

**MEMORANDUM OF AGREEMENT AMONG
ILLINOIS GENERATION LLC,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING HERITAGE PRAIRIE WIND FARM PROJECT, KANKAKEE COUNTY
AND LIVINGSTON COUNTY, ILLINOIS
(SHPO LOG #020040523)**

WHEREAS, Illinois Generation LLC (Owner) plans to undertake the Heritage Prairie Wind Farm Project (Project) in Kankakee and Livingston Counties, Illinois (Attachment 1 – Project Location Map); and

WHEREAS, the Project requires a National Pollutant Discharge Elimination System (NPDES) permit from the Illinois Environmental Protection Agency (IEPA), thereby making the project an “Undertaking” subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

WHEREAS, the Owner has consulted with the Illinois State Historic Preservation Office (SHPO), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, the State Historic Preservation Office (SHPO) currently resides within IDNR (Office), and the Director of IDNR is the duly designated State Historic Preservation Officer (Officer); and

WHEREAS, the Officer Determined that the forty-seven (47) archaeological sites reported by the Owner in the Phase I Archaeological Survey reports completed for the project and submitted on November 8 and 12, 2024, will not be adversely affected by the Undertaking as they either do not qualify for the National Register of Historic Places (NRHP) or will be avoided by project activities using approved avoidance plans submitted on March 21, 2025; and

WHEREAS, on April 14, 2025, the Officer determined that fifteen (15) properties within the project’s Area of Potential Effects (APE) are NRHP eligible, including the farmstead at 14797 IL-17, Buckingham (Resource 382); the Campus Historic District; Sacred Heart Church and School, Campus; the Winifred Walsh/John Mamer House, Campus; the Charles Walsh House, Campus; the Dwight Downtown Historic District; the Dwight Residential Historic District North; the Dwight Residential Historic District South; the farmstead at 16615 W 200N Rd., Reddick (Resource 408); the farmstead at 302 S 17000W Rd., Reddick (Resource 414); the farmstead at 157 S 180000W Rd., Reddick (Resource 418); the farmstead at 17124 W 1000S Rd. Reddick (Resource 424); the farmstead at 17200 W 1000N Rd., Reddick (Resource 440); the farmstead at 17435 IL-17, Reddick (Resource 443); and the farmstead at 18136 W 2000N Rd., Reddick (Resource 461); and

WHEREAS, the Officer has determined that the Undertaking will have an adverse visual effect on three (3) of the NRHP-eligible properties, including the farmstead at 14797 IL-17,

Buckingham (Resource 382); the farmstead at 17200 W 1000N Rd., Reddick (Resource 440); and the farmstead at 17435 IL-17, Reddick (Resource 443); and

WHEREAS, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect in notices published in the *Pontiac Daily Leader* on October 4, 2025, and the *Kankakee Times* on October 7, 2025, with fifteen (15) comments received; and

WHEREAS, the Owner has notified four (4) potential consulting parties (Kankakee County Historical Society, Dwight Historical Society, Essex Historical Society Museum, and the Livingston County Historical Society) of the adverse effect determination on September 18, 2025, and none have chosen to participate; and

NOW, THEREFORE, the Owner, IEPA, and the Officer agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of this Undertaking to the NRHP-eligible properties.

STIPULATIONS

- I. MITIGATION (Study/Survey of Italianate and Queen Anne Style Buildings, Kankakee and Livingston Counties, Illinois and an Intensive-Level History of the Property at 17200 W 1000 N Road, Reddick, Illinois)
 - A. Upon execution of this Agreement, the Owner will oversee development of a Research Design outlining the proposed methodology for the studies and the anticipated deliverables. The Research Design shall be approved by SHPO prior to initiation of field studies.
 - B. The Owner shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, <https://www.nps.gov/articles/sec-standards-prof-quals.htm>) to complete a study of Italianate and Queen Anne-style architecture in Kankakee County and Livingston County, Illinois and to develop an Intensive-Level History of the property at 17200 W 1000 N Road, Reddick, Kankakee County, Illinois. The study of Italianate and Queen Anne-style architecture will include the townships comprising the APE for the Heritage Prairie Wind Farm Project and the Intensive-Level History will be limited to the property at 17200 W N Road, Reddick, Kankakee County, Illinois. The Contractor shall:
 1. Conduct archival research to gather data that will be used to develop a historic context for the architecture study. The context will describe broad regional patterns in Queen Anne and Italianate architecture during the period of significance, highlight certain extant properties, and identify vernacular architecture trends within the project area.
 2. Conduct limited field surveys to identify and photograph representative Italianate and Queen Anne architectural types and stylistic influences for specified time periods

3. Prepare a report of the findings for review and use by SHPO. The report and associated spatial data for recorded resources will be submitted in hard copy and as a digital record that can be posted on the SHPO website. Within 30 days of receipt, the SHPO will advise in writing whether it concurs that the materials satisfy the mitigation requirements outlined in this Agreement. If the SHPO does not concur, it will explain why it does not concur.
 4. Conduct archival research to gather data that will be used to develop an intensive history of the Craftsman style dwelling and associated farm on the property at 17200 W 1000 N Road, Reddick, Kankakee County, Illinois. The history will include the land use and building development chronology of the property and will be developed through chain of title research, historic map analysis, and a review of population and agricultural census records.
 5. Seek to interview the current owners, who commented on the project during the public engagement phase and expressed a familial connection to the original owner of the property at 17200 W 1000 N Road, Reddick, Kankakee County, Illinois. If willing participants are identified, the Contractor will conduct interviews to document their experiences and memories of life on the property. These oral histories will be transcribed and provided as an appendix to a final intensive level property report. If the owners are not willing to participate, the history will be based on the archival research described in Stipulation I.B.4. above.
- C. Project construction of the array, new location access roads, and other appurtenant features may commence upon execution of this Agreement.

II. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied or it is amended or terminated and replaced. Prior to such time, the Owner may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Owner shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW ENCOUNTERS

If previously unidentified historic (NRHP-listed or eligible) properties are encountered or if unanticipated effects to historic properties are identified, the Owner shall consult with the Officer immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated encounter of human remains or burials, the Owner understands and agrees that it must immediately stop work within the area of encounter, consult with the Officer, and comply with the Human Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human remains shall be disturbed without a permit issued by IDNR.

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, Owner shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in Owner's efforts to carry out the terms of this Agreement.

V. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the Owner shall consult with the signatories to resolve the objection.

- A. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e (<https://www.ilga.gov/Legislation/ILCS/Articles?ActID=372&ChapterID=5>).

The Owner's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VI. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the last date all Parties sign it (or a counterpart).

VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A copy of this Agreement delivered in facsimile or .pdf or other digital format, including DocuSign or similar established service, will be considered for all purposes as an original.

EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the

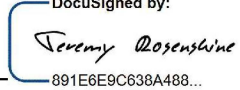
Undertaking in compliance with the Act. Project construction may commence upon execution of this document.

[Signature Pages to follow]

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(SHPO LOG #020040523)**

SIGNATORY

ILLINOIS GENERATION LLC

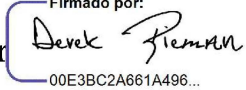
Signature:  891E6E9C638A488... Date: 3/31/2026

Name: Jeremy Rosenshine

Title: Authorized Signatory

SIGNATORY

ILLINOIS GENERATION LLC

Signature:  00E3BC2A661A496... Date: 3/20/2026 | 18:34:09 CET

Name: Derek Rieman

Title: Authorized Representative

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 4/2/2026
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

