

**MEMORANDUM OF AGREEMENT AMONG  
COLES WIND, LLC, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING NEW CONSTRUCTION OF ROADWAYS, A WIND FARM, AND  
SUBSTATION IN COLES COUNTY, ILLINOIS  
(SHPO LOG #018100125)**

**WHEREAS**, Coles Wind, LLC (Owner) plans to undertake construction of a wind farm (Coles Wind) in Coles County, Illinois. The Project construction will also include the building of a substation and roadway improvements.

**WHEREAS**, the Project requires a National Pollutant Discharge Elimination System (NPDES) permit, a Water Pollution Control permit, and a Public Water Supply 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 SHPO currently resides within IDNR (Office), and the Director of IDNR is the duly designated State Historic Preservation Officer (Officer); and

**WHEREAS**, on December 3, 2025, the Office has determined that seventeen (17) archaeological sites were identified within the 151 acres of the proposed Project area that were surveyed. Sites 11CO283, 11CO284, 11CO286, 11CO297, and 11CO298 are not eligible for inclusion in the National Register of Historic Places (NRHP). Archaeological sites 11CO282 and 11O285 remain unevaluated and will be avoided as planned. The remaining 1342.4 acres of the proposed project area are exempt from archaeological survey requests pursuant to Section 6 of the Act; and

**WHEREAS**, on December 3, 2025, the Officer responded to the architectural survey of 246 individual properties, four population centers, one railroad, and four cemeteries submitted by Coles Wind (Survey); and

**WHEREAS**, Airtight Bridge (Bridge 3165) over the Embarras River carrying Township Road 275 was listed to the NRHP on 11/30/81, under the Coles County Highway Bridges Over the Embarras River Multiple Property Submission (MPS);

**WHEREAS**, the Officer concurred that the Toledo, St. Louis, and Western Railroad (CW-KS-056) is eligible for the NRHP listing under Criterion A, transportation, at the local level of significance; and

**WHEREAS**, the Officer concurred that two neighboring residences in Charleston are individually eligible for NRHP listing under Criterion C, architecture, at the local level of significance. The neighboring residences, Grand Prairie Seed Farm (Residence I), located at 17981 E County Road 1600N (CW-RR-085), and the residence located at 16707 E County Road 1600N (CW-RR-086) (including a gazebo that contributes to the residence) (Residence II); and

**WHEREAS**, on December 3, 2025, the Officer determined that the Project, as planned, will constitute an adverse effect to Residence I (0.64 miles from turbine T-35 and 0.55 miles from turbine T-34) and Residence II (0.59 miles from turbine T-33); and

**WHEREAS**, the Officer has determined that the portions of the Project that include roadway improvements and construction of the substation and other non-turbine features of the Project will not constitute an adverse effect to historic property and therefore, construction of the substation and roadways may begin; and

**WHEREAS**, on July 28, 2025, the Owner proposed one alternative to creating adverse effects to historic properties which included removing eleven turbine locations from the Project layout to minimize effects; and

**WHEREAS**, on March 6, 2025, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect, in notices published in the *Journal Gazette-Times Courier* and public questions and comments being permitted and presented in fifteen separate public meetings held by Coles County on March 17, 19, April 10, 14, 15, 16, 17, 22, 23, 24, May 19, 30, June 9, 11, and July 1, 2026.

**WHEREAS, on DATE**, the Owner has notified the Charleston Historic Preservation Commission and Coles County Regional Planning (CCRP) of the adverse effect determination, and on December 23, 2025, CCRP has chosen to participate in the consultation to resolve the adverse effect; 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 Residence I and Residence II of the NRHP-eligible properties.

## **STIPULATIONS**

### **I. MITIGATION (HIBS)**

- A. The Owner shall contract with CCRP to complete a survey of Charles D. Mitchell designed architecture of the Charleston area (Recordation) to be housed in the Historic Illinois Buildings Collection, according to the measures described below.

1. The Owner will ensure that the mitigation is completed by CCRP, as stipulated in I. Mitigation.
2. The recordation must follow the applicable HIBS guidelines established by the Officer.
3. CCRP must consult with the Officer prior to the initiation of the work to ensure that expectations are understood.
4. The Officer may approve alterations to the applicable format and/or requirements of the Recordation, depending on the circumstances of the mitigation project.
5. The signing of the MOA must take place before the turbine construction portion of the Project may commence.
6. The CCRP shall prepare and email a 95% draft of the Recordation in .pdf format to the Officer for review and comment.
7. When the Officer accepts the 95% draft submission of the Recordation, in writing, CCRP shall incorporate into the recordation any comments that the Officer provides and complete the final documentation.
8. Upon completion of the final documentation, CCRP shall submit the following to the Officer:
  - a. One archival clamshell of sufficient size to encapsulate the Recordation.
  - b. One copy of the Recordation, on archival materials, for deposit in the Abraham Lincoln Presidential Library and Museum.
  - c. One digital record (download, link, flash drive, CD, or DVD) with the complete Recordation for posting on the SHPO website.
9. Upon reception of the final Recordation, the Officer will ensure the Recordation is publicly available and searchable on the SHPO website.

## II. FUNDING

- A. The Owner will provide funding to CCRP in the amount of \$30,000 for the work described in Stipulation I.
- B. All funding or activities completed by or on behalf of CCRP as part of this mitigation will be used on properties within Coles County, Illinois.
- C. No mitigation activities or funding for mitigation activities contemplated by this Agreement shall be used for any properties or resources that are not in the state of Illinois.

## III. 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 VII AMENDMENTS below. The Owner shall notify the signatories as to the course of action it will pursue.

#### IV. POST-REVIEW ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, the Owner shall consult with the Office 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.

#### V. 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.

#### VI. 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. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e.

- A. 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.

#### VII. 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 date a copy is signed by all of the signatories.

#### VIII. 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 VI and VII above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

#### IX. ASSIGNMENT

Coles Wind shall have the right to freely assign this Agreement, so long as such assignee assumes as of the effective date of the assignment, all of Coles Wind's rights and obligations under this Agreement. Coles Wind shall notify the signatories to this Agreement of any such assignment, but the consent of the signatories and/or other Parties to this Agreement shall not be required. The assignee shall have or contract with a person who has special skills, experiences, or qualifications that meet the qualifications to perform the work necessary to meet the stipulations of this Agreement.

X. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

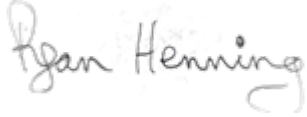
This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

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.

[Signature Pages to follow]

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(SHPO LOG #018100125)**

**SIGNATORY  
COLES WIND, LLC (OWNER)**

Signature: 

\_\_\_\_\_ Date: 03/10/2026 \_\_\_\_\_

Name: Ryan Henning \_\_\_\_\_

Title: Senior Vice President, Environmental Permitting \_\_\_\_\_

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**SIGNATORY**

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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**SIGNATORY**

**ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)**

By: Carey L. Mayer Date: 3/18/2026  
Carey L. Mayer, AIA  
Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources

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**INVITED SIGNATORY**

**COLES COUNTY REGIONAL PLANNING (CCRP)**

By:  Date: March 13, 2026

Name Kelly Lockhart

Title Executive Director