

**MEMORANDUM OF AGREEMENT AMONG
ILLINOIS WINDS LLC,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE CONSTRUCTION OF THE
PANTHER CREEK WIND PROJECT
IN PIKE COUNTY, ILLINOIS
(SHPO LOG #001092222)**

WHEREAS, Illinois Winds LLC (Owner) plans to undertake the construction and operation of the Panther Creek Wind Project in Pike County, IL; and

WHEREAS, the project requires a National Pollutant Discharge Elimination System (NPDES) permit, a Storm Water general permit, and potentially a Hazardous Waste 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 (Office), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

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

WHEREAS, on November 4, 2022 the SHPO determined that the Round Barn at 24481 Highway 106, Pittsfield, IL 62363 is eligible for listing to the National Register of Historic Places (NRHP) under the Round Barns in Illinois Thematic Group Nomination; and

WHEREAS, the Officer has determined that the Undertaking will have an adverse effect on the NRHP eligible Round Barn; 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 property.

STIPULATIONS

I. MITIGATION (PUBLIC PRESENTATION)

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 the measures described below. The Owner will ensure that the following mitigation is completed by the Contractor. The Contractor must consult with the Officer prior to the initiation of the

work to ensure that expectations are understood. The public presentation (approximately 45 minutes in length) shall include the (general) importance of historic preservation (in planning, economic development, sustainability and placemaking) and/or available financial incentives for building rehabilitation/improvements.

A. Draft Submission, Public Presentation

1. At least three weeks (15 business days) in advance of the scheduled presentation, the Contractor shall provide the Officer and the Owner a copy of the prepared presentation for review and comment. The presentation should be in a PowerPoint/pdf. format with prepared "Speaker's Notes" or a script for review and comment.

B. Final Submission, Public Presentation

1. The Contractor will conduct the public presentation and will answer questions after the presentation for those in attendance. The Contractor will collect contact information from individuals in attendance for the Officer. The Contractor will provide a summary of the meeting to the Owner and the Officer after completion of the meeting.
2. The Public Presentation may be in the form of:
 - a. An in-person public meeting to be held in Pittsfield Illinois; or
 - b. An online/virtual meeting to be recorded and available on the SHPO website.

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 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 discovery of human remains or burials, the Owner understands and agrees that it must immediately stop work within the area of discovery, 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. REPORTING

Upon completion of the mitigation work described in Section I., the 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 the 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. It is 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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SIGNATORY

ILLINOIS WINDS LLC (Owner)

Signature: DocuSigned by:
Daniel De Boer
713DB84837B1448... _____ Date: 3/21/2024

Name: Daniel De Boer

Title: Authorized Signatory

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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: 3/28/2024
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources