



Hammond Solar, LLC

Special Use Permit Application

June 25, 2025

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**VIA EMAIL
AND FEDERAL EXPRESS
Piatt County Zoning Officer**

Keri Nusbaum
Piatt County Courthouse, Room 105
101 W. Washington
Monticello, IL 61856

Re: Hammond Solar, LLC Special Use Permit Application Submission

Dear Ms. Nusbaum:

Enclosed herewith please find fourteen (14) physical copies of the Special Use Permit Application for **Hammond Solar, LLC's Special Use Permit Application** for a Commercial Solar Energy Facility - plus one electronic version of the Application. The Application fee was previously provided under separate cover.

We look forward to working with Piatt County to develop this Project and are happy to answer questions with respect to the Application. Please feel free to reach out to me directly.

Sincerely,

/s/ Desiree Noisette

Desiree Noisette
GreenKey Solar Permitting Project Manager
(503) 207-2058
desiree@greenkeysolar.com

EXHIBIT 1

Special Use Permit Application Hammond Solar, LLC

Application: Commercial Solar Energy Facility – Special Use Permit

Project Proposal: The Applicant proposes to construct a 4.99 Megawatt (AC) Commercial Solar Energy Facility (“CSEF”) for the purpose of generating electric power on 35 acres within the portion of the Property shown on the site plan attached hereto as Appendix A (the “Facility”). The Facility will consist of solar panels, racking, foundation piles, inverters, poles, underground and overhead lines.

Applicant: Hammond Solar, LLC, (the “Applicant” or “Owner and Operator”)

Property Owner: LSJEN, LLC

Parcel Number: Unity Township, Piatt County, Illinois, Parcel ID Number 07-13-16-005-003-05 (the “Property”)

Location: The project site is on a corner lot bordering East 400 North Road on the north and N. 900 East Road on the east. The parcel consists of 77.339 total gross acres as shown on the Piatt County assessor website. The proposed project area contains 35 acres located on the eastern portion of the of the parcel.

The GPS coordinates are approximately: 39.844861, -88.576572

Zoning: Agriculture (A-1)

List of Appendices:

- A Zoning Site Plan
- A1 Legal Description
- B Erosion Control Plan and Storm Water Management Plan
- C Vegetation Management Plan
- D Agricultural Impact Mitigation Agreement (AIMA)
- E IDOT Preliminary Site Approval Correspondence
- F Haul Route Correspondence
- G Fee Confirmation Email
- H Redacted Lease
- I FEMA Firm Map

J	NRI/LESA Request
K	Illinois Department of Natural Resources (IDNR) EcoCAT
L	Interconnection Queue Documentation
M	Topographic Map
N	U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consulting (IPaC)
O	National Wetland Inventory Map
P	Decommissioning and Deconstruction Plan
Q	Grundy County Case Transcript

Background and Description of the Property

Hammond Solar, LLC (“Applicant”), hereby submits its Special Use Permit Applicant for installation and operation of a 4.99 megawatt (AC), 35-acre commercial solar energy facility (“CSEF” or “Facility”) situated within the approximately 77.339-acre parcel in Piatt County, Illinois, parcel identification number (“PIN”) 07-13-16-005-003-05, located at the southwest corner of the intersection of E 400 North Road and N 900 East Road (“Project”). The Facility is to be located primarily on the eastern portion of the Property.

The proposed site development will occur within a rural area where the primary land use is agricultural farmland. The Project parcel is located on agricultural farmland with onsite operations currently the routine maintenance of agricultural farmland and annual rotation of bean and corn crops. To the north, south, due east and west of the Property lies vacant agricultural farmland. The southeastern neighboring property contains farmland for annual grain crops, agricultural outbuildings and equipment, and a single family is a residence.

No surface water, streams, settling ponds, lagoons, surface impoundment, wetlands, or natural catch basins were identified on the subject property, nor were domestic wells identified. The property has older agricultural drainage tile.

Once constructed, there are no anticipated adverse impacts beyond the perimeter fence of the proposed Facility. There is no material increase in traffic or noise, and the site will be maintained in accordance with standard vegetation management practices, including but not limited to those outlined in the AIMA. As outlined further in this narrative, the proposed use is similar to surrounding land uses and fits within the agricultural nature of the surrounding properties.

State Statute and County Ordinance

On January 27, 2023, the 102nd Illinois General Assembly passed House Bill 4412, which was signed into law as P.A. 102-1123. This House Bill, among other things, amended 55 Illinois Compiled Statutes (“ILCS”) 5/5-12020 and provided parameters for Counties to regulate Commercial Solar Energy Facilities (the “CSEF Statute”). Of note, 55 ILCS 5/5-12020(b) provides that a County may adopt a zoning ordinance that regulates Commercial Solar Energy Facility; however, “the standards may

include the requirements specified in [55 ILCS 5/5-12020] but may not include requirements...that are more restrictive” than specified in the aforementioned Section.

Notably, 55 ILCS 5/5-12020(g) states:

“A request for siting approval or a special use permit for ... a commercial solar energy facility... ***shall be approved*** if the request is in compliance with the standards and conditions imposed in this Act, the zoning ordinance adopted consistent with this Code, and the conditions imposed under State and federal statutes and regulations.”
(Emphasis added).

In response to House Bill 4412, the County adopted Article X, §J of The Piatt County Zoning Ordinance entitled “Regulations Regarding Solar Energy Systems” in which subsection 2 provides “Regulations for Solar Energy Systems, Commercial/Solar Farms” (the “CSEF Ordinance”).

Pursuant to the Piatt Count Zoning Ordinance, Article VI “District Use Regulations”, §1(c)(18), “Solar Farm. Solar Energy Systems, Commercial/Solar Farms, shall be permitted in the A1 district as a special use, in accordance with the minimal regulations and design standards as set forth in Article X, I [sic].”

Applicable Review and Decision Criteria

This Narrative and Burden of Proof is submitted by the Applicant in support of its application for a Special Use Permit for the Facility and addresses the applicable requirements found in the CSEF Ordinance. The relevant portions of the CSEF Ordinance are shown below in *italics* below followed by the Applicant’s findings in plain text. Applicants reserve the right to amend, modify and/or supplement this Application and nothing herein waives any rights with respect to this Application.

J. REGULATIONS REGARDING SOLAR ENERGY SYSTEMS

PROHIBITION

No Commercial Solar Energy Facility or Substation governed by this Ordinance shall be constructed, erected, installed, or located within the county, unless prior siting approval has been obtained for each individual Commercial Solar Energy Facility or for a group of Commercial Solar Energy Facilities under a joint siting application pursuant to this Ordinance.

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

FINDING: Article III of the Piatt County Zoning Ordinance defines “commercial solar energy facility”

or “commercial solar energy system” to mean “any device or assembly of devices that is ground installed and uses solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property.”

The Project is a Commercial Solar Energy Facility because it includes devices and assemblies of devices that are ground installed and use solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property. Accordingly, the Project and this Application requires a Special Use Permit and is regulated by the CSEF Ordinance, subject to the limitations set forth in the CSEF Statute and other applicable law.

2. REGULATIONS FOR SOLAR ENERGY SYSTEMS, COMMERCIAL/SOLAR FARMS

A. Setback Requirements

The Commercial Solar Energy Facility shall be sited as follows, with setback distances measured from the nearest edge of any component of the facility:

- (1) Occupied Community Buildings and Dwellings on Nonparticipating Properties: One hundred fifty (150) feet to the nearest point on the outside wall of the structure.*
- (2) Nonparticipating Residences: one hundred fifty (150) feet to the nearest point on the outside wall of the structure.*
- (3) Boundary Lines of Participating Property: None.*
- (4) Boundary Lines of Nonparticipating Property: fifty (50) feet to the nearest point on the property line of the nonparticipating property.*
- (5) Public Road Rights-of-Way: fifty (50) feet the nearest edge of the public road right-of-way.*
- (6) The setback requirements for Nonparticipating properties may be waived by the written consent of the owner(s) of each affected Nonparticipating property.*

FINDING: The Facility complies with all setbacks in the CSEF Ordinance as set forth in the Zoning Site Plan attached hereto as **Appendix A**. There are no known occupied community buildings within 150 feet of the solar facility. Waivers are not required or requested as part of this application.

- (7) The Applicant does not need to obtain a variance from the County upon waiver by the property owner of any of the above setback requirements. Any waiver of any of the above setback requirements shall run with the land and be recorded with the Recorder of Deeds*

of the County.

FINDING: The Applicant does not request a variance as part of the project or a waiver from adjacent landowners. Accordingly, paragraph 7 above is not applicable.

B. Lighting shall be installed for security and safety purposes only. All lighting must comply with Article XI of the Piatt County Zoning Ordinance. (Lighting regulations)

FINDING: Lighting will comply with Article XI of the Piatt County Zoning Ordinance. There is no overhead lighting at the Project.

C. All solar farms shall be in compliance with any local, state and federal regulatory standards and the National Electric Code as amended.

FINDING: The proposed Project will be in compliance with all local, state, and federal regulations in addition to the National Electric Code as amended.

D. No solar farm shall be erected on any lot less than 10 acres in size.

FINDING: The subject Property is 77.339 total acres. The proposed project will be developed on approximately 35 acres within the Property. Therefore, the Project is in compliance with this requirement.

E. An erosion control plan shall be provided.

FINDING: An Erosion Control Plan is submitted attached hereto as **Appendix B**. The Erosion Control Plan will be updated as part of the final construction designs. If requested by the County, an updated Erosion Control Plan will be submitted as part of the building permit application.

F. A storm water management plan shall be provided

FINDING: A Storm Water Management Plan is attached hereto as **Appendix B**. The Storm Water Management Plan will be updated as part of the civil engineering process for final

construction designs. If requested by the County, an updated Storm Water Management Plan will be submitted as part of the building permit application.

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

FINDING: There is one non-participating residence in the vicinity of the project. This residence is located on a parcel used for agriculture and contains outbuildings, farm equipment, and a large field for annual grain crops. There are mature trees located on this neighboring property between the residence and the highway. Accordingly, no additional vegetative screen is proposed for this Project.

H. *All areas occupied by the facility that are not utilized for access to operate and maintain the installation shall be planted and maintained with a native shade-tolerant grass or other vegetation for the purpose of soil stabilization or other methods approved by the Zoning Board of Appeals.*

FINDING: Applicant will plant and maintain native shade-tolerant grass or other vegetation in compliance with paragraph H above and as set forth in the Vegetation Management Plan attached hereto as **Appendix C**.

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

FINDING: The proposed facility will be designed to comply with the sound limitations established by the Illinois Pollution Control Board ("IPCB") standards under 35 Illinois Administrative Code Parts 900, 901, and 910. The IPCB regulations are based on octave band center frequency (Hertz), decibels of sound emitted, and land use classifications. The three land use classifications established by Part 901 are Class A (e.g., private households, housing services for the elderly, and hotels/motels), Class B (e.g., retail sales or services, banks, and restaurants) and Class C (e.g., manufacturing, heavy construction, and agriculture).

The proposed Project is in an agricultural field (Class C), and the most restrictive sound emission regulations are for sounds emitted to residential land uses (Class A). To demonstrate compliance with the most restrictive limitations, the tables for maximum sound emissions on Class A land are provided below.

Section 901.102(a):

Section 901.102(a): Sound Emitted to Class A Land in Daytime Hours.			
Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving Class A Land from		
	Class C Land	Class B Land	Class A Land
31.5	75	72	72
63	74	71	71
125	69	65	65
250	64	57	57
500	58	51	51
1000	52	45	45
2000	47	39	39
4000	43	34	34
8000	40	32	32

Section 901.102(b):

Section 901.102(b): Sound Emitted to Class A Land in Nighttime Hours.			
Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving Class A Land from		
	Class C Land	Class B Land	Class A Land
31.5	69	63	63
63	67	61	61
125	62	55	55
250	54	47	47
500	47	40	40
1000	41	35	35
2000	36	30	30
4000	32	25	25
8000	32	25	25

The only significant source of noise is from the inverter cooling fans that run on warm and sunny days. Considering solar projects only generate electricity during daylight hours, no noise is produced after sunset. The rated output frequency of inverters typical to the proposed project is 60 Hertz with an output frequency range of 57 to 63 Hertz, and the typical manufacturer specifications state

audible noise is 65 decibels at one meter and 77 degrees Fahrenheit. At five meters (or less than seventeen feet), noise ratings from manufacturers for a typical inverter the project will use indicate that noise levels are comparable to the perceived ambient noise of a quiet rural or suburban setting at nighttime – about 35-40 decibels. As shown in the table above for Section 901.102(a), the maximum sound pressure level at 63 Hertz is 71 decibels. Therefore, the proposed solar facility emits far less noise than the decibel limits outlined in Part 901. This demonstrates the proposed solar facility complies with the most restrictive sound emission limitations found in Part 901.

Further, due to the placement of the inverters within the project area, any noise will be effectively obstructed and dissipated by the other project components such that the decibel level from inverter fan noise will be indistinguishable from ambient noise at any point beyond the project area. As a result, the sound emissions from the solar facility will be far less than the most restrictive limits required by Part 901. In addition, since the sound produced by the inverters is typically audible only by those located next to the inverter, the land use setback rules for neighboring properties provide further assurance that the project complies with all applicable noise emission standards. The proposed use, once installed, is relatively passive and remains that way during the life of the facility. None of the facility's remaining components actively produce any significant sound.

Therefore, the Facility will be designed so that noise levels comply with all applicable ICPB regulations as required under this subsection.

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

FINDING: No solar panel, cell, or module will exceed twelve (12) feet in height at full tilt.

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

FINDING: All buried power lines and communication lines at the Project will be buried at a depth in accordance with the Agricultural Impact Mitigation Agreement ("AIMA") until same reach the property line or a substation adjacent to the property line. The AIMA for the Project signed by Applicant is attached hereto as **Appendix D**. The countersigned AIMA by the Illinois Department of Agriculture will be submitted prior to the hearing on this Application as set forth in the CSEF Statute.

- L. Perimeter fencing having a minimum height of 6 feet and maximum height of 25 feet shall be installed around the boundary of the solar farm. Knox boxes and keys shall be provided at locked entrances for emergency personnel access.*

FINDING: Perimeter fencing surrounding the Commercial Solar Energy Facility will be at least 6 feet in height and will be installed around the boundary of the Project. The fencing will be installed in accordance with the National Electric Code, which currently requires a minimum 7 feet tall fence. Knox boxes and keys will be provided at locked entrances for emergency personnel access.

M. *Signage – an appropriate warning sign shall be provided at the entrance to the facility and along the perimeter of the project. The sign at the entrance shall include the facilities 911 address and a 24-hour emergency contact number.*

FINDING: Appropriate warning signage will be provided at the entrance to the facility and along the perimeter fence of the Project. The sign at the entrance will include the Facility's 911 address and a 24-hour emergency contact number.

N. *The applicant shall maintain the fence and adhere to the weed/grass control plan.*

FINDING: The Applicant will maintain the fence and adhere to the weed/grass control plan included in the Vegetation Management Plan attached hereto as **Appendix C**.

O. *Use of Public Roads*

1. An Applicant proposing to use any County, municipality, township, or village road(s), for the purpose of transporting Commercial Solar Energy Facility or Substation parts and/or equipment for construction, operation, or maintenance of the Commercial Solar Energy Facility or Substation(s), shall:

a. Identify all such public roads; and

FINDING: The Project is located at the southwestern corner of the intersection of E. 400 North Road on the north and N. 900 East Road on the east. The Applicant has received preliminary site entrance approval from the Illinois Department of Transportation ("IDOT") to access the site off N 900 East Road as shown in the IDOT Preliminary Site Approval Correspondence attached hereto as **Appendix E**.

Applicant proposes using a haul route that exclusively utilizes IDOT roadways. The roadways include Highway 36 (under IDOT jurisdiction) to N. 900 East Road, also within IDOT jurisdiction, to access the Project site. Highway 36 will be accessed by roads under IDOT jurisdiction and not by roadways under County, village, township, or municipal jurisdiction. See the Haul Route Correspondence with County Engineer Eric Seibring attached hereto as **Appendix F** which confirms the jurisdiction of the road.

b. Obtain applicable weight and size permits from relevant government agencies prior to construction.

FINDING: Applicant will obtain all applicable weight and size permits from relevant government agencies prior to construction.

2. To the extent an Applicant must obtain a weight or size permit from the County, municipality, township or village, the Applicant shall:

a. Conduct a pre-construction baseline survey to determine existing road conditions for assessing potential future damage; and

FINDING: Applicant will conduct a pre-construction baseline survey to determine existing road conditions for assessing potential future damage with respect to the use of roadways for construction to the extent Applicant must obtain a weight or size permit, as may be required by the jurisdiction having authority over the roadway.

b. Any proposed public roads that will be used for construction purposes shall be identified and approved in writing by the respective Road District Commissioner and the County Engineer prior to the granting of the Special Use Permit. Traffic for construction purposes shall be limited to these roads. All overweight and/or oversized loads to be transported on public roads may require a permit from the respective highway authority. Any road damage caused by the transport of the facility's equipment, the installation, maintenance, or removal, must be completely repaired to the reasonable satisfaction of the Road District Commissioner and the County Engineer. The Road District Commissioner and County Engineer may choose to require either remediation of road repair upon completion of the Community Solar Energy Facility or are authorized to collect fees for overweight and/or oversized load permits. Further, financial assurance in an amount to be fixed by the Road District Commissioner to ensure the Road District or the County that future repairs are completed to their reasonable satisfaction shall be provided.

Applicant shall submit a draft form of said financial assurance with application for Special Use Permit.

FINDING: Applicant does not propose using any public roads governed by the County or Road District Commissioner. Applicant proposes using roadways exclusively under IDOT jurisdiction as set forth in the Haul Route Correspondence with County Engineer Eric Seibring, attached hereto as **Appendix E**. Accordingly, paragraph b above does not apply to the proposed Project. To the extent a public road is determined to be under the jurisdiction of the County or the Road District Commissioner,

Applicant intends to work in good faith to comply with paragraph b above.

c. Enter into a road use agreement with the County and each affected Road District that includes the following provisions, at a minimum:

- i. Project layout map;*
- ii. Transportation impact analysis;*
- iii. Pre-construction plans'*
- iv. Project traffic map;*
- v. Project scope of repairs;*
- vi. Post-construction repairs;*
- vii. Insurance;*
- viii. Financial Security in forms and amounts acceptable to the County;*

The road use agreement shall require Applicant to be responsible for the reasonable cost of improving roads used to construct Commercial Solar Energy Facility and the reasonable cost of repairing roads used by the facility owner during construction of the Community Solar Energy Facility so that those roads are in a condition that is safe for the driving public after the completion of the Commercial Solar Energy Facility construction. Roadways improved in preparation for and during the construction of the Community Solar Energy Facility shall be repaired and restored to the improved condition at the reasonable cost of the developer if the roadways have degraded or were damaged as a result of construction-related activities.

FINDING: Applicant does not propose using any public roads under the County or Road District jurisdiction. Rather, Applicant proposes using roadways exclusively in IDOT jurisdiction as set forth in the Haul Route Correspondence with County Engineer Eric Seibring, attached hereto as **Appendix E**. IDOT does not enter into road use agreements. Accordingly, paragraph c above does not apply to this Project.

3. All repairs and improvements to public roads and roadway appurtenances shall be subject to the prior approval of the County before being made and shall also be subject to inspection and acceptance by the County after such repairs and improvements are completed. The County's Road use agreement, and any further agreements contemplated therein, regarding the maintenance and repair of public roads and highways, must be approved by the County Board prior to the Board's approval of any Commercial Solar Energy Facility Building Permit applications related to the construction of the proposed Commercial Solar Energy Facility.

FINDING: Applicant does not propose using any public roads within the County or any roadway commission's jurisdiction. Rather, Applicant proposes using roadways exclusively in IDOT jurisdiction

as set forth in the Haul Route Correspondence with County Engineer Eric Seibring, attached hereto as **Appendix F**. IDOT does not enter into road use agreements. Accordingly, Subsection 3 above does not apply to this Project.

Along with the application for a Special Use Permit- the following shall be provided:

1) *Applicable fees- The fees listed in Article IV. A. 2. h. are not applicable to Solar Farm SUP applications.*

The special use application shall be accompanied by a fee of \$15,000.00. (See page 65 FEE SCHEDULE AND PERMITTING PROCESSES Application Fees)

FINDING: Applicant provided the fee of \$15,000 as confirmed by Piatt County in the Fee Confirmation Email attached hereto as **Appendix G**.

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

FINDING:

(a)(i) Applicant proposes constructing and operating a 4.99 megawatt (AC) Commercial Solar Energy Facility at the Property as indicated in the Zoning Site Plan attached hereto as **Appendix A**. The Project will be located on a 35 acre portion of the Property as described herein and situated on Piatt County Parcel Identification Number 07-13-16-005-003-05. The Project will consist of solar panels, racking, foundation piles, inverters, poles, underground and overhead lines.

(ii) While the specific solar modules and racking systems will depend on what is available from the supplier(s) at the time the order is placed, the potential equipment manufacturer(s) are companies such as Valmont for the racking equipment and Q Cells for the solar modules. The Applicant expects to utilize either these equipment manufacturers or a substantially similar manufacturer.

(iii) Q Cells' modules are engineered in Germany and manufactured in the United States, have an aluminum frame, and a thermally pre-stressed glass front cover with anti-reflection technology. The cell is monocrystalline solar half cells.

(iv) The exact number of solar modules required for the Facility is a function of the number of watts per panel. The number of modules will depend on what is available from the supplier(s) at the time the order is placed. Based on the information available today, the estimated number of solar modules needed for the proposed facility is 12,480 modules.¹ The number of solar panels (modules) will be finalized when the order for solar modules is placed prior to commencement of construction.

(v) The maximum height of the panels is twelve (12) feet above grade at full tilt.

(vi) The Project does not include construction of any new substations. However, the Project will include equipment pads for transformers and inverters. Currently, Applicant anticipates two (2) equipment pads.

(vii) The Zoning Site Plan for the Project is attached hereto as **Appendix A**. The Project will be constructed in a single phase which usually takes approximately six to nine months. Construction is estimated to commence fall 2025 or spring 2026 with the single phase of construction taking approximately six to nine months.

(viii) The Project is located on thirty five (35) acres at the southwest corner of the intersection of E. 400 North Road and N. 900 East Road in Piatt County, Illinois, parcel identification number 07-13-16-005-003-05.

(b) Applicant, Owner and Operator of the Project is Hammond Solar, LLC, an Illinois Limited Liability Company wholly owned by GreenKey Development, LLC.

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

FINDING: Applicant, Owner and Operator is Hammond Solar, LLC located at 2501 Chatham Road, Suite N, Springfield, Illinois 62704. Phone: (503) 207-2058.

The Property Owner is LSJEN, LLC, mailing address Attn: Les Jennings, 1469 E 600 North Rd., Ivesdale,

¹ Final number of modules will be included at building permit phase design documentation. The number of solar panels procured for the Facility will depend on what is available from the supplier(s) at the time the order is placed and is therefore subject to change. The nameplate capacity will not exceed 4.99 megawatts alternating current (AC).

IL, 61851-9406. Phone: (217) 678-2431.

Applicant's site control of the portion of the parcel designated for the Project is pursuant to a lease with Property Owner, relevant portions of which are attached hereto as **Exhibit H**.

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

FINDING: A Zoning Site Plan for the Project is attached hereto as **Appendix A**. The Zoning Site Plan shows the planned location of solar panels, including legal descriptions for the site, participating and non-participating residences, occupied community buildings, parcel boundary lines (including identification of adjoining properties), setback lines, public access roads and turnout locations, substation(s), operations and maintenance buildings, electrical cabling to the substation(s), ancillary equipment and third party transmission lines. There are no wetlands flood plain, underground mines, scenic and natural areas within one thousand five hundred (1,500) feet of the proposed Commercial Solar Energy Facility. The Property does not include any structures. To the extent drainage tiles are able to be mapped, such survey will be provided as part of the building permit process as set forth in the CSEF Statute.

5) A copy of the FEMA/FIRM map showing the subject property.

FINDING: The Applicant hereby submits the FEMA FIRM Panel Map indicating that the Project is not within a floodplain. See FEMA FIRM Map attached hereto as **Appendix I**.

6) An NRI/LESA report from the Piatt County Soil and Water district.

FINDING: The Applicant requested the NRI/LESA report from the Piatt County Soil and Water District as set forth in the NRI/LESA Request attached hereto as **Appendix J**.

7) The applicant shall submit an acceptable weed/grass control plan for property inside and outside the fenced area for the entire property. The Operating Company or Successor shall adhere to the weed/grass control plan during the operation of the Solar Farm.

FINDING: The Vegetation Management Plan including, among other things, the weed/grass control

plan for the Project is attached hereto as **Appendix C**. The Applicant is the owner and operator of the Project and will adhere to the weed/grass control plan during the operation of the solar farm.

- 8) *Solar Farm Developers shall be required to initiate a natural resource review consultation through the Illinois Dept. of Natural Resources through the Departments' online EcoCat Program. Areas reviewed through this process will be endangered species and wetlands. The cost of the EcoCat consultation shall be borne by the developer.*

FINDING: The Illinois Department of Natural Resources ("IDNR") EcoCAT is attached hereto as **Appendix K**. In the EcoCAT, the IDNR found that "[t]he Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location." Accordingly, the IDNR letter states "Consultation [was] terminated."

9) *Site Assessment*

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

FINDING: Applicant will submit soil and geotechnical boring reports to the County Engineer as part of the building permit for the Project. Applicant will also follow the guidelines for Conservation Practices Impact Mitigation submitted by the County Soil and Water Conservation District (or equivalent regulatory agency) in accordance with state regulations, such as the AIMA, IDNR and IL EPA. Also, the Applicant will submit grading plans for the proposed Substations for review and comment by the County Soil and Water Conservation District prior to the issuance of any Commercial Solar Energy Facility Building Permit for the construction of the Project.

10) *Agricultural Impact Mitigation*

Pursuant to 505 ILCS 147/15(a), the Applicant, at its expense, shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture prior to any public hearing required before a siting decision on the Commercial Solar Energy Facility application. All impacted agricultural land, whether impacted during construction, operation, or decommissioning activities, must, at a minimum, be

remediated by the Applicant pursuant to the terms of the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture. The Applicant shall submit the executed Agricultural Impact Mitigation Agreement to the County as part of the Special Use Permit application.

FINDING: A copy of the Agricultural Impact Mitigation Agreement (“AIMA”) for the Project is attached hereto as **Appendix D**. All impacted agricultural land, whether impacted during construction, operation, or decommissioning activities, will, at a minimum, be remediated by the Applicant pursuant to the terms of the AIMA.

- 11) *A written demonstration shall be provided that the applicant is in the queue to acquire an Interconnect agreement. Prior to the site becoming operational, a copy of an interconnect agreement with the appropriate electric utility, or a written explanation outline why an interconnection agreement is not necessary shall be provided to the County.*

FINDING: Proof that Applicant is in the queue for interconnection with Ameren for this Project is attached hereto as **Appendix L**.

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

FINDING: The topographic map for the Project showing the location of the Facility in addition to surrounding areas is attached hereto as **Appendix M**.

- 13) *Any other information normally required by the County as part of its permitting requirements for siting buildings or other structures.*

FINDING: Applicant hereby provides all information required by the CSEF Statute, CSEF Ordinance and applicable law.

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

FINDING: Applicant complies with all setbacks in the CSEF Ordinance and therefore does not require any waivers for this Project.

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

FINDING: The EcoCAT for the Project is attached hereto as **Appendix K**. In the EcoCAT, the IDNR found that “[t]he Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.” Accordingly, the IDNR letter states “Consultation [was] terminated.”

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

FINDING: Applicant hereby submits the United States Fish and Wildlife Services Information for Planning and Consultation report (“IPaC”) as **Appendix N**. Applicant agrees to follow the recommendations and requirements set forth in the IPaC as required by law.

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

FINDING: Applicant engaged the Illinois Department of Natural Resources, U.S. Fish and Wildlife Services and other governmental agencies. The Project does not involve nor impact any protected lands as demonstrated in the EcoCAT, IPaC, FEMA FIRM Map and National Wetland Inventory Map attached hereto as **Appendices K, N, I and O**, respectively. Therefore, the Facility will avoid protected lands.

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

FINDING: Applicant hereby submits all information requested by the County at the time of submission of this Application. Applicant has demonstrated compliance with the CSEF Statute and CSEF Ordinance.

19) *Material changes to the application are not permitted once the notice of the public hearing has been published, unless requested or permitted by the County.*

FINDING: Applicant acknowledges paragraph 19 above.

- 20) *The Applicant shall submit fourteen (14) copies of the Special Use Permit application to the County, and at least one (1) copy in electronic format.*

FINDING: Applicant hereby submits fourteen (14) physical copies of this Application and one (1) copy of this Application in electronic format.

21) *Engineer's Certificate*

The Commercial Solar Energy Facility engineer's certificate shall be completed by a structural engineer registered in the State of Illinois or by a Professional Engineer with a certification from a structural engineer registered in the State of Illinois and shall certify that the specific soils and subsurface conditions at the site can support the apparatus, given local soil, subsurface and climate conditions. The Commercial Solar Energy Facility engineer's certificate shall be a public record and shall be submitted as part of the Special Use Permit application.

FINDING: A copy of the Zoning Site Plan signed and sealed by a Professional Engineer registered in the State of Illinois and is attached hereto as **Appendix A**. The construction plans for the Project, completed after site approval with a special use permit and geotechnical investigation, will include a certification from a structural engineer registered in the State of Illinois certifying that the specific soils and subsurface conditions at the site can support the apparatus, given local soil, subsurface conditions and climate conditions.

22) *Conformance with Approved Application and Plans. The Applicant shall construct and operate the Commercial Solar Energy Facility in substantial conformance with the construction plans contained in a County approved submitted Special Use Permit application(s), conditions placed upon the operation of the Facility, this ordinance and all applicable state, federal and local laws, and regulations.*

FINDING: The Applicant will construct and operate the Solar Energy Facility in conformance with the construction plans as approved by the County in conformance with this Special Use Permit Application and in accordance with all applicable state, federal, local laws and regulations.

23) *Additional Terms and Conditions*

1. *All technical submissions as defined in the Professional Engineering Practice Act of 1989 (225 ILCS 325/4(w)) and contained in the Special Use Permit Application shall be prepared and signed by an Illinois Professional Engineer (or structural*

engineer) for the relevant discipline.

FINDING: All technical submissions as defined in the Professional Engineering Practice Act of 1989 will be prepared, stamped, and signed by an Illinois Professional or structural Engineer as required by law.

2. *As-Built Map and Plans -Within sixty (60) calendar days of completion of construction of the Commercial Solar Energy Facility, the Applicant or Operator shall deliver "as-built" maps, site plan and engineering plans for the Commercial Solar Energy Facility that have been signed and stamped by a Professional Engineer and a licensed surveyor.*

FINDING: Within sixty (60) calendar days of completion of construction of the Commercial Solar Energy Facility, the Applicant will deliver "as-built" maps, site plan and engineering plans for the Commercial Solar Energy Facility that have been signed and stamped by a Professional Engineer and a licensed surveyor.

3. *The County may retain a qualified, independent code inspector or professional engineer both to make appropriate inspections of the Commercial Solar Energy Facility during and after construction and to consult with the County to confirm that the construction, substantial repair, replacement, repowering and/or decommissioning of the Commercial Solar Energy Facility is performed in compliance with applicable electrical and building codes. The cost and fees incurred by the County in retaining said inspector or engineer shall be promptly reimbursed by the Applicant of the Commercial Solar Energy Facility.*

FINDING: Applicant acknowledges paragraph 3 above.

4. *The Special Use Permit granted to the Applicant shall bind and inure to the benefit of the Applicant, its successors-in-interest, and assigns. If any provision in this Ordinance, or conditions placed upon the operation of the Commercial Solar Energy Facility is held invalid, such invalidity shall not affect any other provision of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions in this Ordinance are severable.*

FINDING: Applicant acknowledges paragraph 4 above.

5. *The Applicant shall provide an executed road use agreement between the Applicant and the appropriate governing road and highway jurisdictions or the Illinois Department of Transportation, to the County showing approved entrances prior to the issuance of any Commercial Solar Energy Facility Building Permit.*

FINDING: The Project is utilizing IDOT roadways for hauling and site access purposes as demonstrated in **Appendices E and F** hereto. IDOT preliminary approval of the site entrance is attached hereto as **Appendix E**. The Applicant does not anticipate a Road Use Agreement will be required for this project since all roadways are under IDOT jurisdiction. To the extent required, Applicant will provide an executed road use agreement prior to the building permit. The Applicant will provide documentation showing an approved entrance prior to issuance of the building permit.

OPERATION

A. Maintenance

1. *Annual Report. The Applicant must submit, on an annual basis on the anniversary date of the Special Use Permit application, an operation and maintenance report to the County. The report shall contain the following information: (i) a general description of any physical repairs, replacements or modification(s) to the Commercial Solar Energy Facility and/or its infrastructure; (ii) complaints pertaining to setbacks, noise, appearance, safety, lighting and use of any public roads received by the Applicant concerning the Commercial Solar Energy Facility and the resolution of such complaints; (iii) calls for emergency services; (iv) status of liability insurance; and (v) a general summary of service calls to the Commercial Solar Energy Facility. Failure to provide the annual report shall be considered a material violation of this Ordinance and subject to Article XI (Remedies).*

FINDING: Applicant acknowledges paragraph (A)(1) set forth above.

2. *Re-Certification. Any physical modification to the Commercial Solar Energy Facility that alters the mechanical load, mechanical load path, or major electrical components shall require re- certification under Section VI (A)(1) of this Ordinance. Like-kind replacements and modifications that are made in the ordinary course of operations, including expected repairs and warranty items, shall not require re-certification. Prior to making any physical modification (other than a like-kind replacement or other modifications made in the ordinary*

course of operations), the Applicant shall confer with a relevant third-party certifying entity identified in Design and Safety Certification section, paragraph 1, of this Ordinance to determine whether the physical modification requires re-certification.

FINDING: Applicant acknowledges paragraph (A)(2) above.

B. Coordination with Emergency Responders:

1. *The Applicant shall submit to the local emergency responders a copy of the Site Plan, Standard Operating Procedures (SOPs) and Standard Operating Guidelines (SOGs), and any amendments to such documents, for the Commercial Solar Energy Facility so that the local law enforcement, fire protection district and rescue units, emergency medical service providers and emergency management service providers that have jurisdiction over each site may evaluate and coordinate their emergency response plans with the Applicant of the Commercial Solar Energy Facility.*

FINDING: The Applicant will submit to the local emergency responders a copy of the Site Plan, Standard Operating Procedures (SOPs) and Standard Operating Guidelines (SOGs), and any amendments to such documents, for the Commercial Solar Energy Facility so that the local law enforcement, fire protection district and rescue units, emergency medical service providers and emergency management service providers that have jurisdiction over each site may evaluate and coordinate their emergency response plans with the Applicant of the Commercial Solar Energy Facility.

2. *The Applicant, at its expense, shall provide annual training for, and the necessary equipment to, the Operator and local emergency response authorities and their personnel so that they can properly respond to a potential emergency at the Commercial Solar Energy Facility.*

FINDING: The Applicant, at its expense, will provide annual training for the Operator and local emergency response authorities and their personnel so that they can properly respond to a potential emergency at the Commercial Solar Energy Facility. Based on experience with other emergency response districts, it is Applicant's understanding that no specialized equipment will be required other than that already owned by the local emergency response authorities.

3. *The Applicant and the Operator shall cooperate with all local emergency responders to develop an emergency response plan. The plan shall include, at a minimum, 24-hour contact information (names, titles, email addresses, cell phone numbers) for the Applicant and the Operator and at least three (3) designated Commercial Solar Energy Facility*

representatives (a primary representative with two (2) alternate representatives, each of whom are on-call "24 hours per day / 7 days per week / 365 days per year"). Any change in the designated Commercial Solar Energy Facility representative or his/her contact information shall be promptly communicated to the County. The content of the emergency response plan, including the 24-hour contact information, shall be reviewed and updated on an annual basis.

FINDING: The Applicant will cooperate with all local emergency responders to develop an emergency response plan. The plan will include, at a minimum, 24-hour contact information (names, titles, email addresses, cell phone numbers) for the Applicant and the Operator and at least three (3) designated Commercial Solar Energy Facility representatives (a primary representative with two (2) alternate representatives, each of whom are on-call "24 hours per day / 7 days per week / 365 days per year"). Any change in the designated Commercial Solar Energy Facility representative or his/her contact information will be promptly communicated to the County. The content of the emergency response plan, including the 24-hour contact information, will be reviewed and updated on an annual basis.

4. *Nothing in this section shall alleviate the need to comply with all other applicable life safety, fire / emergency laws and regulations.*

FINDING: Applicant acknowledges paragraph (B)(4) above.

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

1. *All solid wastes related to the construction, operation and maintenance of the Commercial Solar Energy Facility shall be removed from the site promptly and disposed of in accordance with all federal, state and local laws.*

FINDING: The Project will not generate solid waste. However, to the extent any solid waste is generated, it will be removed from the site promptly and disposed of in accordance with all federal, state and local laws.

2. *All hazardous materials related to the construction, operation and maintenance of the Commercial Solar Energy Facility shall be handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws.*

FINDING: There are no hazardous materials at the Project. However, to the extent any hazardous materials are brought into the Project, such materials will be handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws.

3. *The Commercial Solar Energy Facility shall comply with existing septic and well regulations as required by the County Health Department and the State of Illinois Department of Public Health.*

FINDING: The project will not require well or sewer systems. To the extent any septic or well systems become required, Applicant will comply with existing septic and well regulations as required by the County Health Department and the State of Illinois Department of Public Health.

D. Signage

Signage regulations are to be consistent with ANSI (American National Standards Institute) standards. A reasonably visible warning sign concerning voltage shall be placed at the base of all pad- mounted transformers and substations, and at all entrances to the Commercial Solar Energy Facility.

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

E. Drainage Systems

The Applicant, at its expense, will repair, in a prompt and timely manner, all waterways, drainage ditches, agricultural drainage systems, field tiles, or any other private and public infrastructure improvements damaged during construction, maintenance and operation phases of the Commercial Solar Energy Facility in accordance with the Agricultural Impact Mitigation Agreement.

FINDING: The Applicant, at its expense, will repair, in a prompt and timely manner, all waterways, drainage ditches, agricultural drainage systems, field tiles, or any other private and public infrastructure improvements damaged during construction, maintenance and operation phases of the Project in accordance with the AIMA.

DECOMMISSIONING AND SITE RECLAMATION PLAN REQUIRED

Applicant (or Owner, if different from Applicant) must submit a Decommissioning Plan with cost estimation to the County as part of the siting application and provide testimony supporting the calculation of costs provided in said plan during the public hearing on the application. Prior to receiving any building permit for the Commercial Solar energy Facility, the Applicant or Owner shall provide a Decommissioning Agreement and post the required Financial Assurances for the

benefit of the County. The Decommissioning Agreement and Financial Assurances shall comply with 55 ILCS 5/5-12020. Periodically, and as required by the Agricultural Impact Mitigation Agreement, the Owner must update the Decommissioning Plan, cost estimations, and provide update Financial Assurances to the benefit of the County.

FINDING: The Decommissioning and Site Reclamation Plan for the Project is included with this Application as **Appendix P** in accordance with this requirement.

LIABILITY INSURANCE AND INDEMNIFICATION

Commencing with the issuance of a Commercial Solar Energy Facility Building Permit, the Applicant shall maintain a current general comprehensive liability policy and automobile liability coverage covering bodily injury, death and illness, and property damage with limits of at least Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate; and, shall further maintain the above-stated lines of insurance from delivery of the Notice to Proceed by the Applicant for the Commercial Solar Energy Facility, in coverage amounts of at least Five Million Dollars (\$5,000,000.00) per occurrence and Twenty Million Dollars (\$20,000,000.00) in the aggregate during the life of the Commercial Solar Energy Facility. The Applicant shall file the original certificate of insurance upon commencement of project construction prior to the issuance of a Commercial Solar Energy Facility Building Permit, corresponding policies, and endorsements to be provided within sixty (60) days of issuance, and at each subsequent renewal, at least annually thereafter.

The Applicant shall defend, indemnify and hold harmless the County and its officers, appointed and elected officials, employees, attorneys, engineers and agents (collectively and individually, the "Indemnified Parties") from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney's fees relating to or arising out of the issuance of the Special Use Permit or the construction, operation, maintenance and removal of the Commercial Solar Energy Facility including, without limitation, liability for property damage or personal injury (including death or illness), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence) or any acts or omissions of the Applicant, the Owner or the Operator under this Ordinance or the Special Use Permit, except to the extent any such claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities arise from the negligence or intentional acts of such Indemnified Parties. This general indemnification shall not be construed as limiting or qualifying the County's other indemnification rights

available under the law.

FINDING:

The Applicant will maintain general comprehensive liability and automobile liability insurance coverage in compliance with the CSEF Statute and CSEF Ordinance. The Applicant will file the original certificate of insurance with its application for a building permit.

REMEDIES

- A. *The Applicant's failure to materially comply with any of the provisions under the Special Use Permit, any conditions imposed on the project, and/ or failure to comply with any law or regulation shall be a default and shall be grounds for revocation of the Special Use Permit by the County Board.*

FINDING: Applicant acknowledges section A above.

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

FINDING: Applicant acknowledges section B above.

