall County Code permits the Kendall County Board to grant special use permits and place conditions on special use permits and provides the procedure through which special use permits are granted; and

WHEREAS, Section 36-39 of the Kendall County Code permits the Kendall County Board to grant variances and place conditions on variances and provides the procedure through which variances are granted; and

WHEREAS, Section 36-282 (17) of the Kendall County Code permits the operation of commercial solar energy facilities as a special use with certain restrictions in the A-1 Agricultural Zoning District; and

WHEREAS, Section 36-282 (17) a of the Kendall County Code requires commercial solar energy facilities to be located on properties with pre-annexation agreements if the property is located within 1.5 miles of a municipality; and

WHEREAS, the property which is the subject of this ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural District and consists of approximately 93.4 acres of which approximately 39.3 acres will be governed by the special use permit located at the property south of 9949 and 10021 Ament Road, Yorkville (PINS: 05-16-300-006 and 05-17-400-005), in Kendall Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and the property shall hereinafter be referred to as “the subject property”; and

WHEREAS, the subject property is owned by the Janet M. Dhuse Declaration of Family Trust Dated March 1, 2013, as represented by Janet M. Dhuse Santoro who has entered into a lease agreement with Ament Solar 1, LLC as represented by Nicholas S. Bellone and collectively shall hereinafter be referred to as the “Petitioner”; and

WHEREAS, on or about October 22, 2024, Petitioner filed a petition for a special use permit to allow the operation of a commercial solar energy facility and a variance allowing a commercial solar energy facility on a property within one point five (1.5) miles of a municipality without an annexation agreement with the municipality at the subject property; and

WHEREAS, following due and proper notice by publication in the Beacon News on November 18, 2024, and following due and proper notification to the United City of Yorkville on or about November 18, 2024, and following due and proper notification to Kendall Township on or about November 18, 2024, and following due and proper notification to the property owners of record of properties located within seven hundred fifty feet of the subject property on or about November 18, 2024, the Kendall County Zoning Board of Appeals conducted a public hearing on December 16, 2024, at 7:00 p.m., in the County Office Building, at 111 W. Fox Street in Yorkville, which was continued to January 27, 2025, at 7:00 p.m., in the Historic Court House, at 110 W. Madison Street, in Yorkville, and was continued again to March 3, 2025, at 7:00 p.m., in the Historic Court House at 110 W. Madison Street, in Yorkville, at which the Petitioner’s representative presented

evidence, testimony, and exhibits in support of the requested special use permit and variance and zero members of the public testified in favor and two members of the public testified in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the special use permit and variance with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated March 3, 2025, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval of the requested special use permit and variance; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use permit and variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:


1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a special use permit allowing the operation of a commercial solar energy facility on the subject property subject to the following conditions:
 - A. The site shall be developed substantially in accordance with the site plan attached hereto as Exhibit C, vegetative management plan attached hereto as Exhibit D, decommissioning plan attached hereto as Exhibit E, road use agreement attached hereto as Exhibit F, and Agricultural Impact Mitigation Agreement attached hereto as Exhibit G.
 - B. A variance to section 36-282(17)(a) of the Kendall County Code is hereby granted allowing a commercial solar energy facility within one point five (1.5) miles of a municipality without an annexation or pre-annexation agreement.
 - C. Within ninety (90) days of the approval of the special use permit, the owners of the subject property shall dedicate a strip of land forty feet (40') in depth along the northern property line to Kendall Township. The Kendall County Planning, Building and Zoning Committee may grant an extension to this deadline.
 - D. The developer and/or owner of the subject property allowed by this special use permit shall enter into a community impact agreement with Kendall County.
 - E. None of the vehicles or equipment parked or stored on the subject property allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
 - F. All of the vehicles and equipment stored on the subject property allowed by the special use


permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.

- G. Any structures, included solar arrays, constructed, installed, or used allowed by this special use permit shall not be considered for agricultural purposes and must secure applicable building permits.
 - H. One (1) warning sign shall be placed near or on the vehicular entrance gate. This sign shall include, at minimum, the address of the subject property and a twenty-four (24) hour emergency contact phone number. Additional signage may be installed, if required by applicable law.
 - I. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.
 - J. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
 - K. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
 - L. The property owner and operator of the use allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of use.
 - M. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
 - N. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
3. This special use permit and variance shall be treated as a covenant running with the land and are binding on the successors, heirs, and assigns as to the same special use conducted on the property.
4. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this special use permit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 17th day of June, 2025.

Attest:


Kendall County Clerk
Debbie Gillette


Kendall County Board Chairman
Matt Kellogg



SCHEDULE A - EXHIBIT A

Parcel 1:

Parcel ID No.: 05-16-300-006

58.0 acres, more or less, being out of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian, Kendall County, Illinois, and being a part of that certain 93.4 acres, more or less, of land, and said 58.0 acres being all of the 93.4 acres, more or less, that lies within the lateral boundaries of said Section 16, Township 36 North, Range 7 East of the Third Principal Meridian, Kendall County, Illinois, more particularly described as follows:

The Southerly 93.4 acres, more or less, of the following described parcels 1 and 2, said acreage lying South of a line being the center of Ament Road:

Parcel One

That part of the Southwest Quarter of the Southwest Quarter of Section 16 and part of the Southeast Quarter of the Southeast Quarter of Section 17, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northwest Corner of the Southwest Quarter of said Section 16; thence due East along the North line of said Southwest Quarter, 665.69 feet to the West line of the East 10.04 chains of the West half of the West half of said Section 16; thence South 0° 30' 2" West along said West line 1485.28 feet to a line drawn parallel with and 1155 feet North of, as measured along the East line of the Southwest Quarter of said Southwest Quarter the South line of said Southwest Quarter for the point of beginning; thence South 89° 50' 27" East along said parallel line 662.63 feet to the East line of said Quarter Quarter; thence South 0° 30' 2" West along said East line 1155 feet to the Southeast Corner of said Quarter Quarter; thence North 89° 50' 27" West along the South line of said Quarter Quarter 1330.09 feet to the Southwest Corner thereof; thence North 89° 46' 8" West along the South line of the Southeast Quarter of said Section 17, 188.76 feet; thence North 0° 32' 21" East parallel with the East line of said Southeast Quarter, 1155 feet; thence Easterly to the point of beginning in the Township of Kendall, Kendall County, Illinois.

Parcel Two

That part of the West half of Section 16 and part of the East half of Section 17, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Section 17; thence North 89° 46' 8" West along the South line of said Section 17, 188.76 feet; thence North 0° 32' 21" East parallel with the East line of said Section 17, 1155 feet for the point of beginning; thence North 89° 46' 8" West parallel with the South line of said Section 17, 758.94 feet; thence North 0° 30' 2" East parallel with the West line of the East 10.04 chains of the West half of the West half of said Section 16, 2285.72 feet; thence South 89° 29' 58" East 128.7 feet; thence North 0° 30' 2" East parallel with the West line of the East 10.04 chains of the West half of the West half of said Section 16, 1188 feet; thence South 89° 29' 58" East 1485.66 feet to the West line of the East 10.04 chains of the West half of the West half of said Section 16; thence South 0° 30' 2" West along said West line 3465.28 feet to a line drawn parallel with and 1155 feet North of the South line of the Southwest Quarter of the Southwest Quarter of said Section 16, as measured along the East line of said Quarter Quarter; thence Westerly to the point of beginning; Excepting therefrom the following: That part of the Northeast Quarter of Section 17, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Northeast Quarter; thence Northerly along the East line of said Northeast Quarter, 4.13 feet to the center line of Ament Road; thence Westerly along said center line, 65.0 feet for the point of beginning; thence Westerly along said center line, 220.0 feet; thence Northerly at right angles to said center line, 348.0 feet; thence Easterly parallel with said center line, 220.0 feet; thence Southerly at right angles to the last described course, 348.0 feet to the point of beginning, in Kendall Township, Kendall County, Illinois; AND that part of the Southwest Quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence Easterly along the North line of said Southwest Quarter, 658.60 feet for the point of beginning; thence Southerly along the line of a fence which forms an angle of 89° 13' 17" with the last described course (measured counter-clockwise therefrom) 255.63 feet; thence Easterly parallel with said North line to the West line of the Easterly 10.04 chains of the West Half of said Southwest Quarter; thence Northerly along said West line to said North line; thence Westerly along said North line to the point of beginning, all in the Township of Kendall, Kendall County, Illinois.

Parcel 2:

Parcel ID No.: 05-17-400-005

35.4 acres, more or less, being out of Section 17, Township 36 North, Range 7 East of the Third Principal Meridian, Kendall County, Illinois, and being a part of that certain 93.4 acres, more or less, of land, and said 35.4 acres being all of the 93.4 acres, more or less, that lies within the lateral boundaries of said Section 17, Township 36 North, Range 7 East of the Third Principal Meridian, Kendall County, Illinois, more particularly described as follows:

The Southerly 93.4 acres, more or less, of the following described Parcels 1 and 2, said acreage lying South of a line being the center of Ament Road:

Parcel One

That part of the Southwest Quarter of the Southwest Quarter of Section 16 and part of the Southeast Quarter of the Southeast Quarter of Section 17, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section 16; thence due East along the North line of said Southwest Quarter, 665.69 feet to the West line of the East 10.04 chains of the West half of the West half of said Section 16; thence South 0° 30' 2" West along said West line 1485.28 feet to a line drawn parallel with and 1155 feet North of, as measured along the East line of the Southwest Quarter of said Southwest Quarter the South line of said Southwest Quarter for the point of beginning; thence South 89° 50' 27" East along said parallel line 662.63 feet to the East line of said Quarter Quarter; thence South 0° 30' 2" West along said East line 1155 feet to the Southeast corner of said Quarter Quarter; thence North 89° 50' 27" West along the South line of said Quarter Quarter 1330.09 feet to the Southwest corner thereof; thence North 89° 46' 8" West along the South line of the Southeast Quarter of said Section 17, 188.76 feet; thence North 0° 32' 21" East parallel with the East line of said Southeast Quarter, 1155 feet; thence Easterly to the point of beginning in the Township of Kendall, Kendall County, Illinois.

Parcel Two

That part of the West half of Section 16 and part of the East half of Section 17, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Section 17; thence North 89° 46' 8" West along the South line of said Section 17, 188.76 feet; thence North 0° 32' 21" East parallel with the East line of said Section 17, 1155 feet for the point of beginning; thence North 89° 46' 8" West parallel with the South line of said Section 17, 758.94 feet; thence North 0° 30' 2" East parallel with the West line of the East 10.04 chains of the West half of the West half of said Section 16, 2285.72 feet; thence South 89° 29' 8" East 128.7 feet; thence North 0° 30' 2" East parallel with the West line of the East 10.04 chains of the West half of the West half of said Section 16, 1188 feet; thence South 89° 29' 58" East 1485.66 feet to the West line of the East 10.04 chains of the West half of the West half of said Section 16; thence South 0° 30' 2" West along said West line 3465.28 feet to a line drawn parallel with and 1155 feet North of the South line of the Southwest Quarter of the Southwest Quarter of said Section 16, as measured along the East line of said Quarter Quarter; thence Westerly to the point of beginning; excepting therefrom the following: That part of the Northeast Quarter of Section 17, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Northeast Quarter; thence Northerly along the East line of said Northeast Quarter, 4.13 feet to the center line of Ament Road; thence Westerly along said center line, 65.0 feet for the point of beginning; thence Westerly along said center line, 220.0 feet; thence Northerly at right angles to said center line, 348.0 feet; thence Easterly parallel with said centerline, 220.0 feet; thence Southerly at right angles to the last described course, 348.0 feet to the point of beginning, in Kendall Township, Kendall County, Illinois; AND that part of the Southwest Quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence Easterly along the North line of said Southwest Quarter, 658.60 feet for the point of beginning; thence Southerly along the line of a fence which forms an angle of 89° 13' 17" with the last described course (measured counter-clockwise therefrom) 255.63 feet; thence Easterly parallel with said North line to the West line of the Easterly 10.04 chains of the West Half of said Southwest quarter; thence Northerly along said West line to said North line; thence Westerly along said North line to the point of beginning, all in the Township of Kendall, Kendall County, Illinois.

Exhibit B

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 24-30 on December 16, 2024, and January 27, 2025. On March 3, 2025, the Kendall County Zoning Board of Appeals issued the following findings of fact and recommendation by a vote of four (4) in favor and one (1) in opposition. Chairman Mohr voted against the findings of fact and variance. Members Prodehl and Whitfield were absent.

FINDINGS OF FACT-VARIANCE

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The subject property is located within one point five (1.5) miles of the United City of Yorkville. The Petitioner provided a letter from the United City of Yorkville stating that Yorkville did not wish to annex the property or enter into a pre-annexation agreement.

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Other A-1 zoned properties within one point five (1.5) miles of a municipality could request a similar variance, if the municipality refuses to annex or enter into a pre-annexation agreement.

The alleged difficulty or hardship has not been created by any person presently having an interest in the property. The difficulty was created because the United City of Yorkville did not wish to enter into a pre-annexation agreement or annex the property.

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. Granting the variance would not be detrimental to the public or substantially injurious to other properties.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. The proposed variance would not impair light or air on adjacent property, cause congestion, increase the danger of fire, or negatively impact property values.

RECOMMENDATION-VARIANCE

Approval

On March 3, 2025, the Kendall County Zoning Board of Appeals issued the following findings of fact and recommendation by a vote of five (5) in favor and zero (0) in opposition. Members Prodehl and Whitfield were absent.

FINDINGS OF FACT-SPECIAL USE PERMIT

The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The Project will generate clean, renewable electricity while producing no air, noise, or water pollution, or ground contamination. The front portion of the parcel closest to Ament Road will be retained for agricultural use as well as the surrounding land of the other parcel, which will create a natural screening during the growing season. The Petitioner submitted a vegetative management plan outlining the types of vegetation that will be planted, the timing of planting, and a maintenance plan for the vegetation.

The special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in

question shall be considered in determining consistency with this standard. The proposed use makes adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The proposal will not interfere with the use and enjoyment of nearby properties. The surrounding properties are zoned primarily A-1 and will not be prevented from continuing any existing use or from pursuing future uses. The proposal's operations would be quiet and minimal traffic will occur after installation is completed. The solar panels are setback from Ament Road and neighboring houses to avoid negative visual impacts.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The proposal will have adequate utility interconnections designed in collaboration with ComEd. The proposal does not require water, sewer, or any other public utility facilities to operate. The Petitioner will also build all roads and entrances at the facility and will enter into an agreement with Kendall Township regarding road use. After initial construction traffic, landscape maintenance and maintenance to the project components are anticipated to occur on an as-needed basis, consistent with the vegetative management plan. Existing traffic patterns will not be impacted in the post-construction operations phase. A drain tile survey will be completed prior to construction and foundation design will work around or reroute any identified drain tiles to ensure proper drainage.

The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. If the requested variance is granted, the proposal meets all applicable regulations.

The special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The proposal is also consistent with a goal and objective found on page 3-34 of the Land Resource Management Plan, "Support the public and private use of sustainable energy systems (examples include wind, solar, and geo-thermal)." However, the proposal is located on property classified as Rural Residential on the Future Land Use Map and the Kendall County Regional Planning Commission recommended denial of the proposal.

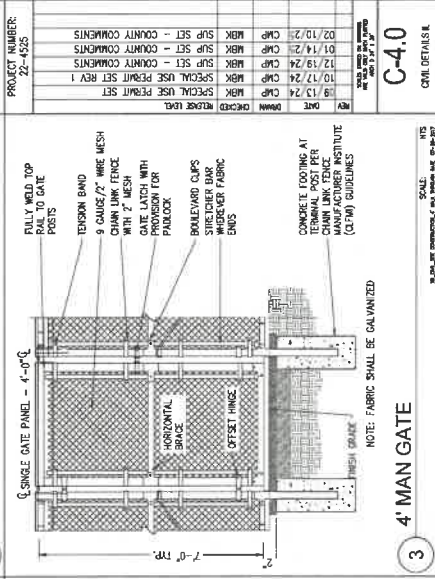
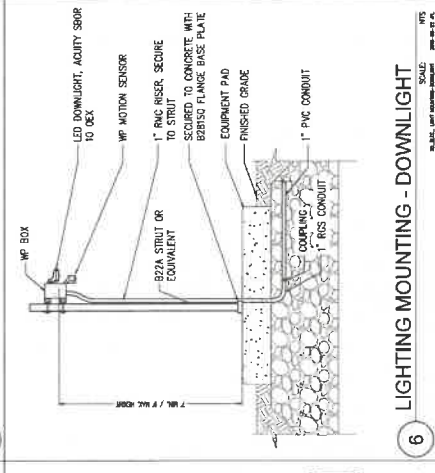
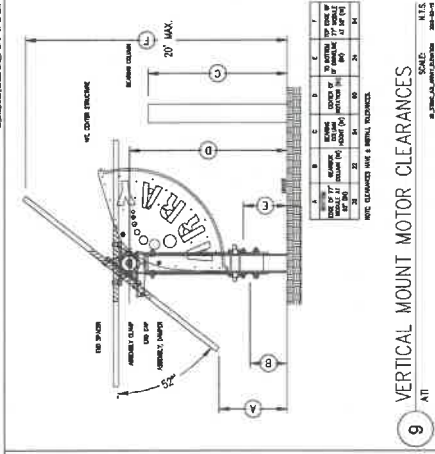
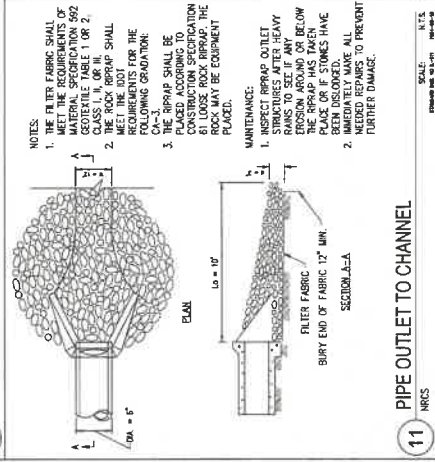
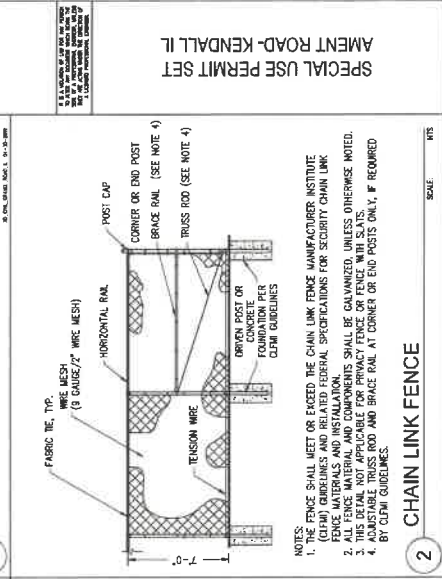
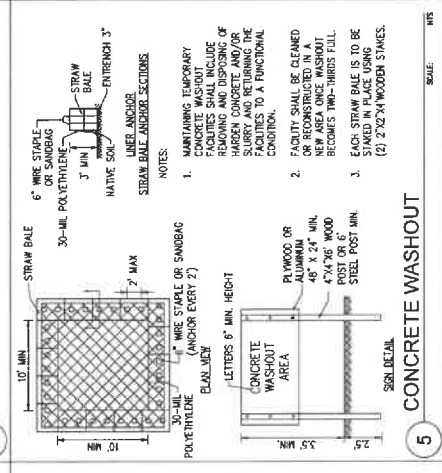
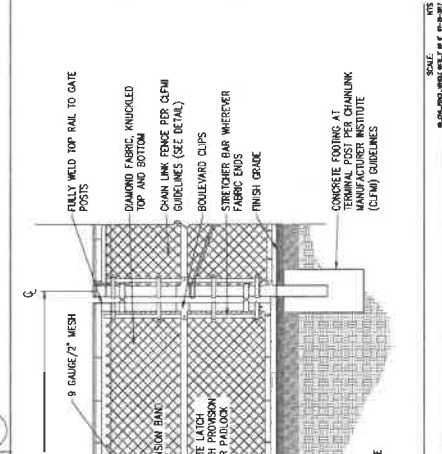
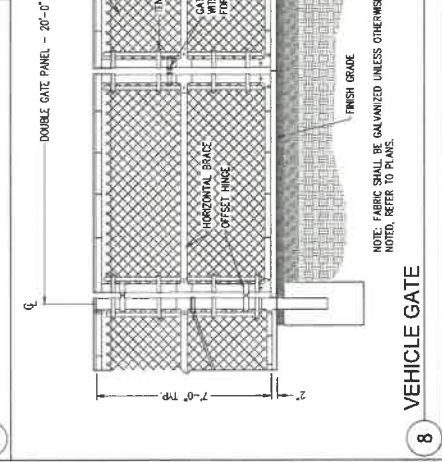
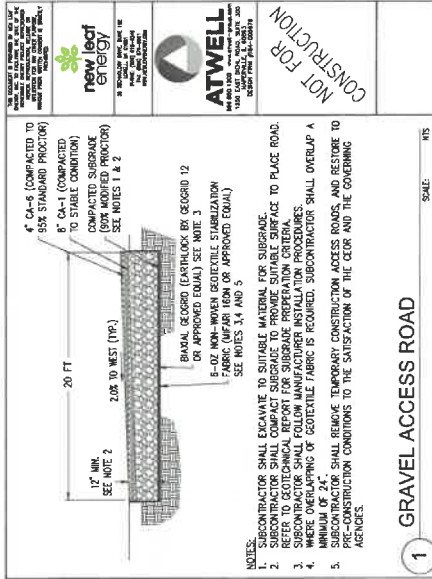
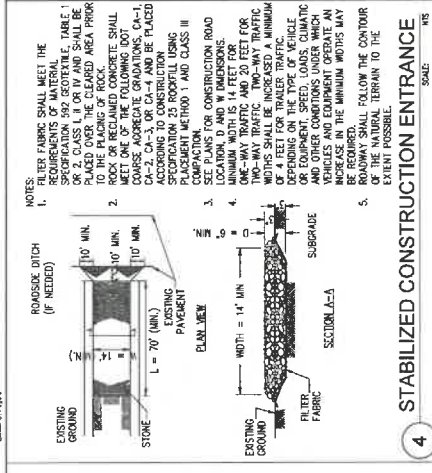
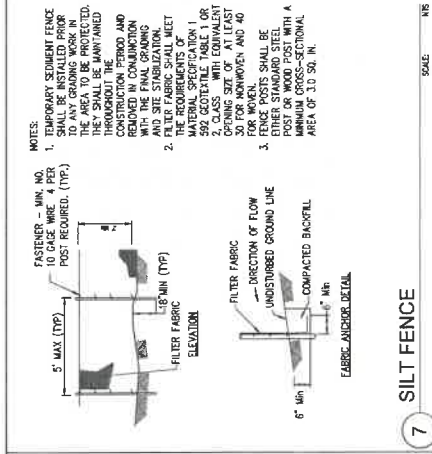
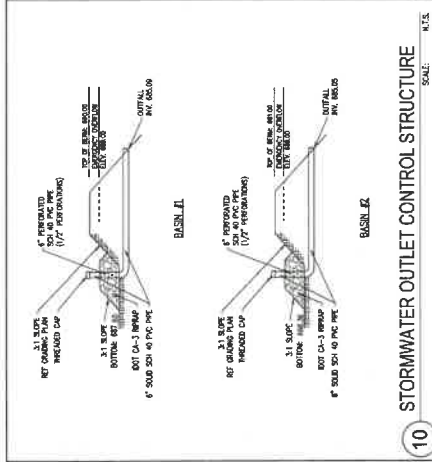
RECOMMENDATION-SPECIAL USE PERMIT

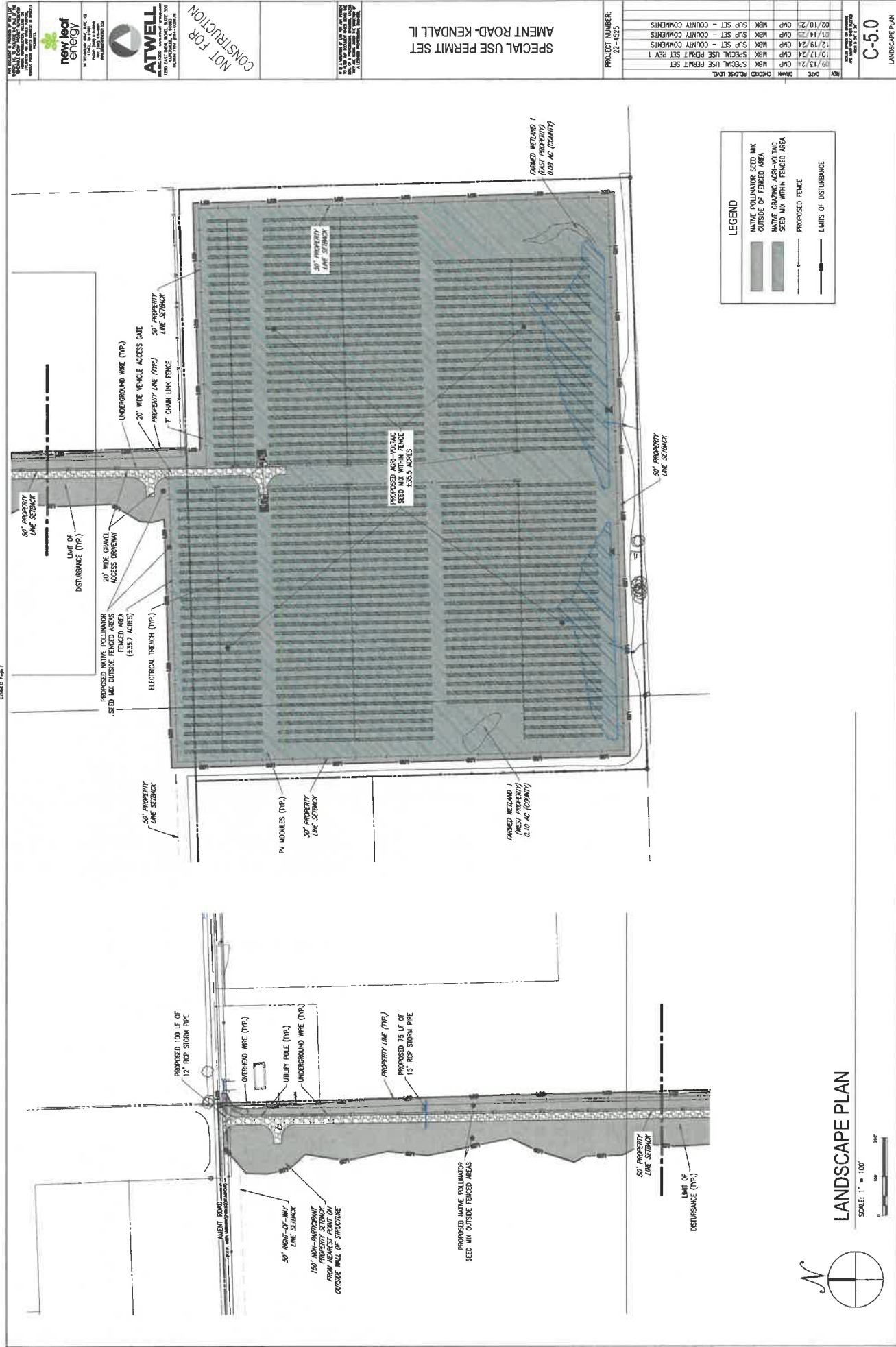
Approval, subject to the following conditions and restrictions:

1. The site shall be developed substantially in accordance with the submitted site plan, vegetative management plan, decommissioning plan, road access plan (yet to be submitted), and Agricultural Impact Mitigation Agreement.
2. A variance to section 36-282(17)(a) of the Kendall County Code is hereby granted allowing a commercial solar energy facility within one point five (1.5) miles of a municipality without an annexation or pre-annexation agreement.
3. Within ninety (90) days of the approval of the special use permit, the owners of the subject property shall dedicate a strip of land forty feet (40') in depth along the northern property line to Kendall Township. The Kendall County Planning, Building and Zoning Committee may grant an extension to this deadline.
4. None of the vehicles or equipment parked or stored on the subject property allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
5. All of the vehicles and equipment stored on the subject property allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
6. Any structures, included solar arrays, constructed, installed, or used allowed by this special use

permit shall not be considered for agricultural purposes and must secure applicable building permits.

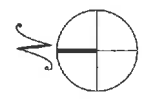
7. One (1) warning sign shall be placed near or on the vehicular entrance gate. This sign shall include, at minimum, the address of the subject property and a twenty-four (24) hour emergency contact phone number. Additional signage may be installed, if required by applicable law.
8. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.
9. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
10. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
11. The property owner and operator of the use allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of use.
12. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
13. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
14. This special use permit and variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.





LEGEND

- NATIVE POLLINATOR SEED MIX OUTSIDE OF FENCED AREA
- NATIVE GRASSING AND VOLUNTARY SEED MIX WITHIN FENCED AREA
- PROPOSED FENCE
- LIMITS OF DISTURBANCE



LANDSCAPE PLAN

SCALE: 1" = 100'



REV	DATE	DESCRIPTION	BY	CHKD	APP'D
01	02/10/23	CMR			
02	02/14/23	CMR			
03	12/19/24	CMR			
04	10/17/24	CMR			
05	09/13/24	CMR			
06	08/08/24	CMR			
07	07/12/24	CMR			
08	06/14/24	CMR			
09	05/16/24	CMR			
10	04/18/24	CMR			
11	03/20/24	CMR			
12	02/22/24	CMR			
13	01/24/24	CMR			
14	01/16/24	CMR			
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22	11/14/23	CMR			
23	11/06/23	CMR			
24	10/29/23	CMR			
25	10/21/23	CMR			
26	10/13/23	CMR			
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55	02/25/23	CMR			
56	02/17/23	CMR			
57	02/09/23	CMR			
58	02/01/23	CMR			
59	01/24/23	CMR			
60	01/16/23	CMR			
61	01/08/23	CMR			
62	01/01/23	CMR			
63	12/24/22	CMR			
64	12/16/22	CMR			
65	12/08/22	CMR			
66	12/01/22	CMR			
67	11/23/22	CMR			
68	11/15/22	CMR			
69	11/07/22	CMR			
70	10/30/22	CMR			
71	10/22/22	CMR			
72	10/14/22	CMR			
73	10/06/22	CMR			
74	09/28/22	CMR			
75	09/20/22	CMR			
76	09/12/22	CMR			
77	09/04/22	CMR			
78	08/27/22	CMR			
79	08/19/22	CMR			
80	08/11/22	CMR			
81	08/03/22	CMR			
82	07/26/22	CMR			
83	07/18/22	CMR			
84	07/10/22	CMR			
85	07/02/22	CMR			
86	06/24/22	CMR			
87	06/16/22	CMR			
88	06/08/22	CMR			
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90	05/23/22	CMR			
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92	05/07/22	CMR			
93	04/29/22	CMR			
94	04/21/22	CMR			
95	04/13/22	CMR			
96	04/05/22	CMR			
97	03/27/22	CMR			
98	03/19/22	CMR			
99	03/11/22	CMR			
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103	02/09/22	CMR			
104	02/01/22	CMR			
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112	12/01/21	CMR			
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164	10/14/20	CMR			
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166	09/28/20	CMR			
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172	08/11/20	CMR			
173	08/03/20	CMR			
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178	06/24/20	CMR			
179	06/16/20	CMR			
180	06/08/20	CMR			
181	05/31/20	CMR			
182	05/23/20	CMR			
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184	05/07/20	CMR			
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197	01/24/20	CMR			
198	01/16/20	CMR			
199	01/08/20	CMR			
200	01/01/20	CMR			

SPECIAL USE PERMIT SET

AMENT ROAD- KENDALL IL

PROJECT NUMBER:
22-4525

C-5.0

LANDSCAPE PLAN

NOT FOR CONSTRUCTION

ATWELL
ARCHITECTS
1000 N. LAKE STREET, SUITE 200
CHICAGO, IL 60610
TEL: 312.467.1000
WWW.ATWELLARCHITECTS.COM

new leaf energy
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MONITORING & MAINTENANCE NOTES

- [illegible]

LANDSCAPE PLAN GENERAL NOTES

- [illegible]

- [illegible]

[illegible]

SEED LIST

COVER CROP SEED MIX (±35.5 cc)		lb per wt.	
Botanical Name (Common Name)		% by wt.	SEED
Barbarea orthoceras (Barb. Sweet Root)		11.74	
Brassica napus (Rapeseed)		19.43	
Cover blend (Rye-Peas)		18.85	
Hordeum vulgare (Barley)		19.95	
Trifolium pratense (Red Clover)		19.95	
TOTAL		100.0	%
NATIVE GRAZING SEED MIX (±35.5 cc)		lb per wt.	
Botanical Name (Common Name)		% by wt.	SEED
Brassica napus (Rapeseed)		11.74	
Cover blend (Rye-Peas)		19.43	
Hordeum vulgare (Barley)		18.85	
Trifolium pratense (Red Clover)		19.95	
Trifolium repens (White Clover)		19.95	
TOTAL		100.0	%
NATIVE POLLINATOR SEED MIX (±42.4 cc)		lb per wt.	
Botanical Name (Common Name)		% by wt.	SEED
Brassica napus (Rapeseed)		11.74	
Cover blend (Rye-Peas)		19.43	
Hordeum vulgare (Barley)		18.85	
Trifolium pratense (Red Clover)		19.95	
Trifolium repens (White Clover)		19.95	
TOTAL		100.0	%
NATIVE POLLINATOR SEED MIX (±42.4 cc)		lb per wt.	
Botanical Name (Common Name)		% by wt.	SEED
Brassica napus (Rapeseed)		11.74	
Cover blend (Rye-Peas)		19.43	
Hordeum vulgare (Barley)		18.85	
Trifolium pratense (Red Clover)		19.95	
Trifolium repens (White Clover)		19.95	
TOTAL		100.0	%

LANDSCAPE NOTES & DETAILS



- [illegible]

WAGNETS TASK	SPRING	SUMMER	FALL	WINTER
ANNUAL SITE INSPECTION		X		
ANNUAL LETTER REPORT	X			X
DESIGN REMOVAL (AS NECESSARY)		X	X	X
HERBICIDE APPLICATION	X	X	X	X
MOWING		X	X	X
FRODOG CONTROL & STABILIZATION	X	X	X	X
BUILDING CLEANING			X	X

- ### 5.5. TYPICAL MANAGEMENT SCHEDULE FOR NATURAL AREAS

Management and Monitoring (M&M) Specifications & Guidelines

Project Name: Ament Road Solar Farm

Applicant: Ament Road Solar 1, LLC

ENCAP, Inc. Project Number: 24-0923D

Document Preparer: S. Rowley, PWS, ENCAP, Inc.

Date Prepared: October 17, 2024



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DeKalb, IL 60115
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Fax: 815.748.4255
www.encapinc.net

NATIVE AREA SPECIFICATIONS

AMENT ROAD SOLAR FARM – KENDALL COUNTY

1.0 PURPOSE

The purpose of this plan is to provide native area specifications for the Ament Road Solar Farm project. The areas underneath and around the solar array panels will be planted with a native grazing seed mix and a native pollinator seed mix. These native plantings will provide water quality benefits, pollinator friendly habitat, soil stabilization, and watershed benefits for the local streams.

2.0 CONTRACTOR QUALIFICATIONS

1. The Native Landscape Contractor chosen for the establishment and enhancement of the natural areas must be experienced in the restoration, installation, and management of said areas. They must have a minimum five years of experience conducting ecological restoration and management projects.
2. There shall be a supervisor available at all times that can identify non-native and native plants by genus and species. The goal of installing successful native plant communities is a long-term process. Therefore, it is imperative that a qualified Native Landscape Contractor perform the initial installation and maintenance.

3.0 QUALITY AND CONDITION

1. All native seed proposed for the project shall be provided as Pure Live Seed (PLS) and sourced from within a 200-mile radius of the project location. Plant origins outside of this range must be approved by the Wetland Consultant.
2. Native seeds shall be blended by the vendor, and the mixture and ratio shall be guaranteed in writing to be as specified. The amount of seed indicated on the specifications shall mean the total amount of pure live seed (PLS) per acre for all species listed. It is the sole responsibility of the Native Landscape Contractor to provide approved seed that meets industry-standard PLS requirements.
3. Native Landscape Contractor shall provide the Wetland Consultant with the name and location of the seed supplier, origin of the various kinds of plants, and a statement of the purity of the seed.
4. Seed shall conform to applicable State and Federal regulations as in effect on the date of letting. Unless otherwise specified, seed shall not contain in excess of 1 percent weed seeds; 0 percent is desirable.
5. All storage requirements, stratification, and scarification considerations shall be the sole responsibility of the Native Landscape Contractor.
6. If specified for the seed mixture, mycorrhizal inoculants shall be pelletized and mixed at 1 lb. per acre with the fine seeds before installation. The inoculants shall contain a diverse mixture of Glomales fungal species (*Glomus* spp.) in pelletized form.

7. Under no circumstances shall Wheat (*Triticum aestivum*), Cereal Rye (*Secale cereale*), Perennial Rye (*Lolium perenne*), or Barley (*Hordeum vulgare*) be used as a temporary cover crop.

4.0 HANDLING

1. Native Landscape Contractor shall be solely responsible for the proper handling and storage of the seed according to the best seed handling and storage practices, including fungicide treatments and stratification considerations. Owner shall make no compensation for damage to the seed because of improper storage, cleaning, threshing, or screening operations.
2. All native seeds shall be packed and covered in such a manner as to ensure adequate protection against damage and maintain dormancy while in transit, storage, or during planting operations.
3. Seed shall be kept dry and unopened until needed for use. Seed shall not be stored or temporarily stored in locations or vehicles where the temperature will be in excess of 90 degrees F.

5.0 SITE PREPARATION

1. Site should be cleared of undesirable vegetation prior to seeding. If necessary, non-selective herbicide (Aquatic-approved Glyphosate formulation) should be applied within the proposed planting zones at least 2 weeks prior to seedbed preparation.
2. The General Contractor and Native Landscape Contractor shall be responsible for performing all work necessary to achieve and maintain an acceptable seedbed prior to seeding. All areas must be properly prepared before seeding begins. Underground utility location maps and plans should be reviewed prior to work. Equipment having low unit pressure ground contact shall be utilized within the planting areas.
3. Unless the Wetland Consultant agrees to another approach, the seedbed shall be prepared by working the topsoil to a depth of 3 inches. Site preparation equipment shall be of a design that can be utilized efficiently by the Native Landscape Contractor to meet the requirements for the work specified. The equipment proposed for use by the Native Landscape Contractor for disking and herbicide applications shall be subject to approval by the Wetland Consultant.
4. Prior to seeding, at least 6 inches of topsoil shall be present and free of all clods, stones, roots, sticks, rivulets, gullies, crusting, and cracking. The soil aggregate size will be no greater than 2 inches in the largest diameter.
5. If present, compacted soils shall be disked or raked prior to seeding. Remedial measures for the access area may, at the direction of the Wetland Consultant, involve ripping from 12 to 18 inches of the soil horizon prior to disking. If compaction is not a concern and the seedbed needs to be loosened prior to seeding to ensure good seed-soil contact, disking or raking shall be performed using equipment and the approach recommended by the Native Landscape Contractor, subject to approval by the Wetland Consultant.
6. If needed, cultivation shall occur within 24 hours prior to seeding. Seeding should occur immediately after the last cultivation, preferably before a rain.

6.0 PLANT MATERIALS

See Sheet C-5.1 for Seed Mixes; however, the following cover crop should be added to both seed mixes during installation.

<u>Scientific Name</u>	<u>Common Name</u>	<u>Lbs/Acre</u>
Avena sativa	Seed Oats	40.000

7.0 SEED INSTALLATION

1. Seeding shall take place AFTER solar panel installation is completed.
2. Except where site conditions preclude their use, seeding shall be performed using a Truax drill, Truax Trillion seeder, or comparable equipment designed specifically for installation of native seed. For areas where site conditions preclude the use of specialized equipment, seed may be installed through hand broadcasting and lightly raking in the seed. **Hand broadcast seed shall be spread at twice the specified rate.** Other methods of seed installation may be used with prior approval from the Wetland Consultant.

3. Seasonal Considerations:

November 1 through February 28: Seed must be protected from displacement due to water and wind erosion. Seeding on bare, graded surfaces must be protected with double netted erosion control blankets on slopes. Less cover crop will be observed during the following spring due to frost damage.

March 1 through June 29: Seeding during this period is appropriate but germination of a portion of the seed may not occur until the following season due to lack of cold stratification to break seed dormancy. Cover crop generally germinates within 2-3 weeks of seeding operation. Seeding on bare, graded surfaces must be protected with erosion control blankets on slopes.

June 30 through September 15: Installation of native seed should be suspended unless irrigation can be provided or unseasonably cool conditions persist. Also, any annual forbs planted with the mix during this time period may germinate but not have sufficient time to flower before fall senescence. Seeding on bare, graded surfaces must be protected with erosion control blankets on slopes.

September 15 through October 31: Seeding on bare, graded surfaces must be protected with double netted erosion control blankets on slopes. Less cover crop will be observed during the following spring due to frost damage.

4. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. In general, the optimum seeding depth is 0.25 inch below the soil surface. Areas where the seed has not been incorporated into the soil to the proper depths will not be accepted, and no compensation for materials or labor for the rejected work will be made by the Owner.
5. Equipment shall be operated in a manner to ensure complete, uniform coverage of the entire area to be seeded and to avoid damage to existing woody plants. Any area inadequately covered, as solely determined by the Wetland Consultant, shall be retreated at no additional cost to the Owner.

6. Seeding and soil tracking/firming shall not be done during periods of rain, severe drought, high winds, excessive moisture, frozen ground, or other conditions that preclude satisfactory results.
7. To achieve best results, seed boxes should be kept more than one-quarter full at all times and ground speed should be no more than 2 to 3 mph.
8. Seeding operations must occur when soil moisture is appropriate for seeding operation.
9. Native plant seed shall not receive fertilizer.
10. Wet seed that is moldy or otherwise damaged in transit or storage shall not be used.
11. After seeding operation is completed, install erosion control blanket per manufacturer's specifications as necessary.

8.0 EROSION CONTROL

1. The Native Landscape Contractor shall be fully responsible for implementing erosion control measures within prescribed planting areas.
2. All disturbed areas or areas of bare soil are recommended to be covered with erosion control blanket; North American Green S-75 or equivalent will be used at a minimum. Fall-winter plantings and/or 3:1 slopes require North American Green S-150 or equivalent. Erosion control blanket shall be installed within 24 hours after an area is seeded. See manufacturer's specifications for erosion control blanket composition.

9.0 CLEAN-UP AND PROTECTION

1. During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition.
2. Protect landscape work and materials from damage due to landscape operations or operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed by the Wetland Consultant.

10.0 INSPECTIONS AND ACCEPTANCE

1. Owner reserves the right to inspect all seeds and plants either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality or mix proportion.
2. Native Landscape Contractor is to keep records of the certificates of composition or invoices of seed mixtures and integrity of plant materials with respect to species, variety, and source after purchase.
3. Native Landscape Contractor is to notify Owner within five days after completing initial and/or supplemental plantings in each area.

MONITORING AND MANAGEMENT PLAN

AMENT ROAD SOLAR FARM – KENDALL COUNTY

1.0 MONITORING METHODOLOGY – SHORT TERM (YEARS 1-3)

The planted areas will be monitored annually for a three-year period to ensure successful establishment of the plantings. The primary objective of the short-term monitoring program is to track the success of the planted species over the 3-year period of regularly scheduled monitoring sessions. The monitoring documents changes in plant community composition and reveals the need for management changes to improve floristic quality and coverage. Specific goals of the monitoring are to determine the vegetative species present, the percent cover by vegetation, and identify hydrology and erosion problems.

Monitoring within the planted areas shall be conducted annually utilizing a meander survey methodology. The monitoring shall identify:

1. the five dominant vegetative species within each planting zone,
2. the approximate percent coverage by overall vegetation in each planting zone,
3. the approximate percent vegetative coverage by native and non-native/invasive species within each planting zone,
4. erosion or sedimentation issues,
5. bare areas or areas not fully vegetated,
6. management recommendations for improved quality and invasive species removals, and
7. wildlife and pollinator usage (visual observations).

Observations shall be made during the monitoring to identify specific management strategies necessary to reach design goals. Site conditions shall be photo documented during monitoring sessions.

2.0 PERFORMANCE CRITERIA (YEARS 1-3)

1. By the end of the first full growing season, the planted areas shall exhibit at least 75% vegetative coverage, primarily by Seed Oats (*Avena sativa*). There shall be no areas greater than 1.0 square meter devoid of vegetation, and at least 25% of the species present as measured by aerial coverage shall be native and non-invasive, or planted species.
2. By the end of the second growing season, at least 90% of the ground as measured by aerial coverage shall be vegetated, and at least 50% of the species present as measured by aerial coverage shall be native and non-invasive, or planted species. There shall be no areas greater than 1.0 square meter devoid of vegetation.
3. By the end of the third growing season, at least 90% of the ground as measured by aerial coverage shall be vegetated, and at least 75% of the species present shall be native and non-invasive, or planted species. There shall be no areas greater than 0.5 square meter devoid of vegetation.
4. At the end of each growing season, none of the three most dominant species within the planted areas shall be non-native or invasive species, including but not limited to: Ragweed (*Ambrosia* spp.), Wild Carrot (*Daucus carota*), Purple Loosestrife (*Lythrum salicaria*), Teasel (*Dipsacus* spp.), Reed Canary Grass (*Phalaris arundinacea*), Sweet Clover (*Melilotus* spp.), Common

Buckthorn (*Rhamnus cathartica*), Kentucky Blue Grass (*Poa pratensis*), Thistle (*Cirsium* spp.), Honeysuckle (*Lonicera* sp.), Common Reed (*Phragmites australis*), or Sandbar Willow (*Salix exigua*).

3.0 REPORTING (YEARS 1-3)

An annual vegetation monitoring report will be submitted to the Owner and Kendall County by January 31st following the monitoring season each year. This report will be used to determine if the natural areas are meeting performance standards. The report shall include information on site location; permit numbers; methodology used (including monitoring dates); data results; summary relative to performance criteria; a summary of the annual monitoring observations; a description of the management performed during the year; a list of recommendations for management during the upcoming year; and representative photographs of the natural areas. The natural areas shall meet certification requirements, associated performance standards, and will be monitored and maintained for a period of three years or until performance standards have been met to ensure successful establishment.

4.0 SHORT-TERM MANAGEMENT PLAN (YEARS 1-3)

1. First Year. Mow the planted areas to a height of 8-12 inches, 3 times during the early growing season or as needed to control non-native and invasive annual species. Mowing (including weed whipping) shall take place prior to or when non-native and invasive species are flowering to prevent seed set. Control undesirable plant species, when present in small quantities, by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all aboveground and belowground stems, roots and flower masses prior to development of seeds. Apply herbicide (as necessary) to non-native and invasive perennial species within the natural areas with appropriate herbicide. Management site visits should be conducted at a minimum of 3 times annually. Soil erosion and sediment controls shall be regularly maintained.
2. Second Year. Control of undesirable plant species during the second growing season shall consist primarily of selective herbicide application, spot mowing, and hand pulling. Mowing (including weed whipping) shall be conducted 3 times during the early growing season and as needed to a height of 8-12 inches to prevent annual weeds from producing seed. Management site visits should be conducted at a minimum of 3 times annually. Soil erosion and sediment controls shall be regularly maintained.
3. Third Year. Undesirable plant species will be controlled (as necessary) by mowing (including weed whipping), hand pulling, and/or selective herbicide application. Continue to perform management site visit at least 3 times annually during the growing season. Soil erosion and sediment controls shall be regularly maintained.

Since the site is not suitable for prescribed burning, it is recommended to conduct a late fall mowing with mulching/thatch removal at the completion of the third growing season, during the dormant season (November-April). This regimen will mimic the conditions and benefits of a controlled burn.

5.0 LONG-TERM MANAGEMENT PLAN (YEARS 4+)

1. Long Term. As the planted areas mature, required supplemental management will be significantly reduced. The plant communities will stabilize and be effectively managed through a

reduced schedule of spot mowing, selective herbicide application, and hand pulling as necessary. Every 3-5 years, a late fall mowing with thatch mulching/removal should be conducted during the dormant season (November-April). Management site visits should be conducted 2-3 times annually. Soil erosion and sediment controls shall be regularly maintained.

The natural areas require long-term management to maintain their function as designed. It is expected that the natural areas will be maintained in their permitted condition. The long-term manager for the natural areas will be the Lessee or Owner. An annual letter report documenting the completion of inspection and management tasks based on the information herein should be submitted to the Owner each year.

Management tasks should be preceded by a site inspection to determine if remedial measures are required and to recommend procedures to correct any deficiencies. The site inspection should be conducted by a qualified individual knowledgeable in native plants and management of native plantings. Areas of observation during the site inspection should include but are not limited to: dominant species within distinct planting communities; erosion or herbivory concerns that develop over time; changes in hydrology that may require additional planting to adjust for higher or lower water levels; or the appearance of invasive species in the managed area that require alternative management methods.

The following management tasks should be completed annually, unless otherwise specified below:

- a. Debris Removal: All debris shall be removed, via non-invasive methods, from within the natural areas.
- b. Herbicide Application: Selective herbicide to control invasive species should be completed 2-3 times annually. A certified and licensed pesticide applicator shall select herbicide, appropriate for the area of use (such as wetlands or other special management area), and shall apply the herbicide by the appropriate method, to prevent killing of desirable native species. Invasive and non-native species, and woody plant species not specified as part of the planting plan, shall be controlled by appropriate management practices of the approved plan.
- c. Mowing: Selective mowing is a preferred method for control of annual non-native and invasive species to prevent seed proliferation. Mowing with a specialty flail-type mower to mulch thatch or weed whip with thatch removal (or combination) may be substituted for prescribed burns in instances where a burn is not permissible or weather does not allow for a safe/effective burn.
- d. Erosion Control & Stabilization: When conducting the annual inspection, it is important to observe and note areas of bare soil and other early warning signs of erosion. If caught early enough, they may be easily stabilized with seed and erosion control blanket.
- e. Brush Clearing: Management of woody species is not likely necessary if herbicide applications are successful and continued each year. If invasive shrubs become a problem they should be cut and all remaining stumps should be treated with an appropriate herbicide to prevent resprout, either through a basal oil treatment, hand wick applicator, or other approved method. Brush clearing should be conducted in the winter months with frozen ground conditions.

Table 1: Typical Management Schedule for Natural Areas

Management Task	Spring	Summer	Fall	Winter
Annual Site Inspection		X		

Annual Letter Report				X
Debris Removal (As Necessary)	X	X	X	X
Herbicide Application	X	X	X	
Mowing	X	X	X	
Erosion Control & Stabilization	X	X	X	
Brush Clearing			X	X

6.0 HERBICIDE APPLICATION

This section applies to all site preparation and management herbicide application that is proposed to occur onsite.

1. Any person applying herbicide shall hold appropriate licensure for pesticide application in the state of Illinois. A licensed Illinois Pesticide Applicator shall be on-site at all times when herbicide is being applied.
2. Herbicide usage will vary based on site conditions and target species. The following herbicides are allowed for use in natural areas; aquatic approved Glyphosate formulations (Aquaneat®, Rodeo®, etc.), Clethodim (Intensity®, etc.), aquatic approved Imazapyr (Habitat®, etc.), Triclopyr 3A (Tahoe 3A®, Garlon 3A®, etc.), Garlon 4 Ultra® (no substitutions), and Aminopyralid (Milestone®) to control target species. It is the sole responsibility of the Contractor to evaluate the site and select the appropriate herbicide for both site conditions and target species in accordance with herbicide labeling.



Decommissioning Estimate/Plan

Date: 9/17/2024
Calculated By: CG

Ament Road
Kendall County, IL

This Decommissioning Estimate has been prepared by New Leaf Energy in an attempt to predict the cost associated with the removal of the proposed solar facility. The primary cost of decommissioning is the labor to dismantle and load as well as the cost of trucking and equipment. All material will be removed from the site, including the concrete equipment pads, which will be broken up at the site and hauled to the nearest transfer station.

No salvage values have been assumed in this calculation.

The following values were used in this Decommissioning Estimate:

System Specifications		Equipment & Material Removal Rates	
Number of Modules	13,390	Module Removal Rate (min/module)	1
Linear Feet of Racking (ft)	50,213	Rack Wiring Rem. Rate (min/mod)	0.25
Number of Inverters	20	Racking Dismantling Rate (min/LF)	0.2
Number of Transformers	2	Inverter Removal Rate (hr/unit)	0.5
Number of Tracker Motors	6	Transformer Removal Rate (hr/unit)	1
Electrical Wiring Length (ft)	3,276	Motor Removal Rate (hr/unit)	1
Number of Foundation Piles	3,044	Rack Loading Rate (min/LF)	0.1
Length of Perimeter Fence (ft)	5,096	Elect. Wiring Removal Rate (min/LF)	0.5
Number of Power Poles	5	Pile Rem. Rate (piles/day)	300
Access Rd Material Volume (YD)	1,791	Fence Removal Rate (min/LF)	1
Total Disturbed Area (SF)	49,851	Days req. to break up concrete pads	1
Total Fence Weight (lbs)	3,618	Days req. with Rough Grader	1
Total Racking Weight (lbs)	314,665	Days req. with Fine Grader	2
Total Foundation Pile Weight (lbs)	410,940	Total Truckloads Required	29
Total Solar Module Weight (lbs)	803,400	Round-Trip Dist. to Trans. Sta.(miles)	17
		Round-Trip Time to Trans. Sta. (hr)	0.5
Labor and Equipment Costs			
Labor Rate (\$/hr)	\$ 35.00		
Operator Rate (\$/hr)	\$ 47.00		
Bobcat Cost (\$/hr)	\$ 101.90		
Front End Loader Cost (\$/Day)	\$ 845.77		
Excavator Cost (\$/Day)	\$ 1,365.46		
Trucking Cost (\$/hr)	\$ 127.38		
Backhoe Cost (\$/hr)	\$ 101.90		
Power Pole Removal Cost (\$/pole)	\$ 1,500.00		
Grader Cost (\$/day)	\$ 1,324.70		
Gravel Export Cost (\$/YD)	\$ 8.00		
Loam Import Cost (\$/YD)	\$ 20.00		
Seeding Cost (\$/SF)	\$ 0.10		
Fuel Cost (\$/mile)	\$ 0.50		

Labor, Material, and Equipment Costs**1. Remove Modules**

The solar modules are fastened to racking with clamps. They slide in a track. A laborer needs only unclamp the module and reach over and slide the module out of the track.

$$\text{Module Removal Rate} \cdot \text{Total Number of Solar Modules} \cdot \text{Labor Rate} = \\ \text{Module Removal Cost}$$

$$\text{Total} = \$ 7,810.83$$

2. Remove Rack Wiring

The modules are plugged together in the same manner as an electrical cord from a light is plugged into a wall socket. The string wires are in a tray. A laborer needs only unplug the module, reach into the tray and remove the strands of wire.

$$\text{Wire Removal Rate} \cdot \text{Total Number of Solar Modules} \cdot \text{Labor Rate} = \\ \text{Rack Wiring Removal Cost}$$

$$\text{Total} = \$ 1,952.71$$

3. Dismantle Racks

Tracker module racking primarily consists of torque tubes and a driveline. These are supported on driven piles. The torque tubes and driveline unbolt from the foundation piles.

$$\text{Linear feet of Racking} \cdot \text{Rack Dismantling Rate} \cdot \text{Labor Rate} = \\ \text{Rack Dismantling Cost}$$

$$\text{Total} = \$ 5,858.18$$

4. Remove and Load Electrical Equipment

Electrical equipment includes transformers, inverters, and tracker motors.

$$(\text{Number of Inverters} \cdot \text{Inverter Removal Rate} + \text{Number of Transformers} \cdot \text{Transformer Removal} \\ \text{Rate} + \text{Number of Motors} \cdot \text{Motor Removal Rate}) \cdot (\text{Operator Rate} + \text{Bobcat Cost}) = \\ \text{Electrical Equipment Removal Cost}$$

$$\text{Total} = \$ 2,680.20$$

5. Break Up Concrete Pads

Concrete pads are broken up using an excavator and jackhammer.

$$\text{Number of Demolition Days} \cdot (\text{Excavator Cost} + \text{Operator Cost}) = \\ \text{Total Concrete Pad Removal}$$

$$\text{Total} = \$ 1,221.77$$

6. Load Racks

Once the racking has been dismantled, it will be loaded onto trucks for removal from the site. The trucking cost associated with this line item represents the additional time a truck will be needed during loading. Please see item # 13 for the cost of trucking off-site.

$$\text{Linear feet of Racking} \cdot \text{Rack Loading Rate} \cdot (\text{Operator Cost} + \text{Front End Loader Cost} + \text{Trucking Cost}) = \text{Total Rack Removal Cost}$$

Total = \$ 23,120.99

7. Remove Electrical Wiring

Electrical wiring will be removed from all underground conduits.

$$\text{Cable Length} \cdot \text{Cable Removal Rate} \cdot (\text{Operator Cost} + \text{Backhoe Cost}) = \text{Total Cable Removal Cost}$$

Total = \$ 4,064.97

8. Remove Foundation Piles

Foundation piles will be pulled out of the ground and loaded onto a truck to be removed from site.

$$(\text{Total Number of Piles} / \text{Daily Pile Removal Rate}) \cdot (\text{Operator Rate} + \text{Excavator Cost}) = \text{Total Pile Removal Cost}$$

Total = \$ 26,505.02

9. Remove Fencing

Fencing posts, mesh, and foundations will be loaded onto a truck and removed from site. Trucking costs included in this line item are for the removal process. Trucking to a recycling facility are included in item #13.

$$(\text{Total Length of Fence} \cdot \text{Fence Removal Rate}) \cdot (\text{Operator Rate} + \text{Bobcat Cost} + \text{Trucking Cost}) =$$

Total = \$ 23,464.96

10. Remove Power Poles

Power poles will be removed and shipped off site.

$$\text{Number of Power Poles} \cdot \text{Pole Removal cost} = \text{Total Power Pole Removal Cost}$$

Total = \$ 7,500.00

**11. Gravel Road Reclamation**

Reclamation of the gravel access road will entail removing the gravel material and exporting it off site. The area will then be backfilled with loam and graded.

$$(Days\ with\ Rough\ Grader + Days\ with\ Fine\ Grader) \cdot (Grader\ Cost\ per\ Day + Operator\ Cost\ per\ Day) + [Roadway\ Material\ Volume \cdot (Gravel\ Export\ Cost + Loam\ Import\ Cost)] = \\ Gravel\ Road\ Reclamation\ Cost$$

Total = \$ 55,253.21

12. Seed Disturbed Areas

Seeding cost includes labor and materials for reseeding all disturbed areas including the reclaimed gravel road area, former electrical areas, and areas disturbed by racking foundation removal.

$$Seeding\ Cost \cdot Disturbed\ Area = \\ Total\ Seeding\ Cost$$

Total = \$ 4,985.06

13. Truck to Transfer Station

All material will be trucked to the nearest Transfer station that accepts construction material. The nearest transfer station is Groot Recycling & Waste - Aurora

$$(Total\ Truckloads \cdot Roundtrip\ Distance \cdot Fuel\ Cost) + (Total\ Truckloads \cdot Round\ Trip\ Time \cdot \\ Trucking\ Cost) = \\ Total\ Trucking\ Cost\ to\ Transfer\ Station$$

Total = \$ 2,093.44

Salvage Values

Salvage Value Not Included

Racking Disposal Cost**1S. Racking Disposal Cost**

The racking can be disposed of at the Transfer Station. They will be trucked to Groot Recycling & Waste - Aurora.

$$(Total\ Racking\ Weight)/2000 \cdot Cost\ per\ Ton\ of\ disposal =$$

$$Total = \$ 32,831.25$$

Panel Disposal**2S. Solar Panel Disposal Cost**

The panels can be disposed of at facilities which except electronics. They will be trucked to Groot Recycling & Waste - Aurora.

$$(Total\ Panel\ Weight)/2000 \cdot Cost\ per\ Ton\ of\ disposal =$$

$$Total = \$ 60,255.00$$

Summary of Decommissioning Costs and Salvage Values

Line Item	Task	Cost
1	Module Removal	\$ 7,810.83
2	Rack Wiring Removal	\$ 1,952.71
3	Rack Dismantling	\$ 5,858.18
4	Electrical Equipment Loading and Removal	\$ 2,680.20
5	Break Up Concrete Pads	\$ 1,221.77
6	Load Racks	\$ 23,120.99
7	Electrical Wiring Removal	\$ 4,064.97
8	Foundation Pile Removal	\$ 26,505.02
9	Fence Removal	\$ 23,464.96
10	Power Pole Removal	\$ 7,500.00
11	Gravel Road Reclamation	\$ 55,253.21
12	Seed Disturbed Areas	\$ 4,985.06
13	Trucking to Transfer Station	\$ 2,093.44

Subtotal = \$ 166,511.35

Additional Item	Task	Value
Salvage Values Not Included		
1S	Racking Disposal Cost	\$ 32,831.25
2S	Solar Panel Disposal Cost	\$ 60,255.00

Additional Item Subtotal \$ 93,086.25

Present Value Total = \$ 255,048.39

Task	Future Value
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Inflation

of Years= 25

Inflation Rate= 2.0%

Total • (1+ Inflation Rate)^Number of Years =Grand Total

Grand Total = \$ 425,897.37

KENDALL TOWNSHIP ROAD DISTRICT ROAD USE AGREEMENT

THIS ROAD USE AGREEMENT is entered into this 12th day of May, 2025 by and between Ament Solar 1, LLC ("Ament Solar") and the Kendall Township Road District (the "Road District") for the use of Ament Road (the "Road") for the access to the proposed location during the construction of a solar farm located approximately one-half mile west of Illinois Route 47 (the "Project"). Ament Solar and the Road District may sometimes be referred to herein individually as a "Party" or collectively as "Parties."

1. The maximum weight limit on the Road will be 6 tons from February 15th through April 30th. At other times, the Road District shall issue overweight and oversize permits in a timely manner upon the filing of such applications and concurrent with any applicable Illinois Department of Transportation for oversize or overweight permit(s).
2. The Road District permits access to Ament Solar and its contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives, and designees (collectively, the "Ament Solar Contractors") to the solar farm as shown on the Ament Road Solar Traffic Route Exhibit attached hereto as Exhibit A and incorporated herein.
3. Ament Solar is authorized to replace the existing access driveway entrance/apron and existing culvert at the Property without additional permits at Ament Solar's expense. Ament Solar shall notify the Road District not less than 48 hours prior to beginning work on said access driveway entrance/apron and culvert. The new culvert shall be RCCP, 15" diameter and not more than 40' long, including precast concrete flared end sections. Backfill for the culvert shall be capped with not less than 12" CA-6 aggregate. Culvert ends shall be protected with topsoil, Class 2A seed, fertilizer and erosion control blanket, placed in accordance with the Standard Specifications for Road and Bridge Construction in Illinois.

Ament Solar shall maintain the access driveway entrance/apron and culvert in good working order until the Project is complete. Said maintenance shall include, but is not limited to, removal and replacement of damaged culvert pipe, addition of aggregate surface course, and restoration of any/all landscaping items.
4. Ament Solar shall sign, or have signed, 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 the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
5. Ament Solar shall keep the Road clear, by removing all mud, dust, dirt, spilled or tracked construction materials, garbage, obstructions or other hazards, upon notice and within a reasonable time period.
6. Ament Solar shall prohibit the use of the Road and right-of-way as storage or staging areas and as parking areas for vehicles and equipment of Ament Solar and the Ament Solar Contractors.

7. Ament Solar shall be financially responsible for any damages to the Road or right-of-way caused by Ament Solar and/or the Ament Solar Contractors.
8. Prior to the beginning of construction of the Project, Ament Solar shall retain a civil engineering firm, acceptable to the Road District, to conduct an inspection of the Road and produce a report which shall document the current condition of the Road and shall include a series of still images of the road surfaces taken approximately every 20 feet to provide a viewer a virtual drive of the Road or a video of the Road, and if applicable and to the extent reasonably accessible, photographs of the interior of all bridges, box culverts, culverts, and the road surface above each bridge, box culvert, and culvert on the Township Road (the "Inspection Report"). A copy of the Inspection Report shall be delivered to the Road District upon completion. Following the Road District's receipt of the Inspection Report, the Highway Commissioner, a representative from Ament Solar, and civil engineers as the Parties may select, shall meet and review the condition of the Road and the findings from the Inspection Report.
9. If it is determined that the Road is not currently in proper condition to support the construction of the Project, Ament Solar shall be responsible for the cost of improving the Road to be used for the construction of the Project.
10. When construction of the Project is complete, the Highway Commissioner, a representative from Ament Solar, and civil engineers as the Parties may select, shall meet and review the condition of the Road and discuss the repairs needed to restore the Road to the same or better condition as existed prior to the damage so that the Road is in a condition that is safe for the driving public after the completion of the Project. If improvements were made to the Road in preparation for the Project the Road shall be repaired and restored to the improved condition. Following the on-site review of the Road, the Parties shall make a good faith effort to promptly and mutually agree as to the cost of the road repairs so that a lump sum amount shall be paid by Ament Solar and used by the Road District for the road repairs (the "Road Repair Payment"). If the Parties agree on the Road Repair Payment, the Road District shall provide an invoice to Ament Solar, which shall be paid within thirty (30) days. Once the Road Repair Payment has been received, Ament Solar shall have no further obligations under this Agreement.
11. If the Parties cannot agree upon the Road Repair Payment after a good faith attempt to resolve the dispute or upon written demand by either Party, the Road District, within twenty-one (21) days shall select a neutral engineer for resolution of the dispute (the "Neutral Engineer"). The Neutral Engineer shall be an independent civil engineering firm which is licensed in the State of Illinois. The Parties and the Neutral Engineer shall promptly agree to procedures for submitting position papers and information to the Neutral Engineer and for an on-site inspection (if needed) by the Neutral Engineer. The Neutral Engineer shall complete its review and inspection within thirty (30) business days of its engagement by the Parties and issue its written report (the "Neutral Engineer Report"). The Neutral Engineer Report shall include, at least, the following findings:

(I) the extent of damage to the Road caused by Ament Solar and the Ament Solar Contractors; (II) the proposed method, procedure or design used for the final repair or restoration of the Road; and (III) an itemized cost of the Road Repair Payment. The determination of the Neutral Engineer shall be binding upon the Parties. Ament Solar shall be solely responsible for the fees and costs for the Neutral Engineer.

12. Prior to the beginning of construction of the Project, Ament Solar shall provide to the Road District financial security in the form of a surety bond or a letter of credit (the "Financial Security") in the amount of Two-Hundred Thousand Dollars and no/100 (\$200,000.00) which the Road District may draw against in the event and only to the extent that Ament Solar fails to make the Road Repair Payment in accordance with the terms of this Agreement. The Road District shall not make any claim on said Financial Security until sixty (60) days after the mailing of a written notice to Ament Solar specifying a default hereunder by Ament Solar, during which sixty (60) days Ament Solar may cure such default.

The Financial Security shall remain in place prior to the beginning of construction of the Project, including the transportation of materials or equipment on the Roads that are subject to this Agreement until the date the Road Repair Payment is made by Ament Solar. The Road District agrees to deliver any certification, including but not limited to completing the certificate of completion hereinbelow, required for the surrender of the Financial Security and/or release once it receives the Road Repair Payment.


13. All notices shall be in writing and sent to the Parties hereto at their respective addresses or to such other address as such Party shall designate in writing to the other Party.
14. Notice to Ament Solar shall be given by registered or certified mail, return receipt requested, postage prepaid or overnight delivery service to Ament Solar 1, LLC, Attn: Tom Ryan, 55 Technology Drive, Suite 102 Lowell, MA, 01851. Notice shall also be given by email to tryan@newleafenergy.com.
15. Notice to the Road District shall be given by registered or certified mail, return receipt requested, postage prepaid or overnight delivery service to Kendall Township Road District, Attn: Doug Westphal, 9925B IL-47, Yorkville, IL 60560. Notice shall also be given by email to dwestphal@kendalltwp.com.
16. Ament Solar shall hereby release and agrees to indemnify and hold harmless the Road District and its respective officers, employees, elected or appointed officials and agents and their respective heirs, executors, administrators, successors and assigns (collectively, the "Road District Releasees") from any and all actions, cause of action, suits, claims, expenses and demands against the Road District Releasees arising out of or relating to the performance by the Ament Solar and/or the Ament Solar Contractors of their obligations under this Agreement.

17. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and, if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.


18. This Agreement shall inure to the benefit of and shall be binding upon the Parties, their respective successors and assigns.

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

AMENT SOLAR 1, LLC

By: 
Name: THOMAS RYAN
Its: Sr. Project Developer
Date: 5/12, 2025

KENDALL TOWNSHIP ROAD DISTRICT


Doug Westphal
Kendall Township Highway Commissioner
Date: 5-12-25, 2025

CERTIFICATE OF COMPLETION: "Ament Solar 1, LLC has met its obligation under this Agreement and is hereby released from further obligation".

Kendall Township Highway Commissioner

Date: _____, 20__

EXHIBIT A

Ament Road Solar Traffic Route Exhibit



STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Ament Solar 1, LLC

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

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

Ament Solar 1, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 4.99MW Commercial Solar Energy Facility in Kendall County [GPS Coordinates: 41.591540, -88.443737], which will consist of up to 36 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

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

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

Conditions of the AIMA

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

- A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.
- B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.
- C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

Ament Solar 1, LLC
Standard Solar Agricultural Impact Mitigation Agreement

- D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.
- E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.
- F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.
- G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.
- H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.
- I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.
- J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.
- K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.
- L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.
- M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment

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

**Ament Solar 1, LLC
Standard Solar Agricultural Impact Mitigation Agreement**

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

**Ament Solar 1, LLC
Standard Solar Agricultural Impact Mitigation Agreement**

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	<p>A plan prepared by a Professional Engineer, at the Facility's expense, that includes:</p> <ol style="list-style-type: none">(1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things:<ol style="list-style-type: none">i. the number of solar panels, racking, and related facilities involved;ii. the original Construction costs of the Facility;iii. the size and capacity, in megawatts of the Facility;iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs);v. the Construction method and techniques for the Facility and for other similar facilities; and(2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Ament Solar 1, LLC
Standard Solar Agricultural Impact Mitigation Agreement

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

Construction and Deconstruction Standards and Policies

1. Support Structures

- A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.
- B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.
- C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

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

3. Guy Wires and Anchors

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

4. Underground Cabling Depth

- A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:
 - 1. a minimum of 5 feet of top cover where they cross Cropland.
 - 2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
 - 3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

**Ament Solar 1, LLC
Standard Solar Agricultural Impact Mitigation Agreement**

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.
- B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:
 1. Within the fenced perimeter of the Facility; or
 2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.
- C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

- A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.
- B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.
- C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.
- D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.
- E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.
- F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.
- G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

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

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

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

C. Maintaining Surrounding Area Subsurface Drainage

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

D. Re-establishing Subsurface Drainage Within Facility Footprint

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

- E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.
- F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.
- G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

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7. Rock Removal

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

- A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.
- B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.
- C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

- A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.
- B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.
- C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.
- D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

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

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

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

10. Prevention of Soil Erosion

- A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.
- B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.
- C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

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

12. Compensation for Damages to Private Property

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

13. Clearing of Trees and Brush

- A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.
- B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

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

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- B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.
- C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

- A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.
- B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.
- C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
- D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

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

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

- A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:
 - 1. Solar panels, cells and modules;
 - 2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
 - 3. Solar panel foundations, if used (to depth of 5 feet);

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4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
 5. Overhead collection system components;
 6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
 7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
 8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
 9. Debris and litter generated by Deconstruction and Deconstruction crews.
- B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.
- C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.
- D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:
1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
 2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
 3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

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

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

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Ament Solar 1, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Kendall County within the State of Illinois.

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

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

 4

By: Jerry Costello II, Director



By Clay Nordsiek, Deputy General Counsel

Ament Solar 1, LLC



By Nicholas Bellone

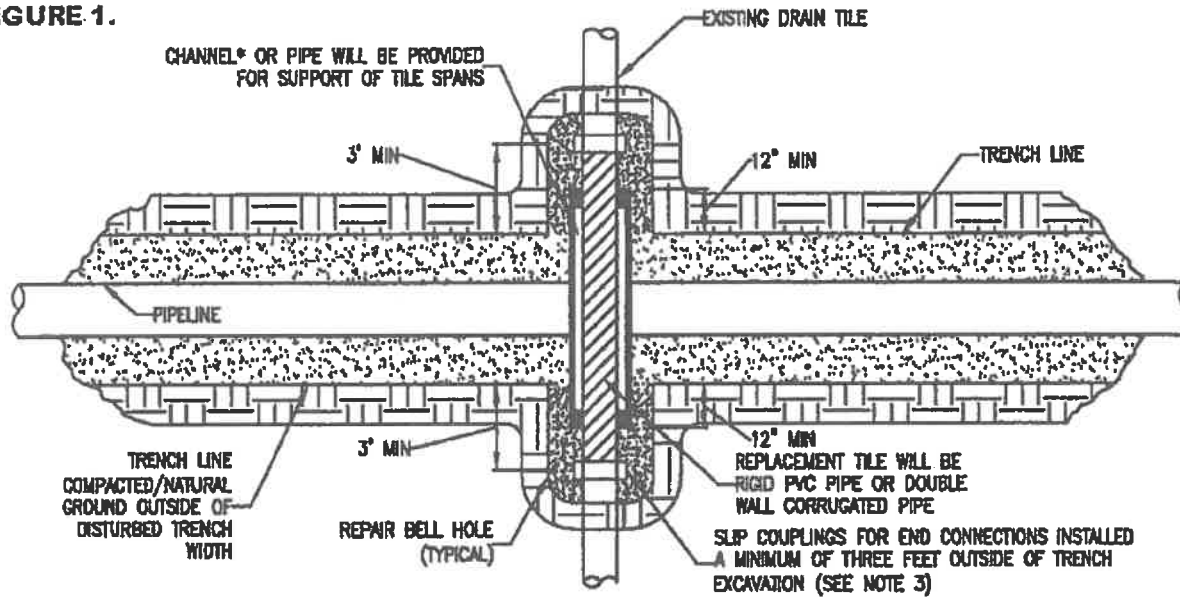
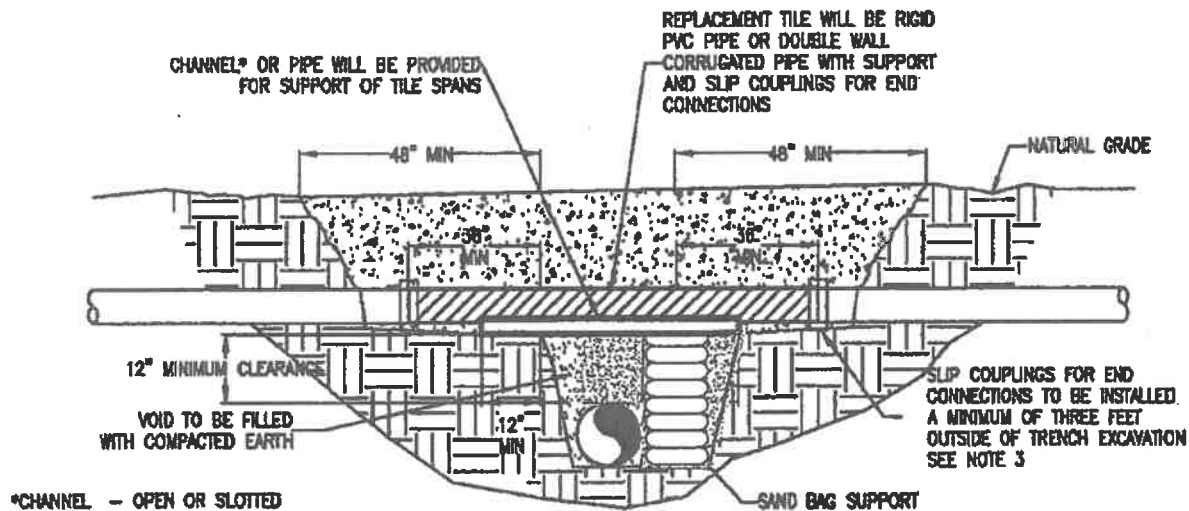
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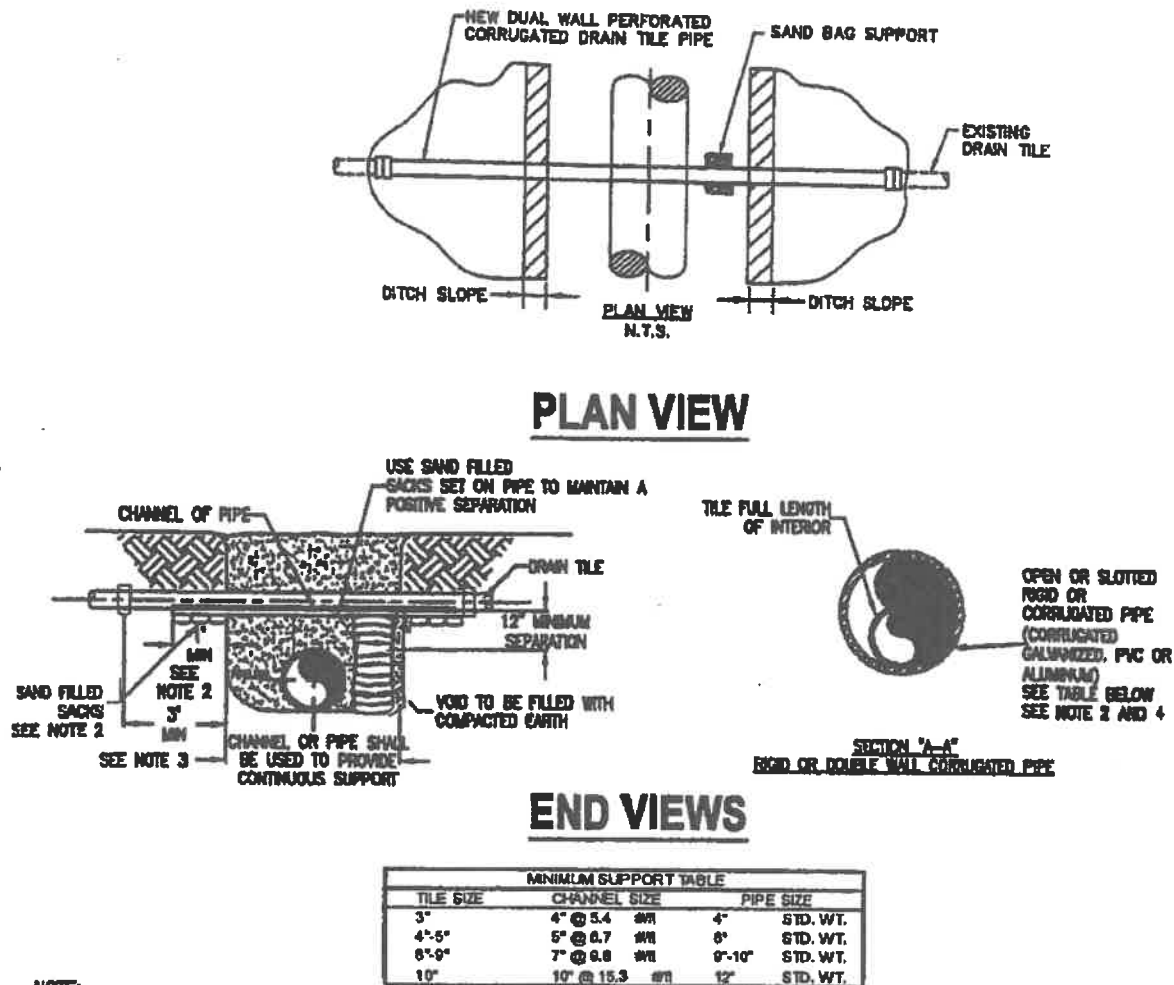
July 16, 2024

7/19, 2024

FIGURE 1.**PLAN**
N.T.S.**CROSS SECTION**
N.T.S.**NOTE:**

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

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.**NOTE:**

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR