

**MEMORANDUM OF AGREEMENT AMONG
PANTHER GROVE 2 LLC, THE ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING CONSTRUCTION OF A WIND FARM IN SOUTHWESTERN
LIVINGSTON COUNTY AND WOODFORD COUNTIES, ILLINOIS
(SHPO LOG #013010824)**

WHEREAS, Panther Grove 2 LLC (Owner) plans to undertake construction of a 468-megawatt (MW) wind farm including 104 wind turbines in Livingston County, 3 wind turbines and 11.5 miles of transmission lines in Woodford County, temporary access roads, and other associated construction activities and appurtenant facilities (Project); and

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, the Officer Determined that the fifty-eight (58) archaeological sites reported by the Owner in the Phase I Archaeological Survey will not be adversely affected by the undertaking; and

WHEREAS, on March 24, 2025, the Officer determined that six of the following properties (Buildings) within the area of potential effects (APE) are eligible to be listed on the National Register of Historic Places (NRHP) and may be adversely visually affected by the Undertaking: 1) 2461 E. 1700 North Rd., Flanagan (Residence), 15161 N. 400 East Rd., Flanagan (Mid-Century Building), 14120 N. 300 East Rd., Flanagan (Residence), 3019 County Rd. 1600 N., Minonk (Residence), 5975 E. 1250 North Rd., Gridley (Clay Tile Barn), and 654 E. 1400 North Rd., Flanagan (Gambrel Roof Dairy Barn); 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 December 20, 2024 and the *El Paso Journal* on December 25, 2024 with one comment received; and

WHEREAS, the Owner has notified the Village of Gridley, the Village of Flanagan, the City of Chenoa, the City of Pontiac, the City of El Paso, and the City of Minonk of the adverse effect

determination on December 17, 2024, and the six parties have chosen not 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 the NRHP-eligible properties.

STIPULATIONS

I. MITIGATION

- A. The Owner shall employ or retain a historical expert of its choice (Historian) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete a comprehensive thematic narrative and photographic report (Report) describing mid-nineteenth century German, Irish, and French immigration covering topics of churches, schools, social organizations, multi-generational farmsteads, and broad regional patterns, highlighting extant properties in the project area and vicinities, and identify vernacular architecture trends associated with specific ethnic groups in the area.
- B. The Owner shall ensure that the Historian develops the Report using census records, records from local libraries and/or repositories, on-site field survey and research, historic photographs, and other primary source data to illustrate broader trends in immigration in central Illinois during the period(s) of significance, while connecting those trends to specific groups within the APE.
- C. The Historian shall consult with the Officer to ensure that the Report follow guidelines established by the Officer.
- D. The Officer may approve alterations to the format and/or requirements of the Report depending on the circumstances of the project.
- E. Upon completion of draft Report, the Historian shall digitally submit the draft to the Officer for review and comment.
- F. When the Officer accepts the draft Report submission, in writing, the Historian shall incorporate any comments that the Officer provides and complete the final Report.
- G. Upon completion of the final documentation, the Owner and/or Historian shall submit the following to the Officer:
 - 1. One archival clamshell of sufficient size to encapsulate the Report.
 - 2. One copy of the Report on archival materials for deposit in the Abraham Lincoln Presidential Library and Museum and one digital copy for display on the SHPO website.

II. DURATION

This Agreement shall be effective for two years or 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 potential historic properties are encountered or unanticipated effects on historic properties found, 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. 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.

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 date a copy is signed by all of the signatories.

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 facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

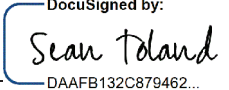
EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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ILLINOIS
(SHPO LOG #013010824)**

SIGNATORY

PANTHER GROVE 2 LLC

Signature: _____  _____ Date: _____ April 21, 2025

DocuSigned by:
Sean Toland
DAAFB132C879462...

Name: Sean Toland

Title: Authorized Signor

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

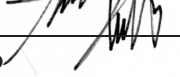
Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By:  _____ Date: April 22, 2025

Anthony Rubano
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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CONCURRING PARTY OR INVITED SIGNATORY

By: _____ Date: _____