FEE SCHEDULE AND PERMITTING PROCESSES

1. *Application Fees*

- a. *Prior to processing any Application for a Commercial Solar Energy Facility, the Applicant must submit a certified check to the County for the Application Fee of \$15,000. These funds shall be placed in an FDIC insured account and will be used to cover the county's cost incurred in processing the Application.*

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

2 Building Permit Fees

- a. Prior to the issuance of building permits, the Building Permit Applicant must deposit a Building Permit Fee equating to \$1,500 per megawatt (mW) of nameplate capacity. If the total nameplate capacity is less than 1 mW, the building permit fee shall be reduced pro rata.*

3 All Costs to be Paid by Applicant or Owner

- a. In addition to all fees noted above, the Applicant or Owner shall pay all costs incurred by the County, including but not limited to, those costs associated with all offices, boards, and commissions of the County, and third-party costs incurred by the County. This includes, but is not limited to, the direct or indirect costs associated with the hearing, permitting, operations, inspections, decommissioning, litigation, disputes, and/or negotiations.*

FINDING: Applicant acknowledges sections 1, 2 and 3 above.

HEARING FACILITATOR

The County may engage the services of a hearing facilitator. The hearing facilitator shall be an independent contractor who shall conduct a hearing in accordance with all applicable rules of the board and the county but has no adjudicatory responsibility other than ruling on requests for continuances, procedural matters, admissibility of evidence and the propriety of any arguments.

The hearing facilitator shall be an attorney, licensed to practice in the State of Illinois. The Applicant shall reimburse the county for the fees and costs charged by the facilitator.

FINDING: Applicant acknowledges this Section regarding the Hearing Facilitator above.

HEARING FACTORS

The County Board may approve a Commercial Solar Energy Facility Special Use Permit application, if it finds the evidence complies with state and federal law and regulations, and

with the standards of this zoning code including the factors listed below. The factors below are applied as a balancing test, not individual requirements to be met.

- a. *The establishment, maintenance or operation of the Commercial Solar Energy Facility will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;*
- b. *The Commercial Solar Energy Facility will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values of surrounding properties;*
- c. *The establishment of the Commercial Solar Energy Facility will not impede the normal and orderly development and improvement of the surrounding properties;*
- d. *Adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;*
- e. *Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;*
- f. *The proposed Commercial Solar Energy Facility is not contrary to the objectives of the current comprehensive plan of the County (if any); and*
- g. *The Commercial Solar Energy Facility shall, in all other respects, conform to the applicable regulations of this Ordinance and the zoning district in which it is located (if a zoning ordinance is in effect), except as such regulations may, in each instance, be modified pursuant to the recommendations of and approved by the County Board.*

FINDING: According to Illinois State Law, 55 ILCS 5/5-12020, counties may only consider specific criteria set forth in the CSEF Statute when approving CSEF facilities in the state of Illinois (“State Approved CSEF Siting Criteria”). See §5-12020(b)(instructing that a county siting ordinance “may not include requirements for commercial wind energy facilities or commercial solar energy facilities that are more restrictive than specified in this Section”). Illinois courts are clear that when a municipal ordinance is inconsistent with state law, then it is suspended or rendered unenforceable. *City of Burbank v. Czaja*, 331 Ill. App. 3d 369, 378 (2002); *Lily Lake Rd. Defs. v. Cnty. of McHenry*, 156 Ill. 2d 1, 15 (1993). Counties and municipalities cannot adopt an ordinance that infringes on the spirit of a state law or that is repugnant to the general policy of the state. *Vill. of Northfield v. BP Am., Inc.*, 403 Ill. App. 3d 55, 58 (2010); *Hawthorne v. Vill. of Olympia Fields*, 204 Ill. 2d 243, 258 (2003).

Recently, in the Circuit Court of the Thirteenth Judicial District in Grundy County, the Honorable Sheldon R. Sobol found that the CSEF Statute does not permit the use of “LaSalle Factors” or any factors other than those specifically stated in the CSEF Statute when a County reviews a special use permit application for a Commercial Solar Energy Facility:

THE COURT: ...And in reviewing the statute -- the statute subject here,

5-12020, is one that permits the County a very limited ability to set rules which is different than what is provided for in the County's code.

So this is much more limiting in nature in what the County has the right to say for the special-use permit when it comes to these solar facilities. And in this case... those limited requirements that are satisfied, once those are all satisfied, if the applicant has satisfied them, then it is required that the County issues the special-use permit. That's the "shall be issued" language that is in the statute.

...

The discretion that the County has is to implement these certain restrictions that are provided for in the 12020. **The County does that and you satisfy and check off each of those boxes, then you shall issue the special-use permit**, and that's the situation that were founded [sic].

Equity Solar Illinois, Inc v. Grundy County, et. al, Illinois Thirteenth Judicial Circuit (Case No. 24-CF-10) May 8, 2025, pages 7-10 ("the Grundy County Case"). *Emphasis Supplied*. A copy of the Grundy County Case Transcript is attached hereto as **Appendix Q**.

Accordingly, Applicant submits that the County's general Hearing Factors for Special Use Permits ("Hearing Factors") do not apply to Commercial Solar Energy Facilities regulated by the CSEF Statute.

Per the CSEF Statute and the Grundy County Case, the allowable county solar siting analysis is not the standard of review set forth in the Hearing Factors, but rather is a "check the box" type of compliance analysis that only includes the State Approved CSEF Siting Criteria. See CSEF Statute, §5-12020(b). In particular, Applicant's "request for siting approval ... **shall be approved if the request is in compliance** with the standards and conditions imposed in [the CSEF Statute], the zoning ordinance adopted **consistent with this Code**, and the conditions imposed under State and federal statutes and regulations." See §5-12020(g)(emphasis supplied). In conflict with the County's rubric, the CSEF Statute does not provide for a discretionary or selective process for CSEF siting approval. Rather, the State Approved CSEF Siting Criteria is limited to certain items listed below:

- 1) Setback standards §5-12020(e)(3)
- 2) Fencing standards §5-12020(e)(4)
- 3) Height standards §5-12020(e)(5)
- 4) Sound standards §5-12020(f)
- 5) Permit fee conditions §5-12020(i)
- 6) Standards set forth in the AIMA §5-12020(j)and (j-5)
- 7) Vegetative screening standards §5-12020(l)

- 8) IDNR EcoCAT results §5-12020(n)(1) and (o)
- 9) US Fish and Wildlife IPaC results and recommendations §5-12020(n)(2)
- 10) IDNR and Illinois Nature Preserve Commission results and recommendations §5-12020(p)(1) and (2)
- 11) Evidence of consultation with Illinois State Historic Preservation Office §5-12020(q)
- 12) Vegetative cover and management plan standards §5-12020(r)
- 13) Roadway agreement standards §5-12020(s)
- 14) Drainage system damage standards §5-12020(s-5)

As demonstrated in this Burden of Proof, supporting documentation and the Special Use Permit Application, all State Approved CSEF Criteria and allowable CSEF Ordinance criteria have been met. Therefore, the Applicant respectfully requests that this Application for CSEF special use permit be approved without interference of the Hearing Factors.

However, even if the Hearing Factors are applied, this Special Use Permit Application should still be granted as discussed below.

- a. *The establishment, maintenance or operation of the Commercial Solar Energy Facility will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;*

FINDING: The CSEF Statute does not provide a basis for permitting counties to consider whether the “establishment, maintenance or operation of the Commercial Solar Energy Facility (“CSEF”) will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.” CSEF Ordinance, Hearing Factor (a). Imposing such additional criteria for analysis in CSEF siting approval is therefore in direct conflict and more restrictive than the standards set forth in the CSEF Statute and cannot be considered. CSEF Statute §5-12020(b).

Even if the additional factors of public health, safety, morality, comfort and general welfare are considered at this proposed CSEF hearing, the Legislature of Illinois made it clear that “[i]t is the policy of this State that the use of solar energy systems should be encouraged because they conserve nonrenewable resources, reduce pollution **and promote the health and well-being of the people** of this State.” See 35 ILCS 200/10-5 (emphasis added).

Further, this proposed CSEF facility is consistent with Illinois governmental intent to encourage and support solar power development. The State of Illinois Public Act 102-0662 (The Climate and Equitable Jobs Act) created a policy target for the State to transition to net-zero carbon emissions. 20 ILCS 3855/1.5 provides the General Assembly finds and declares “To provide the highest quality of life for the residents of Illinois and to provide for a clean and **healthy environment**, it is the policy of this State to rapidly transition to 100% clean energy by 2050”. (emphasis supplied). Further, Section 5-10 of this Public Act 102-0662 states the “clean energy economy in Illinois can be a vehicle

for expanding equitable access to public health, safety, a cleaner environment, quality jobs, and economic opportunity.”

Considering the express intentions of the Illinois Legislature, this proposed CSEF Facility is encouraged by the State of Illinois as a way to enhance and elevate public health, safety, morals, comfort and general welfare. Therefore, even if Hearing Factor (a) is considered for purposes of granting this Special Use Permit Application, the Project complies squarely within this factor.

- b. *The Commercial Solar Energy Facility will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values of surrounding properties;*

FINDING: The CSEF Statute does not provide a basis for permitting counties to consider whether “[t]he Commercial Solar Energy Facility will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values of surrounding properties[.]” CSEF Ordinance (b). Imposing such additional criteria for analysis in CSEF siting approval is therefore in direct conflict and more restrictive than the standards set forth in the CSEF Statute and cannot be considered. CSEF Statute §5-12020(b).

Even if Hearing Factor (b) were considered, the proposed CSEF will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted. There will be no impact on neighboring landowners or homeowners. The proposed use is a self-contained facility that will have no anticipated adverse impacts beyond the perimeter fence of the facility.

In particular, the Facility complies with setbacks for all adjacent property lines. Notably, the Facility is a passive use that requires minimal maintenance and truck traffic. In comparison to other uses permitted in the Agricultural zoning district, including without limitation a dairy, stock and poultry farming and the operation of related machinery and farm equipment, all of which produce effects beyond the boundary lines of a property, the Facility will not have any impact past the property line. There are no odors, dust, glare, or any noise associated with the Facility that will be perceptible past the property line, which is in contrast to the aforementioned agricultural uses. By way of example, the Property could be utilized for corn and soybean farming and a combine harvester could be run right up to the property line, which would result in much greater impacts on surrounding property. Thus, the Facility will not be injurious to any residential or agricultural uses permitted in the Agricultural zoning district nor enjoyment of other properties in the immediate vicinity.

Further, the proposed CSEF will not substantially diminish and impair values of surrounding properties. A robust report conducted by Cohn Reznick LLP to assess the impacts of a solar facility on property values concluded that there is no consistent negative impact on adjacent property.² This

² Bowen, Erin C. and Lines, Andrew R. Cohn Reznick LLP. “Real Estate Adjacent Property Value Impact Report: Academic and Peer Authored Property Value Impact Studies, Research and Analysis of Existing Solar Facilities, and Market Participant and Assessor Interviews”. April 5, 2024. Chicago, Illinois.

report is based on academic studies, peer-authored studies, dozens of in-house studies conducted by Cohn Reznick and over 75 interviews with County and Township assessors who have solar facilities within their jurisdiction.

The Cohn Reznick report is supported by studies by licensed appraisers on the impacts of a solar facility on neighboring property values, showing that there is no or negligible impacts to property values. In this report by Kirkland Appraisals, LLC's, the licensed appraisers found that the criteria for making downward adjustments on property values such as appearance, noise, odor, and traffic all indicate that a solar farm is a compatible use in rural/residential areas.³ The subject property is located in an Agricultural/Conservation zoning district, is self-contained and will have no anticipated adverse impacts outside of the perimeter fence or the subject property.

By way of comparison, even wind farms do not have a material impact on neighboring property values. The National Association of Realtors comprehensive study "Field Guide to Wind Farms and Their Effects on Property Values" (the "Property Value Report") found the impact of wind energy generation on neighboring property values to be negligible.⁴ As solar farms do not have the same impacts as wind farms (i.e., PV facilities do not cast a shadow on neighboring properties, cause light flicker or flashing, or have the same visual impact as wind farms), the impacts on property values caused by solar farms are anticipated to be much less than the impacts of wind farms. *Id.* Even if legitimate concerns exist regarding neighboring property values, 55 ILCS 5/5-12020(k) states "[a] county may not condition approval of a...commercial solar energy facility on a property value guarantee". In other words, the Illinois Legislature does not approve a denial of solar siting due to a fear of a negative impact on property values.

Therefore, even if Hearing Factor (b) is considered, the Facility is compliant with such factor.

- c. *The establishment of the Commercial Solar Energy Facility will not impede the normal and orderly development and improvement of the surrounding properties;*

FINDING: The CSEF Statute does not provide a basis for permitting counties to consider whether "The establishment of the Commercial Solar Energy Facility will not impede the normal and orderly development and improvement of the surrounding properties [.]" CSEF Ordinance, Hearing Factors (c). Imposing such additional criteria for analysis in CSEF siting approval is therefore in direct conflict and more restrictive than the standards set forth in the CSEF Statute and cannot be considered. CSEF Statute §5-12020(b).

³ Kirkland Appraisals, LLC, "Fox Solar Impact Study" (Raleigh, North Carolina, June 28, 2016).

⁴ National Association of Realtors, "Field Guide to Wind Farms and Their Effect on Property Values" (Chicago, IL, 2017), <https://www.nar.realtor/field-guides/field-guide-to-wind-farms-their-effect-on-property-values>.

Even if the Hearing Factor (c) is considered, the proposed CSEF will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The proposed use is allowed as a Special Use in the Agricultural zoning district. The proposed use fits in with the rural nature of the area and will not impede orderly development and improvement of other property. Adequate utilities, access roads, drainage or necessary facilities exist or will be provided. The installation of solar panels will have a negligible impact on the existing drainage capabilities of the Property. Adequate measures have been taken or will be taken to provide ingress and egress to the Facility to minimize traffic congestion in the public streets. After construction, it is expected the Facility will require one vehicle trip every four to six weeks and access is proposed from a state highway that can accommodate this marginal increase in traffic.

Therefore, even if Hearing Factor (c) is considered, the establishment of the CSEF will not impede normal and orderly development and improvement of surrounding properties and such Hearing Factor is satisfied.

- d. *Adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;*

FINDING: The proposed CSEF is sited adjacent to the existing electric utility grid and there is public access available at the Property. The proposed CSEF does not require public utilities such as sewer and water. The proposed Facility will be in compliance with all drainage regulations in accordance with the AIMA as well as storm water pollution prevention. As a result, there are adequate public utilities, access roads, drainage and/or necessary facilities for the proposed CSEF. Therefore Hearing Factor (d) is satisfied.

- e. *Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;*

FINDING: As discussed above, the Applicant is utilizing only roadways in the IDOT jurisdiction and has obtained preliminary entrance approval from IDOT as demonstrated in **Appendix E** hereto. There is no material increase to traffic caused by the proposed Facility. Applicant will obtain all required entrance and weight permitting as required. This process will ensure adequate measures are taken to provide appropriate ingress and egress to the CSEF. Once construction is complete, the Facility is unmanned and is anticipated to generate approximately one vehicle trip in a pick-up truck every four to six weeks. Therefore, Hearing Factor (e) is satisfied.

- f. *The proposed Commercial Solar Energy Facility is not contrary to the objectives of the current comprehensive plan of the County (if any); and*

FINDING: The Piatt County Comprehensive Plan ("The Plan") sets forth several goals with respect to land use and development – many of which the Project fits into squarely. To

highlight a few, the over-arching goal in The Plan is to “[u]se land for the affordance of employment, residence, and recreation while ensuring the capacity of that land to be used in such ways indefinitely, while recognizing individual landowners’ rights.” *Piatt County Comprehensive Plan*, page 9-21.

The Project is uniquely situated on land suitable for the development of a commercial solar energy facility due, in large part, to the existing electrical infrastructure and availability of land to develop an approximately 35 acre project. Further, the Project is well-suited for its placement in the Agricultural zoning district because the Facility does not require any water, sewer, special traffic considerations or other burdens on public services that housing, industrial and retail-type establishments typically need.

Moreover, the Project preserves and protects the agricultural nature of the Corridor. For example, the Project has the opportunity for agri-voltaics where the land beneath the solar array may be used for sheep rearing or bee keeping.⁵ The Project is also temporary use of Agricultural land with the requirement to return the land and soils back to agricultural use at the termination of the Project’s useful life pursuant to the AIMA and underlying Lease agreement. Accordingly, the Project squarely satisfies Piatt County Comprehensive Plan “Objective 1.1: Develop land in densities and patterns that are consistent with the long-term continuation of agriculture as a primary land use.” *Piatt County Comprehensive Plan*, page 9-21.

Therefore, even if Hearing Factor (f) is applied, the Project satisfies such factor.

- g. *The Commercial Solar Energy Facility shall, in all other respects, conform to the applicable regulations of this Ordinance and the zoning district in which it is located (if a zoning ordinance is in effect), except as such regulations may, in each instance, be modified pursuant to the recommendations of and approved by the County Board.*

FINDING: The Project in all other respects, conforms to the applicable regulations of the CSEF Ordinance and the Agricultural Zoning District, as regulated by the CSEF Statute as demonstrated in this Application and supporting documentation. Therefore Hearing Factor (g) is satisfied.

1. Special Use Permit Conditions and Restrictions. The County Board may stipulate conditions, guarantees and restrictions, upon the establishment, location, construction, maintenance, and operation of the Commercial Solar Energy Facility as are deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements of this

⁵ While Applicant is not in the sheep herding or bee keeping businesses, Applicant has a strong history of working with qualified farmers to create successful long-term agri-voltaic partnerships.

Ordinance.

FINDING: Applicant acknowledges paragraph 1 set forth above.

2. Revocation.

- a. In any case where a Special Use Permit has been approved for a Commercial Solar Energy Facility, the Applicant shall apply for a Commercial Solar Energy Facility Building Permit from the County and all other permits required by other government or regulatory agencies to commence construction, and commence and actively pursue construction of the Project within thirty-six (36) months from the date of the granting of the Special Use Permit. If the Applicant fails to apply for a Commercial Solar Energy Facility Building Permit from the County and all other permits required by other government or regulatory agencies prior to construction and/or fails to commence and actively pursue construction of the Project within the thirty-six (36) month period, then without further action by the County Board, the Special Use Permit authorizing the construction and operation of the Commercial Solar Energy Facility shall be automatically revoked and void. Upon written request supported by evidence that the Applicant has diligently pursued issuance of all necessary government and regulatory permits for the Project required to commence construction and that any delay in commencement of construction of the Project is due to conditions out of his/her/its control, the County Board, in its sole discretion, may extend the above thirty-six (36) month period by passage of an ordinance that amends the Special Use Permit.*
- b. The Special Use Permit shall be subject to revocation if the Applicant dissolves or ceases to do business, abandons the Commercial Solar Energy Facility or the Commercial Solar Energy Facility ceases to operate for more than twelve (12) consecutive months for any reason.*
- c. Subject to the provisions of Article XI (Remedies), a Special Use Permit may be revoked by the County Board if the Commercial Solar Energy Facility is not constructed, installed and/or operated in substantial conformance with the County-approved Project plans, the regulations of this Ordinance and the stipulated Special Use Permit conditions and restrictions.*

FINDING: Applicant acknowledges paragraph 2 set forth above.

- 3. Transferability; Owner or Commercial Solar Energy Facility Permittee. The Applicant shall provide written notification to the County Board at least*

thirty (30) days prior to any change in ownership of a Commercial Solar Energy Facility of any such change in ownership. The phrase "change in ownership of a Commercial Solar Energy Facility" includes any kind of assignment, sale, lease, transfer or other conveyance of ownership or operating control of the Applicant, the Commercial Solar Energy Facility or any portion thereof. The Applicant or successors-in-interest or assignees of the Special Use Permit, as applicable, shall remain liable for compliance with all conditions, restrictions and obligations contained in the Special Use Permit, the provisions of this Ordinance and applicable County, state and federal laws.

FINDING: Applicant acknowledges paragraph 3 set forth above.

- 4. Modification. Any modification of a Commercial Solar Energy Facility that alters or changes the essential character or operation of the Commercial Solar Energy Facility in a way not intended at the time the Special Use Permit was granted, or as subsequently amended, shall require a new Special Use Permit. The Applicant or authorized representative shall apply for an amended Special Use Permit prior to any modification of the Commercial Solar Energy Facility.*

FINDING: Applicant acknowledges paragraph 4 set forth above.

- 5. Permit Effective Date: The Special Use Permit shall become effective upon approval of the ordinance by the County Board.*

FINDING: Applicant acknowledges paragraph 5 set forth above.

The Building Permit application should include –

- 1) Manufacturers specifications and recommended installation methods for all major equipment, including solar panels, mounting system and foundation for poles or racks.*
- 2) The number of panels to be installed.*
- 3) A Complete site plan.*
- 4) An executed agreement between the solar power plan owner/operator and all road district authorities with infrastructure affected by the solar power plant to the county. This agreement shall include at a minimum:*

- a) *A final map identifying the routes that will be used.*
- b) *A plan for maintaining and/or repairing the affected roads.*
- c) *Other inclusions as specified by the zoning board of appeals, the county board or affected road authority.*

FINDING: Applicant acknowledges the section above regarding Building Permit application requirements.

Conclusion

Based on this Narrative and Burden of Proof, the Special Use Permit Application, and all supporting documentation, this Application complies with both the CSEF Ordinance and CSEF Statute. Accordingly, Applicant respectfully requests that this Special Use Permit Application be approved.

Hammond Solar Special Use Permit Application

LEGAL DESCRIPTION

PERMANENT TAX NUMBER: 07-13-16-005-003-05 (map no 15-13-200-008)

THE EAST $\frac{1}{2}$, OF THE NORTHEAST $\frac{1}{4}$, OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, PIATT COUNTY, ILLINOIS, EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 13; THENCE NORTH $88^{\circ} 50' 09''$ WEST, 1320.25 FEET ALONG THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 13 TO AN IRON PIN SET MARKING THE SOUTHWEST CORNER OF THE EAST $\frac{1}{2}$, OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 13; THENCE NORTH $0^{\circ} 27' 49''$ EAST, 82.06 FEET ALONG THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 13 TO AN IRON PIN SET; THENCE SOUTH $88^{\circ} 50' 09''$ EAST, 1320.32 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 13; THENCE SOUTH $0^{\circ} 30' 45''$ WEST, 82.06 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

PROJECT:

HAMMOND SOLAR

301-399 N 900 EAST ROAD

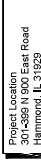
HAMMOND, IL 31929

PROJECT CONTACTS

Land Surveyor:

Douglas H. Keppy, P.E.
Larson Engineering, Inc.
1488 Bond Street
Naperville, IL 60563
Tel: 630.357.0540
Fax: 630.357.0164

VICINITY MAP



**GREENKEY DEVELOPMENT
3519 NE 15TH AVENUE #325
PORTLAND, OR 97212**

INDEX OF DRAWINGS

C100	Cover Sheet
C200	SWPPP Notes
C300	Drainage & Erosion Control Plan
C400-C402	Details

NOT FOR CONSTRUCTION

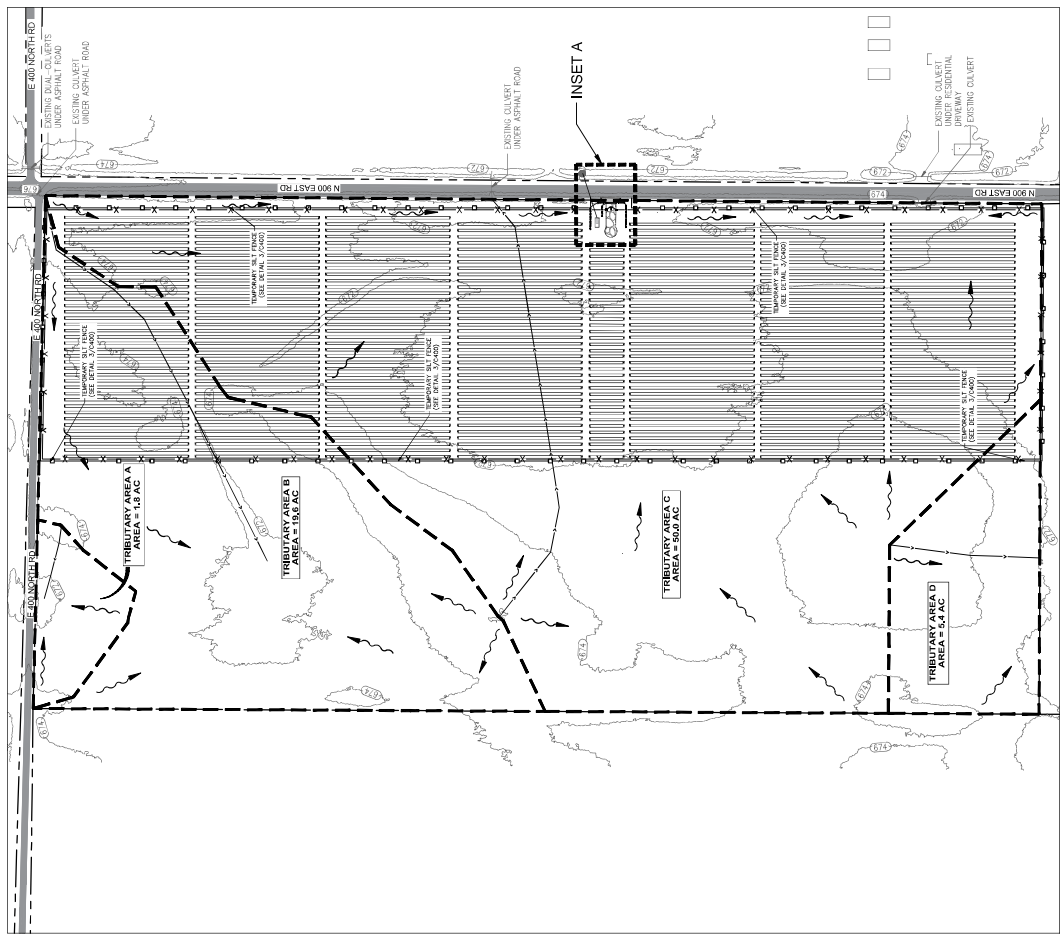
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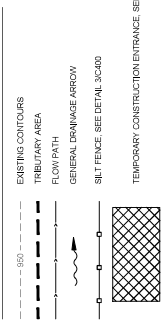
SITE DATA

TOTAL PROPERTY AREA	~40 ACRES
PROJECT AREA	~35 ACRES
PROPOSED IMPERVIOUS AREA	6,260 SF
PANEL SUPPORT FILE AREA	810 SF
EQUIPMENT PAD AREA	250 SF
CONTRACTOR LAYOUT AREA	5,000 SF
PREVIOUS GRADING DISTURBANCE	3,260 SF
TOTAL AREA OF DISTURBANCE	6,260 SF + 3,260 SF = 9,520 SF (0.22 ACRES)
CONSTRUCTION GENERAL PERMIT TO NOT REQUIRED.	0.22 ACRES < 1.10 ACRES, THEREFORE, A PERMIT IS NOT REQUIRED.

NOTE:
EXISTING SITE SLOPES ARE WITHIN ALLOWABLE LIMITS OF PROPOSED SOLAR PANEL RACKING. NO MASS
CLEARING OR GRADING OF THE SITE IS PROPOSED. GRADING DISTURBANCE IS LIMITED TO ISOLATED
AREAS OF THE SITE WHERE NECESSARY TO PREPARE THE GROUND COVER AND ENSURE
EXISTING DRAINAGE PATTERNS ARE PRESERVED FOR POSITIVE DRAINAGE.



SYMBOL LEGEND



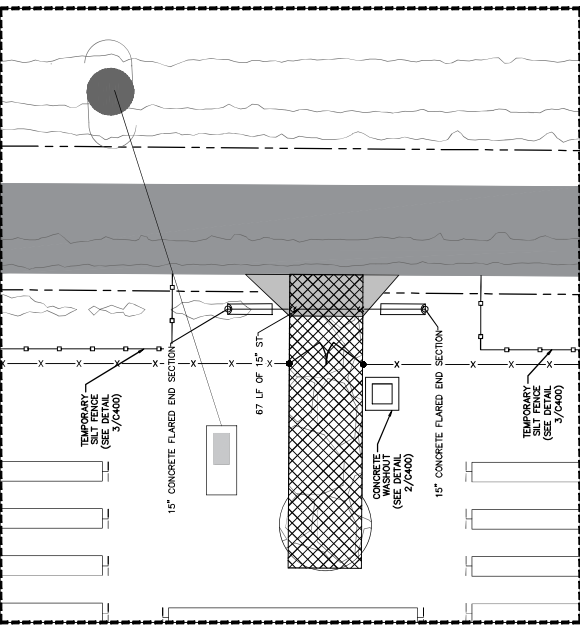
EXISTING DRAINAGE CONDITIONS

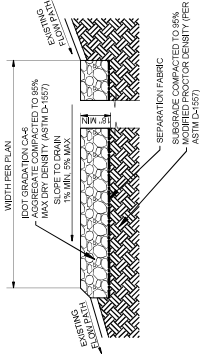
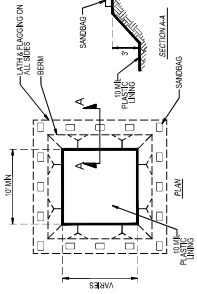
ON-SITE AREA A	ON-SITE AREA B	ON-SITE AREA C	ON-SITE AREA D
AREA = 1.8 ACRES	AREA = 19.6 ACRES	AREA = 50.0 ACRES	AREA = 5.4 ACRES
FLOW PATH Tc = 6.90 MINUTES	FLOW PATH Tc = 25.8 MINUTES	FLOW PATH Tc = 23.16 MINUTES	FLOW PATH Tc = 10.74 MINUTES
RUNOFF COEFFICIENT C = 0.36	RUNOFF COEFFICIENT C = 0.35	RUNOFF COEFFICIENT C = 0.35	RUNOFF COEFFICIENT C = 0.35
DISCHARGE Q (10yr) = 5.67 CFS Q (50yr) = 7.55 CFS Q (100yr) = 7.55 CFS	DISCHARGE Q (10yr) = 25.45 CFS Q (50yr) = 37.39 CFS Q (100yr) = 37.39 CFS	DISCHARGE Q (10yr) = 98.45 CFS Q (50yr) = 85.75 CFS Q (100yr) = 85.75 CFS	DISCHARGE Q (10yr) = 12.80 CFS Q (50yr) = 17.80 CFS Q (100yr) = 17.80 CFS

PROPOSED DRAINAGE CONDITIONS

ON-SITE AREA A	ON-SITE AREA B	ON-SITE AREA C	ON-SITE AREA D
AREA = 1.8 ACRES	AREA = 19.6 ACRES	AREA = 50.0 ACRES	AREA = 5.4 ACRES
FLOW PATH Tc = 10.68 MINUTES	FLOW PATH Tc = 31.74 MINUTES	FLOW PATH Tc = 28.50 MINUTES	FLOW PATH Tc = 15.30 MINUTES
RUNOFF COEFFICIENT C = 0.50	RUNOFF COEFFICIENT C = 0.50	RUNOFF COEFFICIENT C = 0.50	RUNOFF COEFFICIENT C = 0.50
DISCHARGE Q (10yr) = 8.10 CFS Q (50yr) = 10.12 CFS Q (100yr) = 10.12 CFS	DISCHARGE Q (10yr) = 36.36 CFS Q (50yr) = 53.51 CFS Q (100yr) = 53.51 CFS	DISCHARGE Q (10yr) = 83.50 CFS Q (50yr) = 122.50 CFS Q (100yr) = 122.50 CFS	DISCHARGE Q (10yr) = 18.28 CFS Q (50yr) = 24.41 CFS Q (100yr) = 24.41 CFS

INSET A: 1" = 20'



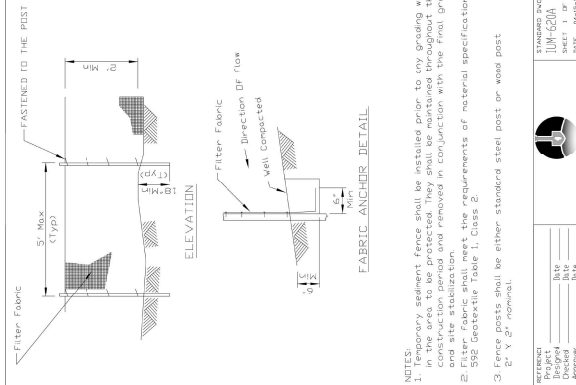
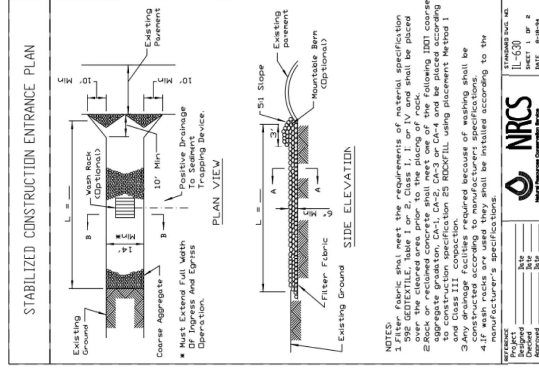


CONCRETE WASHOUT DETAIL

NOT TO SCALE

GRAVEL SURFACED
ACCESS ROADWAY SECTION

NOT TO SCALE



CONSTRUCTION ENTRANCE

NOT TO SCALE

TEMPORARY SILT FENCE

NOT TO SCALE

CONSTRUCTION ENTRANCE CONT

NOT TO SCALE

[illegible]

Landscape Plan

Hammond Solar, LLC

GreenKey Development prepared this landscape plan for Hammond Solar in Piatt County, IL. This plan was developed to meet the requirements of Piatt County Code, Article X, Section J(2)(H). This plan provides procedures to plant and maintain all areas occupied by the facility that are not utilized for access to operate and maintain the installation with native shade-tolerant grass or other vegetation for the purpose of soil stabilization or other methods approved by the Zoning Board of Appeals.

Contents

Vegetation Establishment	2
Monitoring and Maintenance	2

Vegetation Establishment

1. All areas occupied by the facility that are not utilized for access to operate and maintain the installation will be planted with native shade-tolerant grass or other vegetation.
2. Seed mix species list for all species: Seeds may be chosen from (but not limited to) the following. Actual seed mixes will be selected at the time of planting based on the availability of seeds.

Common Name	Scientific Name	Type
Side-Oats Grama	<i>Bouteloua curtipendula</i>	Grass/Sedge
Copper-Shouldered Oval Sedge	<i>Carex bicknellii</i>	Grass/Sedge
Field Oval Sedge	<i>Carex molesta</i>	Grass/Sedge
Canada Wild Rye	<i>Elymus canadensis</i>	Grass/Sedge
Little Bluestem	<i>Schizachyrium scoparium</i>	Grass/Sedge
Side-Oats Grama	<i>Bouteloua curtipendula</i>	Grass/Sedge
Bowie Buffalo Grass	<i>Bouteloua dactyloides</i> 'BOWIE'	Grass/Sedge
Plains Oval Sedge	<i>Carex brevior</i>	Grass/Sedge

3. Method used to sow seed: The ground will be worked fine and then a mechanical broadcaster will be used to spread the seeds throughout the site. A roller will be used to press the seeds into the soil until the ground is firm but not hard.
4. Erosion control (during vegetation establishment): A cover crop of oats or ReGreen may be sown to control erosion during vegetation establishment if necessary.

Monitoring and Maintenance

1. Methods to ensure vegetation establishment:
 - a. Short-term maintenance: Seeds will be watered as needed in the first 6-8 weeks to promote proper establishment and germination of the seeds. During the first year, the site may be mown at a height of 10" or greater 1-3 times during the growing season if undesirable weeds are overtopping the newly established seedlings. Spot spraying will be used to control noxious weeds.
 - b. Long-term maintenance: After the first year, annual mowing will be properly timed and kept to a minimum to avoid disturbance of wildlife and native vegetation but frequent enough to prevent the establishment of weeds, trees, and shrubs that may be introduced by seed over time. Annual mowing will occur once a year, after October 15th and before April 15th, when most native plants have already flowered and gone to seed, and native birds have not begun nesting. Spot-spraying will be used to prevent establishment of noxious weeds and other undesirable species.
2. Erosion Control: Once native plants are established, no further action will be needed to prevent erosion. If the density of plants within the site drops to such a degree that erosion may be an issue, the site will be reseeded with native grasses or other vegetation.
3. Monitoring schedule: Throughout the growing season, the site will be monitored to assess native plant growth and ensure that noxious weeds are not established.
4. Management schedule: The management practices will be determined based on the results of monitoring. Care will be taken to minimize the amount of mowing and herbicides used on the site. If monitoring shows the percentage of native plants dropping to an undesirable level, the site will be reseeded with native grass or other vegetation.
5. Herbicide: Herbicides will be used as necessary to prevent the establishment of weeds throughout the life of the project.

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT

between
Hammond Solar, LLC

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

Hammond Solar, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 4.99 Commercial Solar Energy Facility in Piatt County [GPS Coordinates: 86.5775465°W 39.8464194°N], which will consist of up to 35 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

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

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

Conditions of the AIMA

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

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

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

Definitions

Abandonment

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

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

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	<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.

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

Construction and Deconstruction Standards and Policies

1. Support Structures

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

2. Aboveground Facilities

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

3. Guy Wires and Anchors

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

4. Underground Cabling Depth

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

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.

B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:

1. Within the fenced perimeter of the Facility; or
2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.

C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.

D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.

F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.

G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

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

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

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

C. Maintaining Surrounding Area Subsurface Drainage

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

D. Re-establishing Subsurface Drainage Within Facility Footprint

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

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

7. Rock Removal

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

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

8. Repair of Compaction and Rutting

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

9. Construction During Wet Weather

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

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

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

10. Prevention of Soil Erosion

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

11. Repair of Damaged Soil Conservation Practices

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

12. Compensation for Damages to Private Property

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

13. Clearing of Trees and Brush

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

14. Access Roads

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

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

15. Weed/Vegetation Control

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

16. Indemnification of Landowners

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

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

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

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

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

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

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Hammond Solar, 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 Piatt County within the State of Illinois.

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

**STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE**



By: Jerry Costello II, Director 4



By Clay Nordsiek, Deputy General Counsel

Hammond Solar, LLC



By John Hunder Strader

3519 NE 15th Ave #325
Portland, Oregon 97212

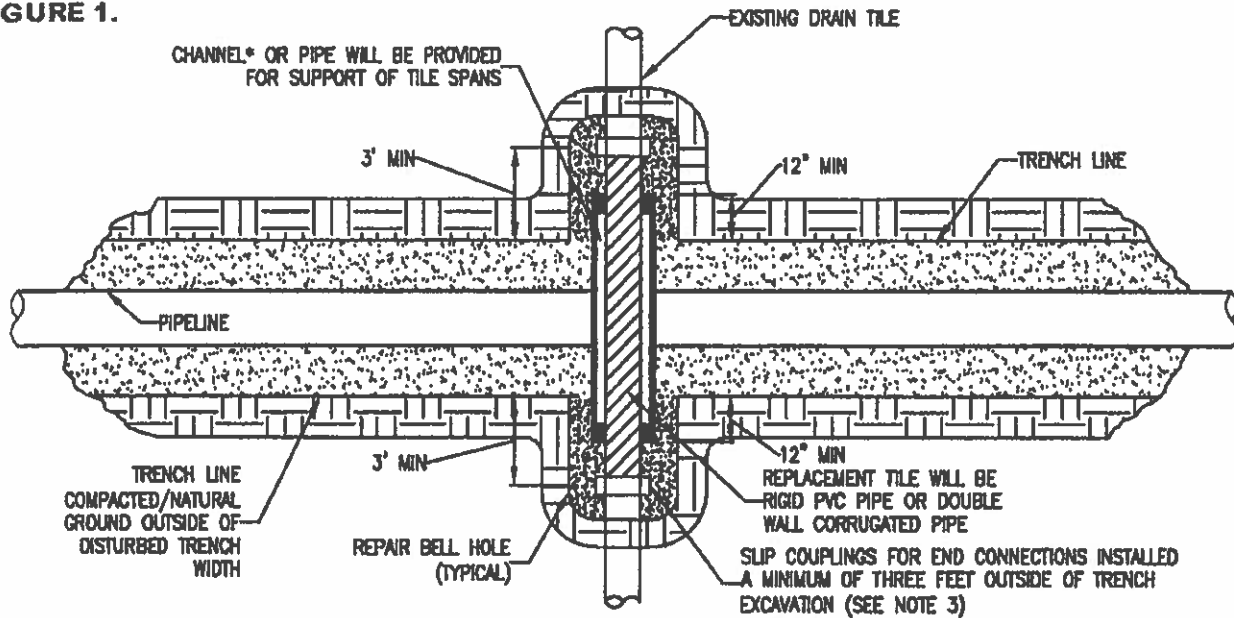
Address

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

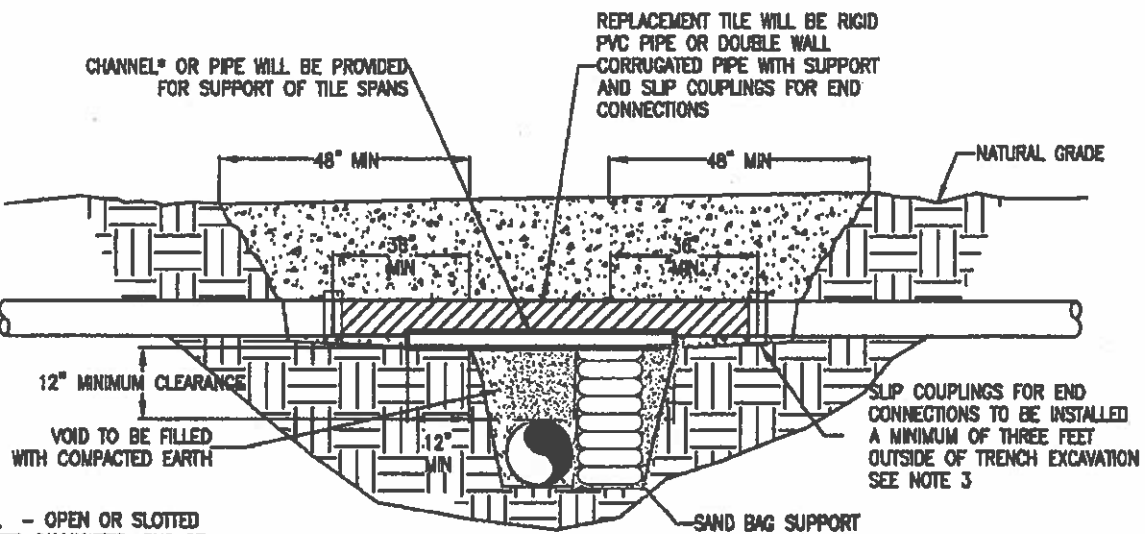
May 16, 2025

6/16, 2025

FIGURE 1.



PLAN
N.T.S.



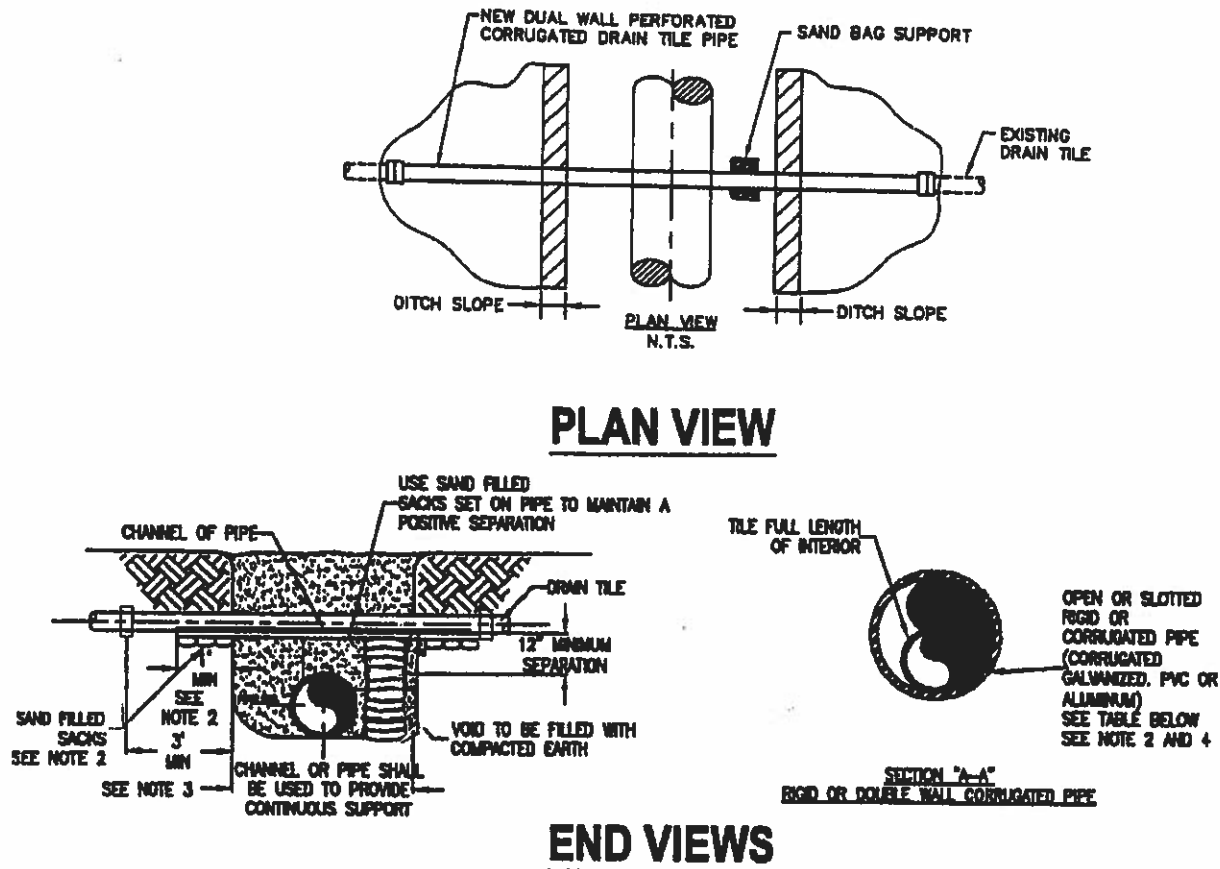
CROSS SECTION
N.T.S.

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.



MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4"-5"	5" @ 6.7 #/ft	6"	STD. WT.
6"-8"	7" @ 9.8 #/ft	8"-10"	STD. WT.
10"	10" @ 15.3 #/ft	12"	STD. WT.

NOTE:

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

PERMANENT DRAIN TILE REPAIR



Hammond Solar Preliminary Site Entrance

Shonk, Cale P <Cale.Shonk@illinois.gov>

Mon, Jun 23, 2025 at 5:26 AM

To: Doug Keppy <dkeppy@larsonengr.com>, "Hogan, Brian J" <Brian.Hogan@illinois.gov>

Cc: Reuben Grandon <reuben@greenkeysolar.com>, Gregory Cano <gcano@larsonengr.com>, Nathaniel Fleig <nfleig@larsonengr.com>

Good Morning, Doug,

The new location is also fine. We just require a hard surface so it doesn't matter, however if using concrete (which I prefer), we would also require a concrete culvert pipe under it with flared end sections. I will add standards that are not already included in plans when I put the permit together. Typically, in this scenario that would be traffic standards and perhaps culvert standards depending on what route you choose for the entrance. Let me know if you have any questions.

Thank you,
Cale

Cale Shonk

Permits Supervisor

IDOT Region 3/District 5

Cale.Shonk@illinois.gov

217-466-7232

[CLICK HERE FOR IDOT PERMIT INFORMATION](#)

From: Doug Keppy <dkeppy@larsonengr.com>

Sent: Thursday, June 19, 2025 8:40 AM

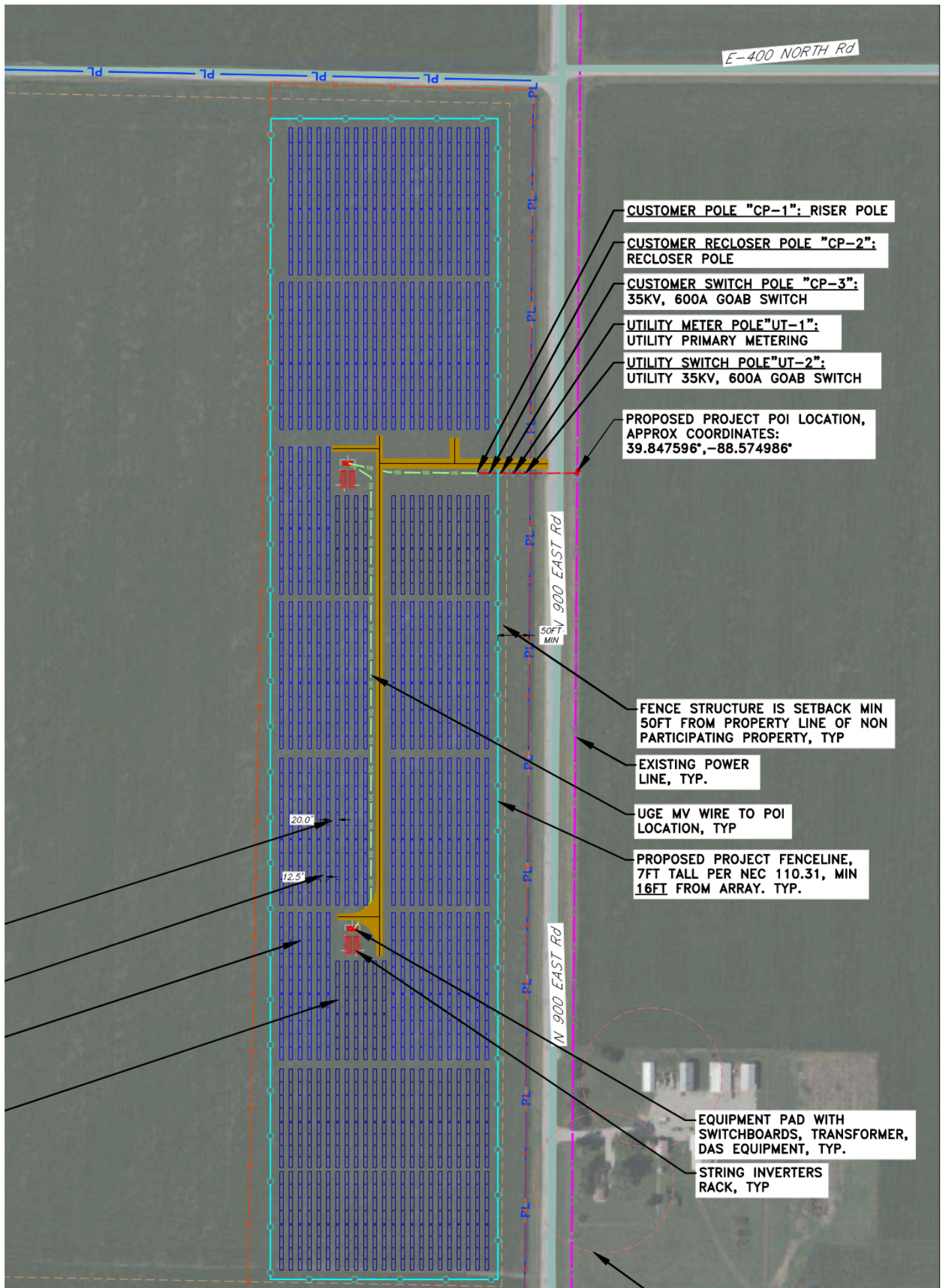
To: Shonk, Cale P <Cale.Shonk@illinois.gov>; Hogan, Brian J <Brian.Hogan@illinois.gov>

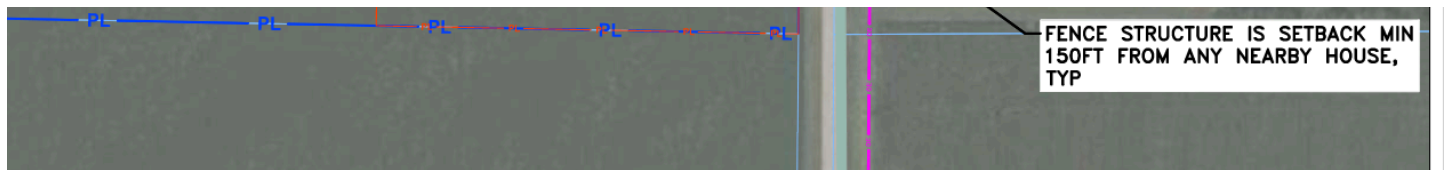
Cc: Reuben Grandon <reuben@greenkeysolar.com>; Gregory Cano <gcano@larsonengr.com>; Nathaniel Fleig <nfleig@larsonengr.com>

Subject: [External] RE: Hammond Solar Preliminary Site Entrance

Hi Cale,

I am not sure if it matters, but preliminary location has actually shifted north. Please see snippet below for revised location. Regarding the site entrance material, do you prefer HMA or concrete? Can you share any District specific standards we should include with our plan set? We will still follow with formal package after preliminary approval is given. Please let me know if you have any questions.





Have a good day,

Doug

Douglas H. Keppy, P.E.

Civil Department Head

Larson Engineering, Inc.

1488 Bond Street, Suite 100

Naperville, IL 60563-6503

630.357.0540 Ext. 2177

dkeppy@larsonengr.com

-



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From: Shonk, Cale P <Cale.Shonk@illinois.gov>

Sent: Monday, June 16, 2025 8:11 AM

To: Doug Keppy <dkeppy@larsonengr.com>; Hogan, Brian J <Brian.Hogan@illinois.gov>

Cc: Reuben Grandon <reuben@greenkeysolar.com>; Gregory Cano <gcano@larsonengr.com>; Nathaniel Fleig <nfleig@larsonengr.com>

Subject: RE: Hammond Solar Preliminary Site Entrance

EXTERNAL SOURCE ALERT. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Good morning, Doug,

We see no issue with planned location and entrance for this project. Please provide drainage calculations for the site as well as the plans. Please keep in mind for solar fields we require a solid surface entrance, if you choose concrete, we also will want an RCP for the culvert along with flared end sections. If you have any further questions, please let me know.

Thank you,
Cale

Cale Shonk

Permits Supervisor

IDOT Region 3/District 5

Cale.Shonk@illinois.gov

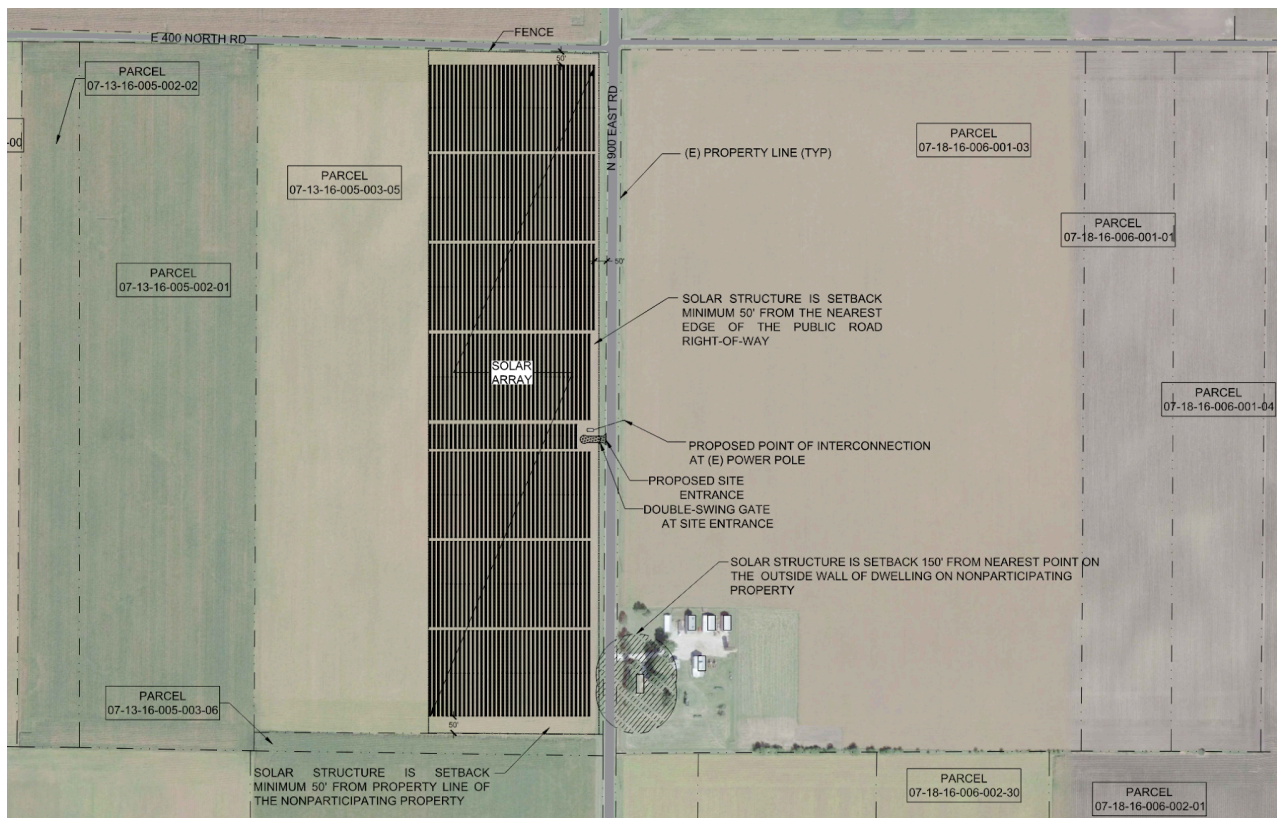
217-466-7232

[CLICK HERE FOR IDOT PERMIT INFORMATION](#)**From:** Doug Keppy <dkeppy@larsonengr.com>**Sent:** Saturday, June 14, 2025 4:38 PM**To:** Hogan, Brian J <Brian.Hogan@illinois.gov>; Shonk, Cale P <Cale.Shonk@illinois.gov>**Cc:** Reuben Grandon <reuben@greenkeysolar.com>; Gregory Cano <gcano@larsonengr.com>; Nathaniel Fleig <nfleig@larsonengr.com>**Subject:** [External] Hammond Solar Preliminary Site Entrance

Hello,

I am assisting with a solar project located near 301-399 N 900 East Rd in Hammond, Illinois, and am seeking preliminary approval for a proposed site entrance to the property off N 900 East Rd as shown below. Piatt County and the IDOT Highway Maps indicate this road as IDOT owned property.

At this time, we are not looking for a full site entrance permit review, as we would like to receive clearance on the location first, or know what limitations we might have in regards to this location, prior to a full submittal. Can you please confirm if the location is acceptable and we will follow with a formal submittal?



Please feel free to call me to discuss further, if desired.

Have a good day,

Doug

Douglas H. Keppy, P.E.
Civil Department Head

Larson Engineering, Inc.

6/23/25, 2:56 PM

GreenKey Solar Mail - Hammond Solar Preliminary Site Entrance

1488 Bond Street, Suite 100

Naperville, IL 60563-6503

630.357.0540 Ext. 2177

dkeppy@larsonengr.com

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APPENDIX F

Desiree Noisette <desiree@greenkeysolar.com>

Cerro Gordo Twp - Danny Jackson contact info

Eric Seibring <eseibring@piattcounty.org>

Wed, Jun 11, 2025 at 6:09 AM

To: Ian Durham <ian@greenkeysolar.com>

Cc: Desiree Noisette <desiree@greenkeysolar.com>, Reuben Grandon <reuben@greenkeysolar.com>

Yes...all of 900 east is under IDOT jurisdiction

Thanks,

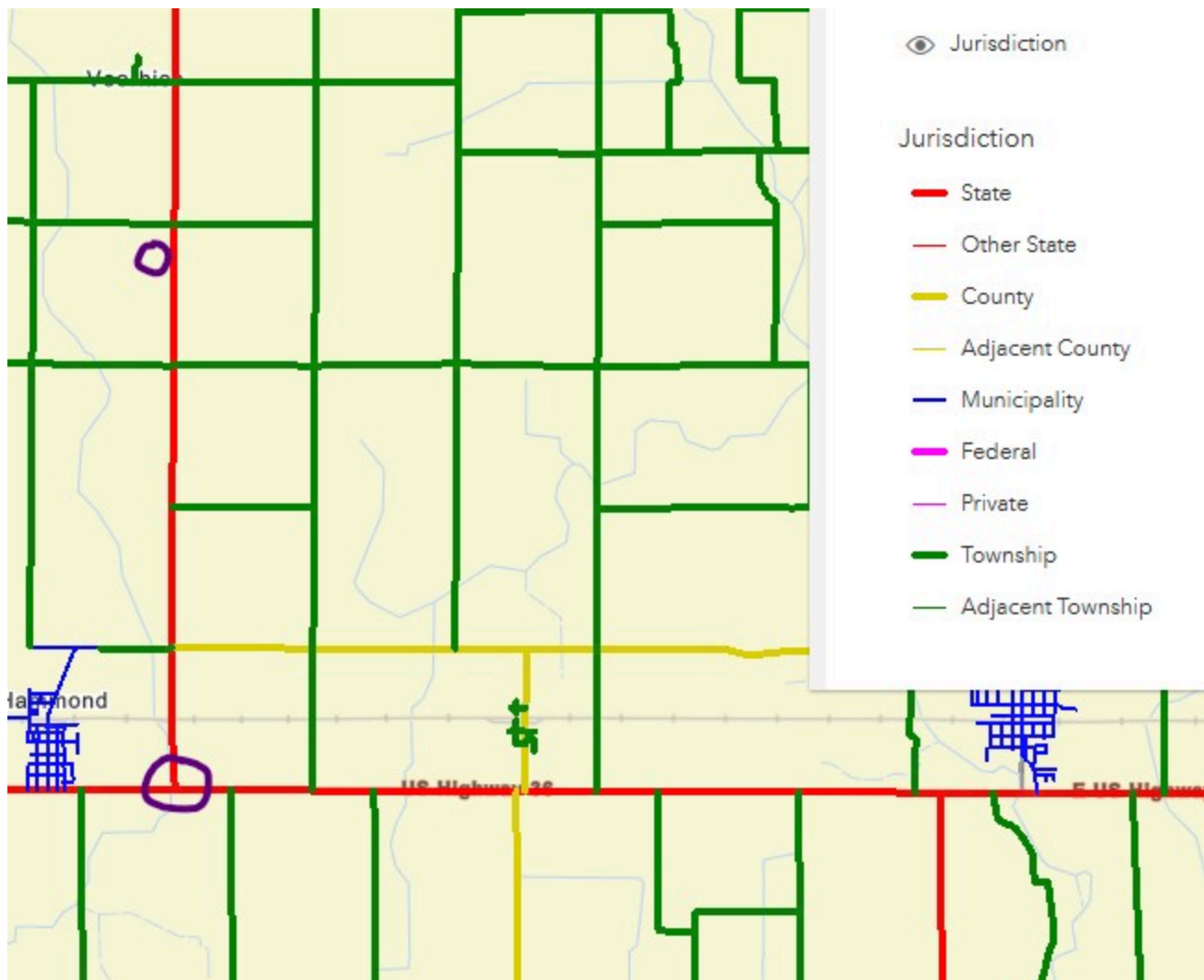
Eric Seibring

Piatt County

From: Ian Durham <ian@greenkeysolar.com>**Sent:** Tuesday, June 10, 2025 7:33 AM**To:** Eric Seibring <eseibring@piattcounty.org>**Cc:** Desiree Noisette <desiree@greenkeysolar.com>; Reuben Grandon <reuben@greenkeysolar.com>**Subject:** Re: Cerro Gordo Twp - Danny Jackson contact info

Eric,

Thank you very much for the guidance. As a clarification for our project in Hammond, you said IDOT approval is required for entrance, but can you confirm that the entirety of 900 East Rd from 36 and north to our project site (as shown below) is under state/IDOT jurisdiction? Thank you!



Ian Durham

Project Developer || GreenKey Solar

724-252-3228

ian@greenkeysolar.com

[Quoted text hidden]



APPENDIX G

Desiree Noisette <desiree@greenkeysolar.com>

Zoning Inquiry

Zoning <zoning@piattcounty.org>
To: Desiree Noisette <desiree@greenkeysolar.com>
Cc: Reuben Grandon <reuben@greenkeysolar.com>

Mon, Jun 23, 2025 at 7:41 AM

Good morning,

Checking in to let you know that I did receive a check but have still not received any application materials.

Thank you,

Keri Nusbaum

From: Desiree Noisette <desiree@greenkeysolar.com>
Sent: Thursday, June 12, 2025 1:09 PM
To: Zoning <zoning@piattcounty.org>
Cc: Reuben Grandon <reuben@greenkeysolar.com>
Subject: Re: Zoning Inquiry

Good afternoon Keri,

I am just following up to let you know we are finishing our Special Use Permit Application for this Project - Hammond Solar. I am going ahead and sending over the \$15,000 Cashier's Check - it should arrive early next week via Fed Ex. Please see the cover letter attached and let me know if you have any questions.

Thanks!

Des

On Mon, May 12, 2025 at 6:45 AM Zoning <zoning@piattcounty.org> wrote:

Please see attached. You will find the solar farm information in Article X.

Thank you,

Keri Nusbaum

From: Reuben Grandon <reuben@greenkeysolar.com>
Sent: Friday, May 9, 2025 4:24 PM
To: Zoning <zoning@piattcounty.org>
Cc: Desiree Noisette <desiree@greenkeysolar.com>
Subject: Re: Zoning Inquiry

Hi Keri,

Thank you for your email. We are working on developing a solar farm on that parcel. My colleague Desiree Noisette, copied on this email, will be handling our land use permit application.

I've enjoyed working with you to evaluate other sites. We look forward to working with you on this land use application.

As a starter, could you please send us the most recent land use code and land use application?

Thank you

Reuben

309-407-7876

On Fri, May 9, 2025 at 6:43 AM Zoning <zoning@piattcounty.org> wrote:

That property is zoned A-1 Agriculture.

Happy Friday!

Keri

From: Reuben Grandon <reuben@greenkeysolar.com>
Sent: Thursday, May 8, 2025 6:39 PM
To: Zoning <zoning@piattcounty.org>
Cc: Desiree Noisette <desiree@greenkeysolar.com>
Subject: Zoning Inquiry

Hi Keri,

Could you please provide the zoning classification for the parcel below?

PIN: 07-13-16-005-003-05

Map No: 15-13-200-008

Tax Payer Information**Property Owner**

Lsjen Llc

Mail To

Lsjen Llc
1469 E 600 North Rd
Ivesdale Il 61851

Thank you!

Reuben

APPENDIX H
GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “**Lease**”) is made and entered into as of the 13 day of Feb, 2024 (the “Effective Date”), by and between LSJEN, LLC (the “**Landlord**”) and HAMMOND SOLAR, LLC, an Illinois limited liability company (the “**Tenant**”).

WITNESSETH:

In consideration of the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, part of the real property located along N. 900 East Road in Unity Township, Piatt County, IL, Parcel ID Number 1513200008 (“the Property”), and being a minimum of 20 acres and a maximum of approximately 30 acres within the portion of the Property shown on the map attached hereto as Exhibit A, and by this reference made a part hereof (such portion, the “**Land**”), and all improvements, fixtures, personal property and trade fixtures now or in the future located within the leased area, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining thereto and the improvements now or in the future located thereon (together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the “**Premises**”), to be occupied and used upon the terms and conditions herein set forth.

REDACTED

[SEPARATE SIGNATURE PAGE TO GROUND LEASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:

LSJEN, LLC

By: Leslie A. Jennings

Name: Leslie A. Jennings

Its: Member

TENANT:

HAMMOND SOLAR, LLC

By: John Hunter Strader
John Hunter Strader (Feb 13, 2024 12:45 PST)

Name: John Hunter Strader

Its: Authorized Person

EXHIBIT A

Premises: A minimum of 20 acres and a maximum of approximately 30 acres within the Property, sited along N. 900 East Road in Unity Township, Piatt County, IL, Parcel ID Number 1513200008.

Approximate area for this lease is shown on map below in red. Final lease site and boundaries will be determined by a survey.



EXHIBIT B

Standard Solar AIMA V8.19.19

[Begins on Following Page]

National Flood Hazard Layer FIRMette

88°34'54"W 39°51'17"N



APPENDIX I

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

Without Base Flood Elevation (BFE)
Zone A, V, A99

With BFE or Depth
Zone AE, AO, AH, VE, AR

Regulatory Floodway

SPECIAL FLOOD HAZARD AREAS

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
Zone X

Future Conditions 1% Annual Chance Flood Hazard
Zone X

Area with Reduced Flood Risk due to Levee. See Notes.
Zone X

Area with Flood Risk due to Levee
Zone D

OTHER AREAS OF FLOOD HAZARD

NO SCREEN

Area of Minimal Flood Hazard
Zone X

Effective LOMRs

Area of Undetermined Flood Hazard
Zone D

OTHER AREAS

Cross Sections with 1% Annual Chance Water Surface Elevation

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

OTHER FEATURES

Digital Data Available

No Digital Data Available

Unmapped

MAP PANELS

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **5/2/2023 at 3:09 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



National Flood Hazard Layer FIRMette



88°34'57"W 39°50'59"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

Without Base Flood Elevation (BFE)
Zone A, V, A99

With BFE or Depth
Zone AE, AO, AH, VE, AR

Regulatory Floodway

SPECIAL FLOOD HAZARD AREAS

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
Zone X

Future Conditions 1% Annual Chance Flood Hazard
Zone X

Area with Reduced Flood Risk due to Levee. See Notes.
Zone X

Area with Flood Risk due to Levee
Zone D

OTHER AREAS OF FLOOD HAZARD

NO SCREEN

Area of Minimal Flood Hazard
Zone X

Effective LOMRs

Area of Undetermined Flood Hazard
Zone D

OTHER AREAS

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

GENERAL STRUCTURES

20.2

17.5

Cross Sections with 1% Annual Chance Water Surface Elevation

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

OTHER FEATURES

Digital Data Available

No Digital Data Available

Unmapped

MAP PANELS

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **5/2/2023 at 3:11 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

0 250 500 1,000 1,500 2,000 1:6,000

Feet

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

APPENDIX J



**Piatt County
Soil & Water**
Conservation District

**Piatt County SWCD
USDA Service Center**
1209 Bear Lane, Monticello IL 61856
(217) 762-2146 Ext. 115

Natural Resource Information (NRI) Application

Petitioner(s) Name: __Hammond Solar, LLC__
Address: __3519 NE 15th Ave #325, Portland, OR
97212__
Phone: __503-207-2058__
Email: __desiree@greenkeysolar.com__

Contact Person (if applicable) Name: __Desiree
Noisette__
Address: __3519 NE 15th Ave #325, Portland, OR
97212__
Phone: __503-207-2058__
Email: __desiree@greenkeysolar.com__

Site Location & Proposed Use

PIN: __07-13-16-005-003-05__
Township Name: __Unity__ **Township:** __16N__ **Range:** __5E__
Section(s): __13__ **Project or Subdivision Name:** __Hammond Solar__
of Parcel Acres: 35_ **Current Site Use:** __Agriculture__ **Proposed Use:** __Commercial Solar Energy Facility__

Type of Request

- ☐ Change in Zoning from _____ to _____
☐ Variance (please describe on a separate page)
☒ Special Use Permit (please describe below or on a separate page)

In addition to this completed form, SWCD may request the following information for processing:

- **Plat of Survey/Site Plan (if available)** – show location, legal description, and property measurements.
- **Concept Plan (if available)** – show locations of proposed lots, buildings, roads, stormwater detention, open areas, etc.
- **Site Maps (if available)** – topography map, field tile map, copy of soil boring and/or wetland studies, etc.
- **Electronic shapefiles (if available)** – for GIS software. Send to Brianne.Gates@il.nacdnet.net

Fee Schedule:

Piatt County SWCD staff will determine when a full report or summarized letter is necessary. Permit fee for commercial wind or solar energy facility shall be consistent with fees for projects within the county of similar capital value/cost. Capital value/cost fee determination is made by the County Zoning Board for SWCD Board approval, and NRI pricing for commercial facilities requiring an AIMA is subject to change. Upon 30 days of the application Piatt SWCD staff will invoice petitioner.

Standard Full Report: \$300 for first acre, plus \$10 for each additional acre or fractional acre

Summarized Letter: \$100

Planning/Zoning Hearing Date (determined by Zoning board & SWCD staff): _____

Note: Please allow 30 days for inspection, evaluation, and processing of the report.

It is understood that the petitioner(s) or their agent(s) give permission for a representative(s) of the Piatt County Soil and Water Conservation District to visit and conduct and evaluation of the site(s) described above. The completed NRI

report expiration date will be three years after the date reported.

Signed

Desiree Noisette

Date 6/11/2025

Petitioner or Agent

FOR OFFICE USE ONLY

Date application received: _____ Date additional materials received: _____

SWCD Board Meeting Date: _____ Fees Due: \$ _____ Date Paid: _____

Check #: _____ Request/Refund? \$ _____

Standard Full Report: \$300 for first acre, plus \$10 for each additional acre or fractional acre

Summarized Letter: \$100

Fee for first acre: \$ _____ Additional acres at \$10/acre: _____ = \$ _____

Total NRI fee: \$ _____

Applicant: GreenKey Development, LLC
Contact: Lexi Kerr
Address: 3519 NE 15th Ave
#325
Portland, OR 97212

IDNR Project Number: 2514051
Date: 06/09/2025

Project: Hammond Solar, LLC
Address: 88.5775465°W 39.8464194°N, Hammond

Description: This project is a ground-mounted photovoltaic solar array consisting of solar panels, racking, inverters, overhead poles and lines, and perimeter fencing.

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Piatt

Township, Range, Section:
16N, 5E, 13



IL Department of Natural Resources

Contact

Grant Gebhards
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction

Piatt County Chief County Assessment Officers
Jennifer Bryant
101 W Washington
Room 102
Monticello, Illinois 61856

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.



EcoCAT Receipt

Project Code 2514051

APPLICANT	DATE
GreenKey Development, LLC Lexi Kerr 3519 NE 15th Ave #325 Portland, OR 97212	6/9/2025

DESCRIPTION	FEE	CONVENIENCE FEE	TOTAL PAID
EcoCAT Consultation	\$ 125.00	\$ 2.81	\$ 127.81
		TOTAL PAID	\$ 127.81

Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702
217-785-5500
dnr.ecocat@illinois.gov

Upload Timestamp	Description	Filename	Note	Status
9/22/2023 6:30:36 AM	Level 2 Application	Level 2 Application.pdf	<div>Review</div>	
9/19/2023 2:18:40 PM	Level 2 Application w/ Net Metering	Level 2 Application w/ Net Metering.pdf	<div>Review</div>	
9/19/2023 2:10:48 PM	Online Diagram	Hammond 4990kW 35kV SLD 20230918fm.pdf	<div>Review</div>	
9/19/2023 2:10:12 PM	Plot Plan	IX App Site Plan - Hammond Solar - 2023-09-19.docx	<div>Review</div>	
9/19/2023 2:09:05 PM	Inverter Manufacturer Technical Specs L1	CPS-SCH100-125KTL-DO-US 600-Datasheet-August-10- 2022.pdf	<div>Review</div>	
9/19/2023 2:07:40 PM	Proof of Site Control	Letter of Intent - Hammond_Lsjen - 2023-08- 29_fullysigned_redacted.pdf	<div>Review</div>	

Communications Sent to reuben@greenkeysolar.com

reuben@greenkeysolar.com has not been sent any communications.

Deadlines

Deadline	Due Date	Status
DER Estimate	8/4/2025	<div>Pending</div>

eSignature Statuses

Date	Documents	Signatories	Status
9/22/2023 6:30:34 AM	Level 2 Application.pdf	Customer Hammond Solar, LLC (ebarrows@ameren.com) <div>Completed</div>	<div>Completed</div>
9/19/2023 2:18:37 PM	Level 2 Application w/ Net Metering.pdf	Customer Hammond Solar, LLC (hunter@greenkeysolar.com) <div>Completed</div>	<div>Completed</div>

APPENDIX M

Hammond Solar Topographical Map - 2 ft Contours



Blue lines above are 672 ft

APPENDIX N



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Illinois-Iowa Ecological Services Field Office
Illinois & Iowa Ecological Services Field Office
1511 47th Ave
Moline, IL 61265-7022
Phone: (309) 757-5800 Fax: (309) 757-5807

In Reply Refer To:
Project Code: 2025-0107322
Project Name: Hammond Solar, LLC

06/09/2025 19:02:51 UTC

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The attached species list identifies federally threatened, endangered, proposed and candidate species that may occur within the boundary of your proposed project or may be affected by your proposed project. The list also includes designated critical habitat, if present, within your proposed project area or affected by your project. This list is provided to you as the initial step of the consultation process required under section 7(c) of the Endangered Species Act, also referred to as Section 7 Consultation.

Under 50 CFR 402.12(e) (the regulations that implement Section 7 of the Endangered Species Act) **the accuracy of this species list should be verified after 90 days**. This verification can be completed formally or informally. You may verify the list by visiting the ECOSPHERE Information for Planning and Consultation (IPaC) website <https://ipac.ecosphere.fws.gov> at regular intervals during project planning and implementation and completing the same process you used to receive the attached list.

Section 7 Consultation

Section 7 of the Endangered Species Act of 1973 requires that actions authorized, funded, or carried out by Federal agencies not jeopardize federally threatened or endangered species or adversely modify designated critical habitat. To fulfill this mandate, Federal agencies (or their designated non-federal representative) must consult with the U.S. Fish and Wildlife Service (Service) if they determine their project "may affect" listed species or designated critical habitat. Under the ESA, it is the responsibility of the Federal action agency or its designated representative to determine if a proposed action may affect endangered, threatened, or proposed species, or designated critical habitat, and if so, to consult with the Service further. Similarly, it is the responsibility of the Federal action agency or project proponent, not the Service to make "no effect" determinations. If you determine that your proposed action will have no effect on threatened or endangered species or their respective designated critical habitat, you do not need to seek concurrence with the Service.

Note: For some species or projects, IPaC will present you with *Determination Keys*. You may be able to use one or

more Determination Keys to conclude consultation on your action.

Technical Assistance for Listed Species

1. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain information on the species life history, species status, current range, and other documents by selecting the species from the thumbnails or list view and visiting the species profile page.

No Effect Determinations for Listed Species

1. If there are *no* species or designated critical habitats on the Endangered Species portion of the species list: conclude "no species and no critical habitat present" and document your finding in your project records. No consultation under ESA section 7(a)(2) is required if the action would result in no effects to listed species or critical habitat. Maintain a copy of this letter and IPaC official species list for your records.
2. If any species or designated critical habitat are listed as potentially present in the **action area** of the proposed project the project proponents are responsible for determining if the proposed action will have "no effect" on any federally listed species or critical habitat. No effect, with respect to species, means that no individuals of a species will be exposed to any consequence of a federal action or that they will not respond to such exposure.
3. If the species habitat is not present within the action area or current data (surveys) for the species in the action area are negative: conclude "no species habitat or species present" and document your finding in your project records. For example, if the project area is located entirely within a "developed area" (an area that is already graveled/paved or supports structures and the only vegetation is limited to frequently mowed grass or conventional landscaping, is located within an existing maintained facility yard, or is in cultivated cropland conclude no species habitat present. Be careful when assessing actions that affect: 1) rights-of-ways that contains natural or semi-natural vegetation despite periodic mowing or other management; structures that have been known to support listed species (example: bridges), and 2) surface water or groundwater. Several species inhabit rights-of-ways, and you should carefully consider effects to surface water or groundwater, which often extend outside of a project's immediate footprint.
4. Adequacy of Information & Surveys - Agencies may base their determinations on the best evidence that is available or can be developed during consultation. Agencies must give the benefit of any doubt to the species when there are any inadequacies in the information. Inadequacies may include uncertainty in any step of the analysis. To provide adequate information on which to base a determination, it may be appropriate to conduct surveys to determine whether listed species or their habitats are present in the action area. Please contact our office for more information or see the survey guidelines that the Service has made available in IPaC.

May Effect Determinations for Listed Species

1. If the species habitat is present within the action area and survey data is unavailable or inconclusive: assume the species is present or plan and implement surveys and interpret results in coordination with our office. If assuming species present or surveys for the species are positive continue with the may affect determination process. May affect, with respect to a species, is the appropriate conclusion when a species might be exposed to a consequence of a federal action and could respond to that exposure. For critical habitat, 'may affect' is the appropriate conclusion if the action area overlaps with mapped areas of critical habitat and an essential physical or biological feature may be exposed to a consequence of a federal action and could change in response to that exposure.
2. Identify stressors or effects to the species and to the essential physical and biological features of critical habitat that overlaps with the action area. Consider all consequences of the action and assess the potential for each life stage of the species that occurs in the action area to be exposed to the stressors. Deconstruct the action into its component parts to be sure that you do not miss any part of the action that could cause effects to the species or physical and biological features of critical habitat. Stressors that affect species' resources may have consequences even if the species is not present when the project is implemented.
3. If no listed or proposed species will be exposed to stressors caused by the action, a 'no effect' determination may be appropriate – be sure to separately assess effects to critical habitat, if any overlaps with the action

area. If you determined that the proposed action or other activities that are caused by the proposed action may affect a species or critical habitat, the next step is to describe the manner in which they will respond or be altered. Specifically, to assess whether the species/critical habitat is "not likely to be adversely affected" or "likely to be adversely affected."

4. Determine how the habitat or the resource will respond to the proposed action (for example, changes in habitat quality, quantity, availability, or distribution), and assess how the species is expected to respond to the effects to its habitat or other resources. Critical habitat analyses focus on how the proposed action will affect the physical and biological features of the critical habitat in the action area. If there will be only beneficial effects or the effects of the action are expected to be insignificant or discountable, conclude "may affect, not likely to adversely affect" and submit your finding and supporting rationale to our office and request concurrence.
5. If you cannot conclude that the effects of the action will be wholly beneficial, insignificant, or discountable, check IPaC for species-specific Section 7 guidance and conservation measures to determine whether there are any measures that may be implemented to avoid or minimize the negative effects. If you modify your proposed action to include conservation measures, assess how inclusion of those measures will likely change the effects of the action. If you cannot conclude that the effects of the action will be wholly beneficial, insignificant, or discountable, contact our office for assistance.
6. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

For additional information on completing Section 7 Consultation including a Glossary of Terms used in the Section 7 Process, information requirements for completing Section 7, and example letters visit the Midwest Region Section 7 Consultations website at: <https://www.fws.gov/office/midwest-region-headquarters/midwest-section-7-technical-assistance>.

You may find more specific information on completing Section 7 on communication towers and transmission lines on the following websites:

- Incidental Take Beneficial Practices: Power Lines - <https://www.fws.gov/story/incidental-take-beneficial-practices-power-lines>
- Recommended Best Practices for Communication Tower Design, Siting, Construction, Operation, Maintenance, and Decommissioning. - <https://www.fws.gov/media/recommended-best-practices-communication-tower-design-siting-construction-operation>

Tricolored Bat Update

On September 14, 2022, the Service published a proposal in the Federal Register to list the tricolored bat (*Perimyotis subflavus*) as endangered under the Endangered Species Act (ESA). The Service has up to 12-months from the date the proposal published to make a final determination, either to list the tricolored bat under the Act or to withdraw the proposal. The Service determined the bat faces extinction primarily due to the rangewide impacts of white-nose syndrome (WNS), a deadly fungal disease affecting cave-dwelling bats across North America. Because tricolored bat populations have been greatly reduced due to WNS, surviving bat populations are now more vulnerable to other stressors such as human disturbance and habitat loss. Species proposed for listing are not afforded protection under the ESA; however, as soon as a listing becomes effective (typically 30 days after publication of the final rule in the Federal Register), the prohibitions against jeopardizing its continued existence and "take" will apply. Therefore, if your future or existing project has the potential to adversely affect tricolored bats after the potential new listing goes into effect, we recommend that the effects of the project on tricolored bat and their habitat be analyzed to determine whether authorization under ESA section 7 or 10 is necessary. Projects with an existing section 7 biological opinion may require

reinitiation of consultation, and projects with an existing section 10 incidental take permit may require an amendment to provide uninterrupted authorization for covered activities. Contact our office for assistance.

Other Trust Resources and Activities

Bald and Golden Eagles

Although no longer protected under the Endangered Species Act, be aware that bald eagles are protected under the Bald and Golden Eagle Protection Act and Migratory Bird Treaty Act, as are golden eagles. Projects affecting these species may require measures to avoid harming eagles or may require a permit. If your project is near an eagle nest or winter roost area, please contact our office for further coordination. For more information on permits and other eagle information visit our website <https://www.fws.gov/library/collections/bald-and-golden-eagle-management>. We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Illinois-Iowa Ecological Services Field Office

Illinois & Iowa Ecological Services Field Office
1511 47th Ave
Moline, IL 61265-7022
(309) 757-5800

PROJECT SUMMARY

Project Code: 2025-0107322

Project Name: Hammond Solar, LLC

Project Type: Power Gen - Solar

Project Description: This project is a ground-mounted photovoltaic solar array consisting of solar panels, racking, inverters, overhead poles and lines, and perimeter fencing.

Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@39.846384900000004,-88.57757882962697,14z>



Counties: Piatt County, Illinois

ENDANGERED SPECIES ACT SPECIES

There is a total of 5 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered

BIRDS

NAME	STATUS
Whooping Crane <i>Grus americana</i> Population: U.S.A. (AL, AR, CO, FL, GA, ID, IL, IN, IA, KY, LA, MI, MN, MS, MO, NC, NM, OH, SC, TN, UT, VA, WI, WV, western half of WY) No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/758	Experimental Population, Non- Essential

REPTILES

NAME	STATUS
Eastern Massasauga (=rattlesnake) <i>Sistrurus catenatus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/2202	Threatened

INSECTS

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> There is proposed critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

FLOWERING PLANTS

NAME	STATUS
Eastern Prairie Fringed Orchid <i>Platanthera leucophaea</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/601	Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act ² and the Migratory Bird Treaty Act (MBTA) ¹. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

-
1. The [Bald and Golden Eagle Protection Act](#) of 1940.
 2. The [Migratory Birds Treaty Act](#) of 1918.
 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act (MBTA). Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their nests, should follow appropriate regulations and implement required avoidance and minimization measures, as described in the various links on this page.

The data in this location indicates that no eagles have been observed in this area. This does not mean eagles are not present in your project area, especially if the area is difficult to survey. Please review the 'Steps to Take When No Results Are Returned' section of the Supplemental Information on Migratory Birds and Eagles document to determine if your project is in a poorly surveyed area. If it is, you may need to rely on other resources to determine if eagles may be present (e.g. your local FWS field office, state surveys, your own surveys).

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

MIGRATORY BIRDS

The Migratory Bird Treaty Act (MBTA) ¹ prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the

Department of Interior U.S. Fish and Wildlife Service (Service). The incidental take of migratory birds is the injury or death of birds that results from, but is not the purpose, of an activity. The Service interprets the MBTA to prohibit incidental take.

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
American Golden-plover <i>Pluvialis dominica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10561	Breeds elsewhere
Pectoral Sandpiper <i>Calidris melanotos</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9561	Breeds elsewhere

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

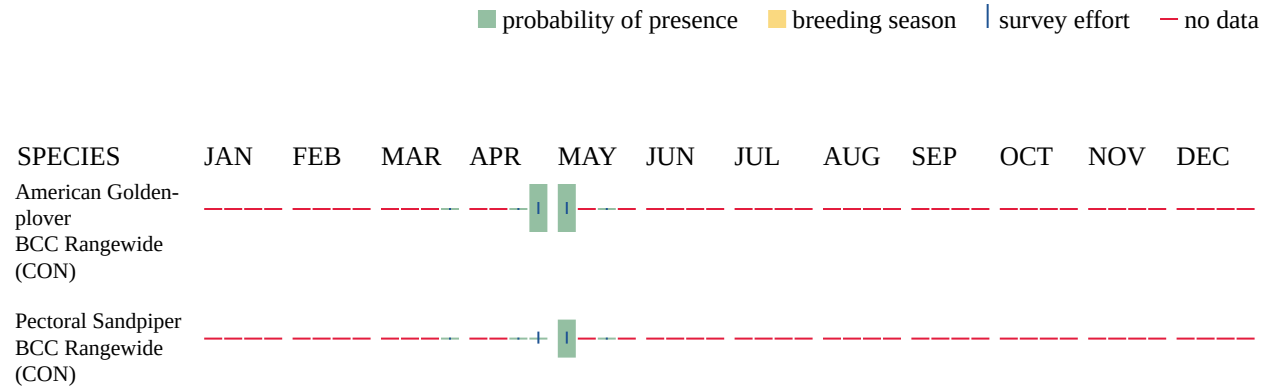
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

WETLANDS

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

THERE ARE NO WETLANDS WITHIN YOUR PROJECT AREA.









IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Lexi Kerr
Address: 3519 NE 15th Ave
Address Line 2: #325
City: Portland
State: OR
Zip: 97212
Email: lexi@greenkeysolar.com
Phone: 5038583185



May 2, 2023

Wetlands

	Estuarine and Marine Deepwater		Freshwater Emergent Wetland		Lake
	Estuarine and Marine Wetland		Freshwater Forested/Shrub Wetland		Other
			Freshwater Pond		Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

APPENDIX P

Decommissioning and Site Reclamation Plan,
Hammond Solar Facility
Piatt County, IL

June 6, 2025

PREPARED FOR:

Hammond Solar, LLC
3519 NE 15th Ave. #325
Portland, OR 97212

PREPARED AND SEALED BY:

José J. Rivera, PE, LEED AP
2031 Hearthstone Dr, Carrollton, TX 75010
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Illinois PE #062071261

06/06/2025



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Introduction

Hammond Solar, LLC (“**HS**”) proposes to build a photovoltaic (PV) solar facility (“**Solar Facility**”) in installation and operation of a 35-acre commercial solar energy facility (“**CSEF**” or “**Facility**” or “**Project**”) situated within the approximately situated within the approximately 77.339-acre parcel in Piatt County, Illinois, parcel identification number (“**PIN**”) 07-13-16-005-003-05, located at southwestern corner of the intersection of East 400 North Road on the north and East 900 Road on the east (“**Property**”). The Facility is to be located primarily on the east portion of the Property. Approximate GIS coordinates 88.5775465°W 39.8464194°N.

The Solar Facility is planned to have a nameplate capacity of approximately 4.99 megawatts (MW) alternating current (AC) and will be built on a 35-acre portion of private agricultural land (“**Facility Site**”).

The proposed site development will occur within a mixed agricultural, commercial, recreation and residential area. The Project parcel is located on agricultural land with onsite operations currently the routine maintenance of agricultural land and annual rotation of bean and corn crops. To the north and northeast lies undeveloped rural land. To the west

No surface water, streams, settling ponds, lagoons, surface impoundment, wetlands, or natural catch basins were identified on the subject property, nor were domestic wells identified. The property has no known agricultural drainage tile.

This Decommissioning and Site Reclamation Plan (“**Plan**”) is developed according to the standards within the Agricultural Impact Mitigation Agreement (Standard Solar AIMA V.8.19.19)¹ and 55 ILCS 5/5-12020. This Plan provides an overview of activities that will occur during the decommissioning and destruction phase (“**Decommissioning**”) of the Solar Facility, including the following: activities related to the restoration of land, removal of underground cabling and support structures, repair of compaction and rutting, prevention of soil erosion, removal of access roads, weed mitigation, the management of materials and waste, projected costs, and financial assurance or funds overview.

The Solar Facility will have an estimated useful lifetime of 30 years or more. This Plan assumes that the Solar Facility will be dismantled and that the Facility Site will be restored to a state substantially similar to its pre-construction condition at the end of its useful lifetime or upon abandonment of a Solar Facility for any reason. Typically, decommissioning will occur upon the end of the agreed term with the landowner. As stated in the AIMA, decommissioning of the facility shall occur within twelve months after the useful life of the Solar Facility.

Deconstruction and decommissioning of the Solar Facility will include the disconnection of the Solar Facility from the electrical grid and the removal of all Solar Facility related equipment in accordance with the AIMA and the agreement with the landowner, including:

- Photovoltaic (PV) modules (panels), panel racking, and foundation supports;

¹ Illinois Department of Agriculture, “Agricultural Impact Mitigation Agreements,” Standard Solar Agricultural Impact Mitigation Agreement (V.8.19.19), 2023, <https://agr.illinois.gov/resources/aima.html>.

- Inverter units, substation(s), transformer(s), energy storage facilities, and other electrical equipment;
- Access roads, wiring cables, communication tower, perimeter fencing; and,
- Storage containers, staging yard areas, buildings (if any), and concrete foundations.

This Plan is based on current best management practices and procedures. Nonetheless, this Plan may be subject to revision based on new standards and emergent best management practices at the time of decommissioning. Permits will be obtained as required and notification will be given to stakeholders prior to decommissioning.

Decommissioning of the Solar Facility

At the time of decommissioning, the installed components will be removed, reused, disposed of, and recycled, where possible. Decommissioning includes removal of structures installed above ground and below ground. The Facility Site will be restored to a state substantially similar to its pre-construction condition. All removal of equipment will be done in accordance with any applicable local, state, and federal regulations and manufacturer recommendations. All applicable permits will be acquired.

Equipment Dismantling and Removal

Generally, the decommissioning of a Solar Facility proceeds in the reverse order of the installation.

1. The Solar Facility shall be disconnected from the utility power grid.
2. PV modules shall be disconnected, collected, and disposed of at an approved solar module recycler or reused / resold on the market. Although the PV modules will not be cutting edge technology at the time of decommissioning, they are estimated to still produce electricity output and add value for many years.
3. All aboveground, and all underground up to a depth mutually agreed upon between landowner and HS, electrical interconnection and distribution cables shall be removed and disposed off-site by an approved facility.
4. Galvanized steel PV module support and racking system support posts shall be removed and disposed off-site by an approved facility. All above ground portions of the supports shall be removed, and below ground portions shall be removed to a depth of mutually agreed upon between the landowner and HS.
5. Electrical and electronic devices, including transformers and inverters shall be removed and disposed off-site by an approved facility.
6. Concrete foundations shall be removed and disposed off-site by an approved facility.
7. Fencing shall be removed and will be disposed off-site at an approved facility.

The below ground portions of the Solar Facility will be removed entirely where practical. Any supports that are more firmly anchored, or difficult to pull out, will be cut off to a depth below the surface mutually agreed upon between the landowner and HS, and the remaining support may be left in place. This depth will not impact the ability of the land to be returned to farming

or agricultural activities.

No hazardous materials are used during the construction or operation of the solar facility. As such, the disposal of any hazardous materials or waste will not be required as part of the decommissioning process.

Environmental Effects

Decommissioning activities, particularly the removal of project components, could result in environmental effects similar to those of the construction phase. For example, there is the potential for disturbance (erosion/sedimentation/fuel spills) to adjacent watercourses or significant natural features. Mitigation measures similar to those employed during the construction phase of the Solar Facility will be implemented. These will remain in place until the site is stabilized in order to mitigate erosion and silt/sediment runoff and any impacts on the significant natural features or water bodies located adjacent to the Facility Site. It is anticipated that a Storm Water Pollution Prevention Plan (SWPP) and a National Pollutant Discharge Elimination System (NPDES) Permit from the Illinois Environmental Protection Agency (IEPA) will be required as part of the decommissioning process.

Road traffic will temporarily increase due to the movement of decommissioning crews and equipment. There may be an increase in particulate matter (dust) in adjacent areas during the decommissioning phase. Decommissioning activities may lead to temporary elevated noise levels from heavy machinery and an increase in trips to the project location. Work will be undertaken during daylight hours and conform to any applicable restrictions.

Site Restoration

Through the decommissioning phase, the Facility Site will be restored to a state similar to its pre- construction condition. All project components will be removed.

All portions of the Facility Site that were impacted by vehicles or machinery during construction, operation, and decommissioning that experienced compaction and/or rutting will be restored. The prior agricultural land will be ripped to a depth of 18 inches where practicable to restore the land to equivalent conditions prior to construction. These disturbed areas shall then be disked. Rehabilitated lands may be seeded with appropriate vegetation, such as low-growing species, to help stabilize soil conditions, enhance soil structure, and increase soil fertility.

Managing Materials and Waste

During the decommissioning phase a variety of excess materials and waste will be generated. Most of the materials used in a Solar Facility are reusable or recyclable and some equipment may have manufacturer take-back and recycling requirements. Any remaining materials will be removed and disposed of off-site at an appropriate licensed facility. HS will establish policies and procedures to maximize recycling and reuse and will work with manufacturers, local subcontractors, and waste firms to segregate material to be disposed of, recycled, or reused.

HS will be responsible for the logistics of collecting and recycling the PV modules and to minimize

the potential for modules to be discarded in the municipal waste stream. Currently, some manufacturers and new companies are looking for ways to recycle and/or reuse solar modules when they have reached the end of their lifespan. It is anticipated there will be more recycling options available for solar modules at the time of decommissioning. HS proposes to determine the best way of disposing of the solar modules using best management practices at the time of decommissioning.

Decommissioning Notification

Decommissioning activities may require the notification of stakeholders given the nature of the works at the Facility Site. Fulton County in particular will be notified prior to commencement of any decommissioning activities. Six months prior to decommissioning, HS will update their list of stakeholders and notify appropriate municipalities of decommissioning activities. Federal, County, and local authorities will be notified as needed to discuss the potential approvals required to engage in decommissioning activities.

Decommissioning Costs and Financial Assurance

HS plans to pay for the Decommissioning costs as follows:

- Funds generated from the recoupment of initial investment dollars through salvage of equipment and/or materials;
- Operating revenues generated from the Project and held for the purpose of Decommissioning;
- Decommissioning specific or other commercial Financing; and/or
- Other reasonable methods of paying for Decommissioning costs.

Additionally, HS will provide the County with financial assurance to cover the Estimated Costs of Deconstruction of the Solar Facility as provided in Exhibit A hereto. As defined in the AIMA, the term “financial assurance” is a reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary. Provision of this financial assurance will be phased in over the first 11 years of the Solar Facility’s operation according to the requirements in the AIMA as follows:

1. On or before the first anniversary of the commercial operation date, HS 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, HS 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, HS 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.

Prior to the commencement of construction, HS will file this Plan with the County. The County shall have access to the financial assurance for the expressed purpose of completing decommissioning if decommissioning is not completed by HS within twelve months of the end of the project life or facility abandonment. The County will have access to the facility property, pursuant to reasonable notice, to effect or complete decommissioning using the facility owner's financial security for decommissioning. This Plan ensures financial resources will be available to fully decommission the site. A draft Decommissioning Agreement and Performance Guaranty between HS and the County, which identifies procedures for County's access to financial assurances, among other things, is provided in Exhibit B attached hereto.

Approvals

Well-planned and well-managed commercial solar energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of a Solar Facility will follow all applicable standards present at the time deconstruction and decommissioning occurs. HS will ensure that any required permits are obtained prior to decommissioning, including any applicable the County ordinances and/or regulations of the Illinois Environmental Protection Agency or the United States Environmental Protection Agency.

As required by the Illinois Department of Agriculture ("IDOA"), a signed AIMA between the facility owner and IDOA is included with HS's application to the County for a conditional use permit. The standards contained within the AIMA are applicable to the construction and deconstruction activities which occur on privately owned agricultural land. Except for specific items in the financial assurance section of the AIMA, all actions set forth in the AIMA are subject to modification through negotiation by HS and the landowner. The decommissioning will be in compliance with 55 ILCS 5/5-12020. This statute states a County shall not require standards for decommissioning or deconstruction of a commercial solar energy facility or relate financial assurances that are more restrictive than those included in the Department of Agriculture's standard solar agricultural impact mitigation agreement, version 8.19.19, as applicable and in effect on December 31, 2022.

In accordance with the AIMA, the County may, but is not required to, reevaluate the estimated costs of deconstruction of the Solar Facility after the tenth anniversary of the commercial operations date, and every five years thereafter. This Plan will be updated and submitted to the County as necessary over the term of the Solar Facility to ensure that changes in technology and site restoration methods are taken into consideration.

Conclusion

This Decommissioning and Deconstruction Plan ensures the Solar Facility is properly decommissioned upon the end of the useful life of the facility. The terms of this decommissioning plan will be binding upon the facility owner and any of its successors, assigns, or heirs.

Exhibit A

Estimated Costs of Deconstruction

Decommissioning Costs					
Project Name	Hammond Solar				
County	Piatt County, IL				
Nameplate Capacity	4.99 MW(AC)				
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Removal/Disposal					
1	Solar Modules	12,480	Units	\$7.23	\$90,233.59
2	Inverters	40	Units	\$155.00	\$6,200.00
3	Transformer	4	Units	\$3,000.00	\$12,000.00
4	Racking Frame (Steel)	421	Units	\$142.00	\$59,735.97
5	Racking Posts (Steel)	1,262	Units	\$5.80	\$7,319.76
6	Wire (Aluminum)	28,045	LF	\$0.20	\$5,608.99
7	Wire (Copper)	70,112	LF	\$0.09	\$6,310.11
8	Asphalt	0	SY	\$52.00	\$0.00
9	Concrete	70	CY	\$90.00	\$6,310.11
10	Gravel	351	CY	NA	\$3,500.00
11	Chain Link Fence	9,570	LF	\$1.10	\$10,527.00
Site Restoration					
12	Grading/Seeding/Mulching	25	AC	\$1,125.00	\$28,125.00
				Total	\$235,870.54
Salvage Value					
13	Solar Modules	12,480	Units	\$4.75	\$59,280.00
14	Inverters	40	Units	\$180.00	\$7,200.00
15	Transformer	4	Units	\$2,500.00	\$10,000.00
16	Racking Frame (Steel)	350,422	LB	\$0.10	\$35,042.16
17	Racking Posts (Steel)	140,084	LB	\$0.10	\$14,008.45
18	Wire (Aluminum)	11,919	LB	\$0.78	\$9,296.90
19	Wire (Copper)	5,258	LB	\$3.85	\$20,244.94
20	Chain Link Fence	42,011	LB	\$0.11	\$4,621.25
				Sub Total	\$159,693.70
Net Cost of Decommissioning					\$76,176.84

Exhibit B

Draft Decommissioning Agreement and Performance Guaranty

DECOMMISSIONING AGREEMENT AND PERFORMANCE GUARANTY

This performance guaranty ("Guaranty") is made as of _____, 2025, by and between Hammond Solar, LLC, an Illinois limited liability company ("**Applicant**"), and for the benefit of Piatt County, Illinois ("**County**"), and its successors and assigns.

RECITALS:

A. Applicant applied for a special use permit ("**SUP**") from the County for the development and operation of a 35-acre commercial solar energy facility in the County of Olney on part of the County's parcel identification number ("**PIN**") 07-13-16-005-003-05 ("**Project**"). The County approved the application granting the requested SUP pursuant to the County Code. The SUP approval obligates the Applicant to completely remove the solar panels and related equipment in accordance with the decommissioning plan submitted with its application ("**Decommissioning Plan**") within twelve months of the end of the solar facility's operating life. In particular, the SUP approval requires Applicant to provide a performance guarantee in a form approved by the County for payment to County should Applicant fail to perform its decommissioning obligations.

B. Applicant has provided County with an updated copy of the Decommissioning and Deconstruction Plan, including a cost analysis prepared by José J. Rivera, an Illinois licensed Professional Engineer (Illinois License Number 062-071261), of Rivera Engineering. The plan estimates that the projected net cost of decommissioning in accordance with the Decommissioning Plan will be seventy six thousand one hundred seventy six dollars and eighty-four cents. (\$76,176.84) ("**Estimate**").

C. County is willing to accept this Guaranty from Applicant as fulfilling the requirements imposed on Applicant under the SUP only if the Applicant agrees to provide a bond from a surety company that unconditionally guarantees payment of up to the full amount of the Estimate, which is the sum seventy six thousand one hundred seventy six dollars and eighty-four cents. (\$76,176.84) ("**Guaranteed Sum**").

AGREEMENT

NOW, THEREFORE, to satisfy County's condition to the granting of the SUP to Applicant, enabling Applicant to proceed with the development of the Project and issuance of the building permit, Applicant agrees as follows:

1. Guaranty. Applicant irrevocably, unconditionally, and absolutely guarantees to and for the benefit of County the due, punctual and full payment of the costs

of Project decommissioning, as outlined in the Decommissioning Plan, in the event and to the extent that Applicant fails to fulfill its obligations under the Decommissioning Plan, plus interest and costs of enforcement and collection of this Guaranty as provided herein, up to the maximum amount of the Guaranteed Sum. This is a continuing guaranty which shall remain in full force and effect until the Project is fully decommissioned or the Guaranteed Sum has been fully paid using the method(s) set forth in Decommissioning Plan and as set forth below, whichever shall first occur.

2. Form and Manner of Payment. Applicant shall pay the Decommissioning Costs as set forth in the Decommissioning Plan. Further, the County requires that the Applicant's obligations be secured by a bond ("**Bond**") substantially in the form of the attached **Exhibit A** issued in favor of County by a surety company reasonably satisfactory to County ("**Surety**"). The Bond shall be in an amount equal to the Guaranteed Sum, payable to County as provided in the Bond and this Guaranty, and shall continue in force for the duration of the Guaranty. The Bond shall be payable according to the timeline included in the applicable Agricultural Impact Mitigation Agreement for the Project. The County shall not unreasonably withhold its consent to a request by Applicant to replace the Bond or Surety with a substitute bond or surety so long as such substitute is commercially equivalent and capable of fulfilling the original commitment.

3. Applicant's Obligations are Absolute. The obligations of Applicant under this Guaranty are absolute and unconditional, not subject to any counterclaim, set-off, recoupment, deduction or defense based upon any claim Applicant may have against County and shall remain in full force and effect without regard to, and shall not be released, discharged or terminated or in any other way affected by, any circumstance or condition (whether or not Applicant shall have any knowledge or notice thereof), including without limitation any waiver by County of any breach of the SUP by Applicant. Notwithstanding the foregoing, Applicant and Surety shall have no payment obligation hereunder unless and to the extent Applicant shall fail to perform its obligations under the Decommissioning Plan.

4. Waiver of Defenses. Applicant unconditionally waives the following: (a) notice of acceptance of this Guaranty and of any matters referred to in Section 3 above or (b) any requirement that County act with diligence in enforcing its rights under the SUP or this Guaranty. The intention of Applicant under this Guaranty is that if Applicant shall have failed to fulfill its obligations pursuant to the Decommissioning Plan and any of the Guaranteed Sum remains unpaid by Applicant or pursuant to the Bond from Surety, the obligations of Applicant hereunder shall not be discharged except by a written release of the obligations by County or by performance and then only, in each such instance, to the extent of such release or performance.

5. Expenses. Applicant agrees to pay on demand and whether or not suit is brought, all costs and out of pocket expenses, including without limitation court costs and expenses, bankruptcy and insolvency costs and expenses and the reasonable fees and

disbursements of legal counsel, incurred by or on behalf of County in connection with the enforcement, defense or interpretation of Applicant's obligations under this Guaranty, or the protection of County's rights under this Guaranty.

6. Substitution of Applicant. Notwithstanding any other provision contained in this Guaranty, if Applicant's interest the Project shall be fully transferred by sale or otherwise prior to the full decommissioning of the Project, County shall not unreasonably withhold its consent to a request by Applicant for its release from this Guaranty so long as a substitute guarantor reasonably acceptable to County and giving the same commitments as provided herein is provided.

7. Waiver. Neither this Guaranty nor any term hereof may be changed, waived, discharged or terminated except by an instrument in writing signed by County and Applicant expressly referring to this Guaranty and to the provisions so changed or limited. No such waiver shall extend to or affect any obligation not expressly waived or impair any right consequent thereon. No course of dealing or delay or omission on the part of County in exercising any right under this Guaranty shall operate as a waiver thereof or otherwise be prejudicial thereto.

8. Notices. Any demand or notice required or permitted to be given by County to Applicant under this Guaranty shall be in writing and shall be deemed to have been duly given if delivered personally or by overnight courier service or if sent by registered or certified mail, return receipt requested, addressed to Applicant at the address for notices set forth below Applicant's signature below or any other address furnished by Applicant to County. Any notice delivered to Applicant's designated address in the manner set forth herein shall be deemed to have been received by Applicant at the time the notice is delivered at the designated address. Applicant shall provide County with the notice address for Surety at the time of delivery of the Bond.

9. Counterparts; Facsimile and Scanned Email Signatures. This Guaranty may be executed in counterparts and when each party has signed and delivered at least one such executed counterpart to the other party, then each such counterpart shall be deemed an original, and, when taken together with the other signed counterpart, shall constitute one agreement which shall be binding upon and effective as to all signatory parties. Facsimile and scanned email signatures shall operate as originals for all purposes under this Guaranty.

10. Governing Law/Jurisdiction. This Guaranty shall be governed by and construed in accordance with the laws of the State of Illinois and the obligations, rights and remedies of Applicant and County hereunder shall be determined in accordance with such laws without, however, giving effect to any provisions thereof that would require application of the laws of any other jurisdiction. Applicant hereby consents to the jurisdiction of the courts of the State of Illinois.

11. Invalid Provisions. If any provision of this Guaranty or the application thereof to Applicant or any circumstance in any jurisdiction whose laws govern this Guaranty shall, to any extent, be invalid or unenforceable under any applicable statute, regulation or rule of law, then such provision shall be deemed inoperative to the extent of such invalidity or unenforceability and shall be deemed modified to conform to such statute, regulation or rule of law. The remainder of this Guaranty and the application of any such invalid or unenforceable provision to parties, jurisdictions or circumstances other than those to whom or to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability nor shall such invalidity or unenforceability affect the validity or enforceability of any other provision of this Guaranty.

12. General Provisions. This Guaranty shall be binding upon the respective heirs, legal representatives, successors and assigns of Applicant, and shall inure to the benefit of County and its successors and assigns. Descriptive headings of the Sections of this Guaranty have been inserted herein for convenience of reference only and shall not define or limit the provisions hereof.

APPLICANT: Hammond Solar, LLC, an Illinois limited liability company By: _____ Name: _____ Its: _____ Address: 3519 NE 15 th Ave. #325 Portland, OR 97212	COUNTY: Piatt County, Illinois By: _____ Name: _____ Its: _____
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EXHIBIT A

[Form of Surety Bond]

1 IN THE CIRCUIT COURT OF THE 13TH JUDICIAL CIRCUIT
2 GRUNDY COUNTY - ILLINOIS

3 EQUITY SOLAR ILLINOIS, LLC,)
4 Et al.,)
5)
6 Plaintiffs,)
7)
8)
9 vs.) No. 24-CF-10
10)
11)
12 COUNTY OF GRUNDY, ILLINOIS,)
13)
14)
15 Defendant.)

16 REPORT OF PROCEEDINGS of the electronic
17 recording of the above-entitled cause before the
18 HONORABLE SHELDON R. SOBOL, Judge of said Court,
19 on the 8th day of May, 2025.

20 APPEARANCES:

21 MR. ROBERT MIDDLETON
22 MS. MEERA GORJALA

23 Attorneys at Law
24 Appeared on behalf of the Plaintiffs;

25 MR. KURT ASPROOTH

26 Attorney at Law
27 Appeared on behalf of Grundy County;

28 MS. ERIN MONFORTI

29 Attorney at Law
30 Appeared on behalf of County of Grundy.

31 MEGAN L. ROMAK, CSR
32 OFFICIAL COURT REPORTER - GRUNDY COUNTY, ILLINOIS
33 LICENSE NO. 084-004047

1 THE COURT: If I could have everyone identify
2 themselves and the parties you represent.

3 MS. GORJALA: I'm Meera Gorjala on behalf of
4 Plaintiff.

5 THE COURT: Okay.

6 MR. MIDDLETON: Robert Middleton on behalf of
7 Plaintiffs.

8 THE COURT: Okay.

9 MR. ASPROOTH: Kurt Asprooth on behalf of the
10 County.

11 MS. MONFORTI: Erin Monforti on behalf of the
12 County.

13 THE COURT: Okay. We have competing cause
14 motions for judgment pleadings -- I apologize. I've
15 lost my voice from a cold, so if you can't hear me,
16 let me know.

17 I've reviewed the pleadings, but if there
18 is anything that you'd like to briefly make of
19 record, please go ahead.

20 I think the County filed a motion for
21 judgment pleadings first, so if the County wants to
22 go forward, go ahead.

23 MR. ASPROOTH: Certainly, Your Honor.

24 I think we'd like to start by making it

1 clear that this issue is not about truly the
2 substance of the County's decision on the Plaintiffs'
3 applications. The issue here is the remedy that the
4 Plaintiffs have sought.

5 THE COURT: Mandamus.

6 MR. ASPROOTH: Yes, Your Honor, mandamus.

7 So the question before the Court, in our
8 opinion, is not whether or not the County's decision
9 is right or wrong or whether or not it complied with
10 those standards, it's whether or not the County, the
11 elected County Board, can be compelled to exercise
12 their discretion and issue a special-use permit made
13 by the Plaintiffs.

14 The case law on the issue of this is very
15 clear. There is the case *LaSalle County* -- or
16 *LaSalle National Bank v. County of Lake*. The Court
17 clearly held that the decision to issue a special-use
18 permit is not a ministerial action. So from our
19 perspective, that case alone puts this issue to rest.

20 The issuance of a special-use permit is a
21 legislative decision. It's not a ministerial action.
22 It's an exercise of discretion. So, based on that,
23 discretion can never -- if there's discretion,
24 mandamus can never model. Mandamus is an

1 extraordinary remedy. There has to be a clear right.
2 And if there is any discretion in those officials of
3 that official to act, then mandamus is not the
4 appropriate remedy.

5 So we think the case law in this issue,
6 first, is very clear. There is absolutely no case in
7 Illinois law where a special-use permit has been
8 compelled to be issued by an order of mandamus. So I
9 think that's the first point we'd like to highlight.

10 The second point, as far as the actual
11 solar amendments themselves, there's lots of debate
12 in the briefs about the language of the solar
13 amendments, what that means, things of that nature.

14 The language of the solar amendments says
15 that a special-use permit or an application shall be
16 approved if it's in compliance with this Act and all
17 other applicable laws.

18 This act means the County's code. This
19 County's code already addresses the standard or view
20 and the nature of the action to issue a special-use
21 permit. And that's a legislative decision.

22 The County's code is very clear. Any
23 decision by any county on a special-use application
24 is treated as a legislative decision per judicial

1 review purposes.

2 Here, we're on judicial review. That
3 decision by the County to deny that special-use
4 permit has to be viewed as a legislative decision.
5 As a legislative decision, that challenges -- the
6 remedy to challenge that legislative decision is to
7 claim that it violated their substantive or
8 procedural due process rights. That's the LaSalle
9 factors, and that's been codified in Illinois law for
10 60, 70 years now. That's the way the Court's review
11 a challenge to a denial or approval of a special-use
12 permit. It wasn't arbitrary or capricious when
13 viewed through the lens of the LaSalle factors.

14 So we think that all -- you know, clearly a
15 legislative decision that can only be attacked for
16 violating constitutional rights. It can't be subject
17 to mandamus. That legislative body can't be
18 compelled to exercise their discretion one way or
19 another.

20 THE COURT: I understand your argument.

21 MR. ASPROOTH: Yes. So I think that's the main
22 point we'd like to make on that language.

23 As far as the legislative history, Your
24 Honor, we did point that out. While we think the

1 language is clear in our favor, Plaintiffs disagree.
2 So I think if there is any ambiguity in the statutory
3 language, we look to the legislative history there.

4 I think the sponsors of the solar
5 amendments themselves have said again and again in
6 the legislative debates that the intent was to retain
7 local control. They wanted to put outside
8 guardrails, here's where the setbacks have to be,
9 here's where you can and can't locate them generally,
10 but they're guardrails. They are not saying this is
11 the end-all be-all decision. And I think the
12 sponsors of the bills say local control remains. The
13 decision is ultimately up to the County. They
14 weren't taking away discretion entirely. If they
15 wanted to take discretion away entirely, the
16 legislature easily could have. All they had to do
17 was say a solar farm is a permitted use in any county
18 that meets the standards and that's it. There would
19 be no need for it to go to public hearing. There
20 would be no need for it to go to the County Board.
21 It would be an administrative perfunctory approval.

22 That's not what the solar amendments in the
23 legislature did. They specifically designated that
24 solar farms can be classified as a special use. And

1 again, a special-use, under the County's code, is a
2 legislative decision. That's not a -- not a
3 ministerial act.

4 THE COURT: Counsel, generally I'd agree with
5 you. And in reviewing the statute -- the statute
6 subject here, 5-12020, is one that permits the County
7 a very limited ability to set rules which is
8 different than what is provided for in the County's
9 code.

10 So this is much more limiting in nature in
11 what the County has the right to say for the
12 special-use permit when it comes to these solar
13 facilities. And in this case, and I apologize for my
14 voice again, those limited requirements that are
15 satisfied, once those are all satisfied, if the
16 applicant has satisfied them, then it is required
17 that the County issues the special-use permit.
18 That's the "shall be issued" language that is in the
19 statute. And that's where the legislative function,
20 which generally applies to the County code, is taken
21 away and becomes -- the discretionary -- I'm sorry,
22 the legislative is taken away and becomes a
23 discretionary decision. And once everything is
24 satisfied, in this instance, that's what's been pled,

1 that's what's been admitted to, then the County has
2 to issue the burden.

3 So upon -- that's the way that I read the
4 statute. I'm not saying that I like it either, and
5 I'm not saying that I agree that it's good
6 legislation. I'm just saying that is the way I read
7 the statute, and that's the way I read the law.

8 So for that reason, the County's motion for
9 judgment on the pleadings is going to be denied.

10 Anything that the Plaintiff would like to
11 state to make of record on their motion or judgment
12 on the pleadings?

13 MS. GORJALA: We have a couple of points that
14 we'd like to touch.

15 We agree with the way that Your Honor has
16 read the solar amendments that there is a
17 non-discretionary duty to issue permits where statute
18 says that they shall be issued if they meet certain
19 requirements. We think based on the pleadings, it's
20 clear that the applications for the two solar
21 projects at issue here met all of the requirements of
22 Grundy County solar ordinance and Illinois solar
23 statute. And based on that, mandamus is an
24 appropriate remedy here.

1 We also, I think, would like to highlight
2 sort of the discretion that counties have under the
3 solar amendments versus the discretion that they do
4 not. The Illinois legislature here specifically
5 outlined the types of restrictions that can be
6 imposed for special-use permits for solar projects.
7 And as you noted, removed the discretion to deny
8 special-use permits that meet those requirements.

9 So counties do have some choice in the
10 types of restrictions that they can impose in the
11 first instance in their local ordinances if they are
12 no more restrictive than those permitted by the solar
13 amendments, and Grundy County's own ordinance
14 reflects that. However, here where all the
15 requirements are met, the permits must be issued.

16 So in that instance, since the County has
17 violated a non-discretionary duty, mandamus is an
18 appropriate remedy in this case.

19 THE COURT: Response?

20 MR. ASPROOTH: I certainly would like to, I
21 think, Your Honor.

22 The Plaintiffs are clearly admitting that
23 there is discretion involved here. And where there
24 is discretion, mandamus cannot lie. So I think that

1 is, again, leading to our argument here that while,
2 yes, they have a right to challenge the County's
3 decision, mandamus isn't that remedy. If there is
4 any discretion involved here, and they admit there is
5 discretion on the part of the County, mandamus is not
6 an appropriate remedy.

7 So if they wanted to challenge the County's
8 decision, they had a right and these factors would be
9 part of that lawsuit. And they would be certainly an
10 indication of compliance whether or not that decision
11 was arbitrary or capricious. But if there is any
12 discretion here, as they admit there is discretion,
13 then mandamus cannot lie. That is not the
14 appropriate remedy.

15 THE COURT: See, and that's -- the discretion
16 really comes into play when you set the rules. The
17 boxes that have to be checked satisfy the
18 requirements in the special-use permit. Maybe I said
19 that incorrectly when I was ruling on your motion.

20 The discretion that the County has is to
21 implement these certain restrictions that are
22 provided for in the 12020. The County does that and
23 you satisfy and check off each of those boxes, then
24 you shall issue the special-use permit, and that's

1 the situation that were founded.

2 And again, Counsel, I don't necessarily
3 like the way this legislation is drafted. I think it
4 ties the hands of some of the local authorities, but
5 it is what it is and in this case the plaintiff has
6 pled and the defense has admitted paragraphs 31
7 through 91, the allegations of the complaint.

8 Based upon that and all those boxes being
9 checked and satisfied, the requirement is that the
10 special-use permit be issued in this instance,
11 therefore, mandamus won't lie for -- will be entered
12 for the Plaintiff in this instance.

13 Go ahead, counsel.

14 MR. ASPROOTH: If I may make one more final
15 point, Your Honor.

16 THE COURT: Go ahead.

17 MR. ASPROOTH: As far as that specific language,
18 that cite issued here that "shall be approved"
19 language. So if I could quote it to Your Honor.

20 THE COURT: Go ahead.

21 MR. ASPROOTH: It's important to understand
22 where these four arguments based on here. So in that
23 it says, a request for siting approval or a
24 special-use permit for a commercial wind or

1 commercial solar energy facility or modification
2 shall be approved if the request is in compliance
3 with the standards and conditions imposed in this
4 Act.

5 So when it says Act, that means the
6 County's code. If they meant to say that this Act
7 and that they only need to comply with the solar
8 amendments, then they would have said it only needs
9 to comply with this section. And if you go back to
10 the other portions of the solar amendments,
11 specifically where it says you can't enact anything
12 more restrictive, it says a commercial -- the
13 standards may include all the requirements specified
14 in this section but may not include requirements for
15 commercial wind facilities or commercial solar energy
16 facilities that were more restrictive than specified
17 in this section.

18 So in that instance the legislature said,
19 yes. The solar amendments that that's all that
20 they're governing this year. But in this instance,
21 when they're talking about the language where it
22 shall be approved, they say this Act, meaning the
23 entire County's code. And to look at that, the
24 entire County's code, includes the language

1 designating a special-use permit decision as a
2 legislative act. So to say that this language that
3 it shall be approved, that means it has to be
4 approved if it's in compliance with the entire
5 County's code not just this section.

6 THE COURT: Okay. Sounds like you're making the
7 Appellate Court make that decision, so good luck.

8 Are you guys prepared to circulate an order
9 yourselves and submit it to my clerk?

10 MS. GORJALA: Sure.

11 MR. ASPROOTH: Thank you, Your Honor.

12 THE COURT: I expect you're taking this up on
13 appeal?

14 MR. ASPROOTH: I'll have to talk to the County,
15 Your Honor.

16 THE COURT: Do you want to set it for a status
17 then?

18 MR. ASPROOTH: Yes. If we could do maybe a
19 30-day status.

20 THE COURT: How many days?

21 MR. ASPROOTH: A 30-day status -- actually 14
22 days.

23 THE COURT: Yeah, let's do 14. Today being the
24 8th, the 22nd at 8:45. And we're not doing status by

1 Zoom anymore. We've been getting Zoom bombed.

2 MS. GORJALA: Your Honor, do you have a
3 preferred method that we submit the draft order?

4 THE COURT: E-mail to Megan Thompson.

5 MS. GORJALA: Okay.

6 MR. ASPROOTH: Thank you, Your Honor.

7 THE COURT: Thank you. Have a good day. The
8 Court will stand in recess.

9 (End of proceedings.)

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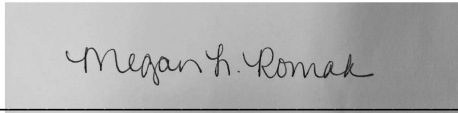
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24

1 IN THE CIRCUIT COURT FOR THE 13TH JUDICIAL CIRCUIT
2 GRUNDY COUNTY, ILLINOIS

3
4 CERTIFICATE OF REPORTER

5 I, Megan L. Romak, CSR# 084-004047, an
6 Official Court Reporter for the Circuit Court of Grundy
7 County, 13th Judicial Circuit of Illinois, transcribed
8 the electronic recording of the proceeding in the
9 above-entitled cause to the best of my ability and based
10 on the quality of the recording, and I hereby certify the
11 foregoing to be a true and accurate transcript of said
12 electronic recording.

13
14
15 
16

17 Official Court Reporter

18
19 Dated this 16th day
20 of May, 2025.
21
22
23
24