

**MEMORANDUM OF AGREEMENT AMONG
CAMP CREEK WIND LLC,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING ADVERSE EFFECTS TO HISTORIC PROPERTIES DUE TO THE
CONSTRUCTION OF THE CAMP CREEK WIND FARM PROJECT IN EL DORADO,
INDUSTRY, NEW SALEM, AND SCOTLAND
TOWNSHIPS IN MCDONOUGH COUNTY, ILLINOIS
(SHPO LOG #008020924)**

WHEREAS, Camp Creek Wind LLC (Owner) plans to undertake new construction of up to 63 wind turbines, 45 primary and 18 alternate, and associated infrastructure (e.g., underground collection lines, access roads, a project substation, and a switchyard) in El Dorado, Industry, New Salem, and Scotland Townships in McDonough County, Illinois; and

WHEREAS, the project requires a National Pollutant Discharge Elimination System (NPDES) permit, and an incidental take authorization permit from the Illinois Department of Natural Resources (IDNR), 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 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 above-ground Area of Potential Effects (APE) for the Undertaking is defined as the Wind Farm and a 2-mile radius of the Wind Farm, further refined through the use of viewshed modeling in the villages of Adair, Industry, Table Grove, and Vermont; and

WHEREAS, in its March 26, 2025, response letter, based on the Phase 1 Archaeological Survey of 520.9 acres, the Officer determined that archaeological sites 11MD1418, 11MD1460, 11MD1461 are potentially eligible for listing on the National Register of Historic Places (NRHP) under Criterion D and that the project proposes to avoid these site locations. The SHPO also determined that archaeological sites 11MD1457, 11MD1463, 11MD1470, 11MD1472, 11MD1490, would not be affected by the project and remain unevaluated. The SHPO additionally determined that archaeological sites: 11MD1103, 1140, 1141, 1453-1455, 1458, 1459, 1465-1469, 1471, 1473, 1474, 1476-1489, 1491-1508 are not eligible for NRHP listing and that no additional work at these locations was required; and

WHEREAS, in its March 26, 2025, response letter, the Officer determined that the remaining 1345.8 acres of the project were EXEMPT from archaeological survey requests pursuant to Section 6 of the Act since the APE was not within a high probability area for archaeological resources as defined in the Act and since there were no known archaeological sites within the direct Area of Potential Effects (APE); and

WHEREAS, in its March 26, 2025, response letter, based on the 2024 Historic Architectural Resources Survey report, the Officer determined that the following above-ground historic properties should remain listed in the NRHP:

- Table Grove Community Church, 204 N. Broadway St., Table Grove (TG 2)
- Stapleford-Hoover-Whitney Residence, 401 N. Main St., Vermont (VT 22)
- Welling-Everly Horse Barn, 19430 North 1050 Rd., Adair (FS 44); and

WHEREAS, in its March 26, 2025, response letter, the Officer also determined that the following above-ground historic properties are eligible for listing in the NRHP:

- Redman Barn (barn only), 13055 Country Rd. 1600 North, Macomb, Criterion C (FS 4)
- McDonald Farmstead (residence only), 17781 US Hwy 136, Criteria A & C (FS 24)
- Flack Barn (barn only), 12026 E. 1600 St., Macomb, Criterion C (FS 31)
- Hammer/Alexander Ruthe Farmstead, 675 Scot Rd., Macomb, Criteria A (FS 120)
- Pennington Point Cemetery, Scot Rd., Adair, Criteria A & D (FS 121)
- R. Hall & James W. Greenup Residence, 18950 N. 800th Rd., Adair, Criterion C (FS 122)
- Swearingen Windmill, US 67, Industry, Criterion A (FS 125)
- George T. & Tabitha Harlan Residence, 18380 N. 600th Rd., Adair, Criterion C (FS 172)
- William J. Payne Residence, 20550 E. Hwy 67, Littleton, Criterion C (FS 202)
- Addie Hendee Outbuilding, 12235 IL Hwy 41, Macomb, Criterion C (FS 324)
- Farmstead, 22915 N. 1050th Rd., Adair, Criteria A & C (FS 334)
- P.W. Miner Residence, 23821 950th Rd., Adair, Criterion C (FS 339)
- Craftsman Residence, 1692 E. Hazel Green Rd., Table Grove, Criterion C (FS 344)
- American Foursquare Residence, 20835 N. 1050th Rd., Adair, Criterion A (FS 347)
- Farmstead, 21130 US Hwy 136, Adair, Criteria A & C (FS 349)
- Farmstead, 20441 N. 700th Rd., Adair, Criteria A & C (FS 373)
- Farmstead, 22525 N. 700th Rd., Adair, Criteria A & C (FS 380)
- Foster's Point Cemetery, Country Rd. 550 N & E. 230th St., Adair, Criteria A & D (FS 423)
- Gabled Ell Residence, 21680 N. 300th Rd., Vermont, Criterion C (FS 471)
- Lewis Fleury/Henry Page Farmstead, 9131 City Rd. 13, Vermont, Criterion A (FS 477)
- American Foursquare Residence, 427 Pine St., Adair, Criterion C (AD 74)
- Willis Residence, 100 Grove St., Table Grove, Criteria B & C (TG 5)
- Mary Harris/John Carden Residence, 204 N. Henry St., Table Grove, Criterion C (TG 18)
- Clemens & Sherwood Residence, 200 N. James St., Table Grove, Criteria B & C (TG 19)
- Queen Anne Residence, 304 N. West St., Table Grove, Criterion C (TG 21)
- Hammond/Malott Residence, 206 N. West St., Table Grove, Criterion C (TG 24)
- Hammond/Miller Residence, 100 N. West St., Table Grove, Criterion C (TG 27)
- Edgewood/Hughes Residence, 400 E. Grove St., Table Grove, Criteria B & C (TG 53)
- Table Grove Fire Dept., 601 S. Broadway, Table Grove, Criterion B (TG 77)
- Adair NRHP District including the following contributing elements:

- Commercial Bldg, 315 W. Main St., Contributing (AD 16)
- Herndon Brothers Hardware Store, 225 W. Main St., Contributing (AD 19)
- Licksillet School, 225 W. Main St., Contributing (AD 20)
- Farmers State Bank/US Post Office, Contributing (AD 21)
- Beal's Garage Automotive & Farm Repair, 127 W. Main St., Contributing (AD 22)
- Transitional Victorian Residence, 302 Oak St., Contributing (AD 23)
- American Foursquare Residence, 308 Oak St., Contributing (AD 24)
- Bungalow Residence, 405 Oak St., Contributing (AD 31)
- Craftsman Residence, 317 Oak St., Contributing (AD 32)
- Queen Anne Residence, 305 Oak St., Contributing (AD 34)
- Transitional Victorian Residence, 126 Pine St., Contributing (AD 43); and

WHEREAS in its March 26, 2025, response letter, the Officer also determined that the Undertaking would have an adverse visual effect on the following above-ground historic properties either listed in the NRHP or determined eligible for listing in the NRHP:

- Welling-Everly Horse Barn, 19430 North 1050 Rd., Adair (FS 44)
- Hammer/Alexander Ruthe Farmstead, 675 Scot Rd., Macomb, Criteria A (FS 120)
- Farmstead, 20441 N. 700th Rd., Adair, Criteria A & C (FS 373); and

WHEREAS, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect in public notices placed April 23, 2025, in the *McDonough County Voice* (McDonough County, Illinois), the *Canton Daily Ledger* (Fulton County, Illinois) and the *Rushville Times* (Schuyler County, Illinois), with four comments received; and

WHEREAS, the Owner has notified potential consulting parties of the adverse effect determination, and by May 23, 2025, two consulting parties, the City of Macomb Community Development Office and the Western Illinois Museum, chose to participate in the consultation to resolve the adverse effect. On June 4, 2025, Landmarks Illinois also chose to participate in the consultation to resolve the adverse effect. One potential consulting party, the City of Quincy, Illinois, chose not to participate in the consultation.

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-listed and NRHP-eligible properties.

STIPULATIONS

I. MINIMIZATION

- A. The Owner will offer trees native to the area to partially screen the viewshed of the Wind Farm and minimize visual adverse effects to historic properties as follows:
1. The Owner shall first coordinate with the SHPO and the Office to develop an agreed upon list of native tree species to offer property owners; and
 2. The Owner shall then coordinate with the owner(s) of the three properties that the Officer has determined will experience visual adverse effects (FS 44/Welling-Everly Horse Barn, FS 120/Hammer/Alexander Ruthe Farmstead, and FS 373/Farmstead); and
 3. For each owner(s) of these three properties, the Owner shall offer up to three (3) native trees that are approximately two years old and selected from the list of native tree species developed per Stipulation I.A.1; and
 4. If the owner(s) of these three properties do not accept the offered trees, no further action is required from the Owner in order to fulfill Stipulation I.A.; and
 5. If none of the native tree species in the list of native tree species developed per Stipulation I.A.1. are locally available at the time the trees are offered, the Owner shall coordinate with the signatories and invited signatories to determine an available replacement native tree species without the need to amend this MOA; and
 6. Because these native trees would be planted on private property, the Owner will not plant the trees, will not require the trees to be planted, and will not replace any trees after they are planted.

II. MITIGATION

- A. The Owner shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete a historic context document ("Historic Context") regarding Isaac Newton (I.N.) "Newt" Willis & Company. The Owner shall ensure that the mitigation is completed by the Contractor. The mitigation is further described below:
1. The Historic Context shall be prepared through primary research into I.N. Willis & Company, the Willis family, and the barns and other buildings constructed by I.N. Willis and his company. The Historic Context will incorporate information from the Annotated

Bibliography provided by the Western Illinois Museum (Museum) per Stipulation II.C.1. and

2. The Historic Context shall include reasonably available information on any associated extant properties in McDonough, Fulton, and Schuyler Counties known to be built by I.N. Willis & Company. This is likely to require some additional field work to gather photos and information; and
3. The Historic Context research shall include coordination with local museums and historical societies as well as outreach to any remaining family in the area, as applicable. The Contractor shall share information with the Museum for possible use in the Classroom Materials and/or the Exhibit per Stipulation II.C.2-3; and
4. The Contractor shall email a 95% draft of the Historic Context in .pdf format to the signatories and invited signatories for review and comment within one year of the execution of this MOA; and
5. The Contractor shall address any comments and complete the final document, which will be submitted to the signatories and invited signatories in .pdf format; and

- B. The Owner and Contractor shall utilize the results of the historic context developed in Stipulation II.A. to complete a digital itinerary, or self-guided tour, focusing on the buildings of I.N. Willis & Company. The Owner and Contractor shall work closely with Visit Unforgettable Forgottonia doing business as Macomb Area Convention & Visitors Bureau (CVB) throughout the process, as applicable, to ensure that the itinerary content is historically accurate and appropriately marketed for tourism. The Owner and Contractor shall provide the CVB with digital mapping, photographs, and brief narratives for each building included in the itinerary. The Owner shall pay applicable fees required for the digital design and publication of the itinerary and the CVB shall ensure that the final itinerary is published and is publicly available on its website for as long as the itinerary section of its website remains active. The Contractor shall email a 95% draft of the itinerary images and text to the signatories and invited signatories for review and comment within six months of the finalization of the Historic Context in Stipulation II.A. The Contractor will address any comments and the CVB will let signatories and invited signatories know when it has published the final itinerary to its website; and
- C. The Owner shall provide up to 10,000 dollars to retain the Museum to complete an educational outreach and public history project. The project will have several components with an overall focus on the agricultural history of McDonough and Fulton Counties including I.N. Willis & Company. The deliverables required to

be prepared by the Museum are further described below:

1. A brief annotated bibliography (Annotated Bibliography) focusing on the Western Illinois Museum holdings related to Isaac Newton “Newt” Willis and I.N. Willis & Company. The Museum shall focus this research on its holdings and shall provide the annotated bibliography to the Owner and the Contractor within six months of the execution of this MOA. The annotated bibliography will supplement the research which will be completed for the Historic Context in Stipulation II.A.; and
2. A set of learning-aligned educational classroom materials (Classroom Materials) guided by state and national education standards including the Illinois Social Science Standards, Next Generation Science Standards (NGSS), and Common Core Standards (CCSS). The Classroom Materials will include lesson plans; document-based activities using digitized primary sources; interactive graphic organizers and data analysis exercises; and STEM-focused explorations of barn architecture and structural design multimedia resources. The Museum will work closely with local educators to ensure the Classroom Materials meet the standards laid out above and can be integrated into the curriculum. The Museum shall submit the 95% draft of the Classroom Materials for review by the signatories and invited signatories within one year of the execution of this MOA. The Museum shall address any comments and complete the final Classroom Materials, which will be submitted to representatives of both the McDonough County and Fulton County School Districts; and
3. An exhibit installed in the Museum (Exhibit). The theme of the Exhibit will focus on the life and work of I.N. “Newt” Willis and will highlight the connection between agriculture, engineering, his company’s barn designs, and the farmers who commissioned them. The Museum shall utilize artifacts, photos, graphics, and the research completed during the preparation of the Historic Context, Annotated Bibliography, and Classroom Materials to prepare the Exhibit. The Museum shall prepare, install, and promote the Exhibit. The Museum shall submit the 95% draft of the Exhibit images and text for review by the signatories and invited signatories within one year of the execution of this MOA. The Museum shall address any comments and complete the final Exhibit. The final Exhibit shall be installed within two years of the execution of this MOA.

4. DURATION

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

5. 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.

6. 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.

7. DISPUTE RESOLUTION

Should any signatory or invited 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 and invited signatories to resolve the objection. If the signatories and invited signatories cannot agree regarding a dispute, the signatories and invited 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.

8. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories and invited signatories. The amendment will be effective on the date a copy is signed by all signatories and invited signatories.

9. TERMINATION

If any signatory or invited signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories and invited 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 or invited signatory may terminate the Agreement upon written notification to the other signatories and invited signatories.

10. COUNTERPARTS; FACSIMILIE 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 invited signatories, and the implementation of its terms evidence that the signatories and invited 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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TOWNSHIPS IN MCDONOUGH COUNTY, ILLINOIS
(SHPO LOG #008020924)**

SIGNATORY

Camp Creek Wind LLC

Signature: *Joon Park* Date: 9/19/2025

Name: Hyung Joon Park

Title: Central Region Development I VP

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

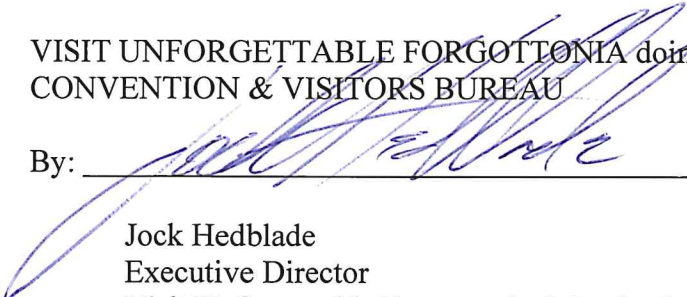
ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 10/8/2025
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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INVITED SIGNATORY

VISIT UNFORGETTABLE FORGOTTONIA doing business as MACOMB AREA
CONVENTION & VISITORS BUREAU

By:  Date: 9-23-25

Jock Hedblade

Executive Director

Visit Unforgettable Forgottonia doing business as Macomb Area Convention and Visitors
Bureau

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INVITED SIGNATORY

WESTERN ILLINOIS MUSEUM

By: Sue Scott Date: 09-26-2025

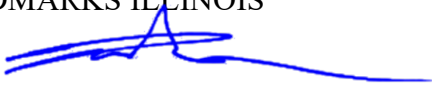
Sue Scott
Executive Director
Western Illinois Museum

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CONCURRING PARTY

LANDMARKS ILLINOIS

By: _____



Date: 9/30/2025

Quinn Adamowski
Regional Advocacy Manager
Landmarks Illinois

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CONCURRING PARTY

CITY OF MACOMB, COMMUNITY DEVELOPMENT OFFICE

By: _____ Date: _____

Miranda Lambert
Community Development Director
City of Macomb, Community Development Office