

**MEMORANDUM OF AGREEMENT AMONG
FOUR CREEKS LLC, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING NEW CONSTRUCTION OF A WIND FARM IN VARIOUS LOCATIONS
IN LAURA, ELMWOOD, PRINCEVILLE, BRIMFIELD, ESSEX, AND
WILLIAMSFIELD, ILLINOIS
(SHPO LOG #023073125)**

WHEREAS, Four Creeks LLC (Owner) plans to undertake construction of a new wind farm (Wind Farm) at various locations in Peoria County, Illinois (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, on November 10, 2025, the Officer required an archaeological survey; and

WHEREAS, pursuant to Section 6 of the Act, 186.2 acres of the 3,204.4-acre limits of disturbance (LOD) were surveyed to identify archaeological resources. A total of 68 archaeological sites were identified within that limited area of the LOD; and

WHEREAS, on November 10, 2025, Officer determined 2 archaeological sites (11P884 and 11P933) (the Sites) potentially eligible for listing on the National Register of Historic Places (NRHP) and the Project, as planned, would adversely affect them; and

WHEREAS, on January 23, 2026, the Project LOD was redesigned to avoid the Sites; and

WHEREAS, on November 10, 2025, Officer determined that the 29 historic architectural resources identified in the APE are eligible to be listed on the NRHP and the Project, as planned, will visually adversely affect two architectural resources: 1) a residence at 19307 N IL-78 in Laura (HA121) and 2) a corn crib at W Martin Road in Brimfield (HA966); and

WHEREAS, on November 10, 2025, the Owner considered alternatives to creating an adverse effect to historic property; and

WHEREAS, on February 19, 2026, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect, in notices published in *The Weekly Post* with no comments received; and

WHEREAS, on February 17, 2026 and March 10, 2026 the Owner notified Peoria Historical Society, Brimfield Library/Historical Society, Brimfield Area Museum, and Princeville Heritage Museum of the adverse effect determination, and on March 10, 2026 and March 11, 2026 the Brimfield Library and the Peoria Historical Society 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

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/history/local-law/arch_stnds_9.htm) to complete a StoryMap focusing on the history of traveling agricultural technology exhibitions in the region with a focus on the history of the Farm Progress Show from 1953 to 1981, according to the measures described below.

1. The document will be in the form of an ArcGIS StoryMap available to the public online, with hosting by the Office and Owner as arranged between the parties.
2. The Officer may approve alterations to the format and/or requirements of the StoryMap, depending on the circumstances of the project.
3. The Owner and Contractor shall provide the Officer 1-year project update(s) as necessary.
4. Upon signature of this Agreement by both parties, the Project may commence.
5. The Contractor shall prepare, and the Owner shall email a 95% draft of the content in .pdf format to the Officer for review and comment.
6. When the Officer accepts the 95% draft submission, in writing, the Contractor shall incorporate into the content any comments that the Officer provides and complete the final content.
7. The Contractor shall prepare, and the Owner shall email, a 95% draft of the user experience in StoryMap format to the Officer for review and comment.
8. When the Officer accepts the 95% draft submission of the StoryMap, the Contractor and Owner shall incorporate into the user experience any comments that the Officer provides and publish the final StoryMap.
9. Upon online publication of the final StoryMap, the Owner shall submit the following to the Officer:

- a. The link to the live StoryMap.
- b. One copy of the content text in .doc format.

II. DURATION

This Agreement shall be effective upon the last signature below and remain 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.

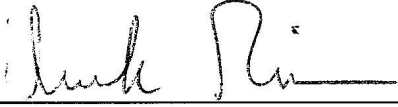
EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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(SHPO LOG #023073125)**

SIGNATORY

FOUR CREEKS LLC

Signature:  Date: 7/14/2020

Name: DEREK RIEMANN

Title: Authorized Representative

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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: 7/20/2026
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources