

SUPPORT STRUCTURES

- RESPONSIBLE PARTY: CONTRACTOR
- ONLY SINGLE POLE SUPPORT STRUCTURES SHALL BE USED FOR THE CONSTRUCTION AND OPERATION OF THE FACILITY ON AGRICULTURAL LAND. OTHER TYPES OF SUPPORT STRUCTURES, SUCH AS LATTICE TOWERS OR H-FRAMES, MAY BE USED ON NONAGRICULTURAL LAND.
 - WHERE A FACILITY'S ABOVEGROUND CABLE WILL BE ADJACENT AND PARALLEL TO HIGHWAY AND/OR RAILROAD RIGHT-OF-WAY, BUT ON PRIVATELY OWNED PROPERTY, THE SUPPORT STRUCTURES SHALL BE PLACED AS CLOSE AS REASONABLY PRACTICABLE AND ALLOWABLE BY THE APPLICABLE COUNTY ENGINEER OR OTHER APPLICABLE AUTHORITIES TO THE HIGHWAY OR RAILROAD RIGHT-OF-WAY. THE ONLY EXCEPTIONS MAY BE AT JOGS OR WEAVES ON THE HIGHWAY ALIGNMENT OR ALONG HIGHWAYS OR RAILROADS WHERE TRANSMISSION AND DISTRIBUTION LINES ARE ALREADY PRESENT.
 - WHEN IT IS NOT POSSIBLE TO LOCATE ABOVEGROUND CABLE NEXT TO HIGHWAY OR RAILROAD RIGHT-OF-WAY, BEST EFFORTS SHALL BE EXPENDED TO PLACE ALL SUPPORT POLES IN SUCH A MANNER TO MINIMIZE THEIR PLACEMENT ON CROPLAND (I.E., LONGER THAN NORMAL ABOVE GROUND SPANS SHALL BE UTILIZED WHEN TRAVERSING CROPLAND).

ABOVEGROUND FACILITIES

- RESPONSIBLE PARTY: CONTRACTOR
- LOCATIONS FOR FACILITIES SHALL BE SELECTED IN A MANNER THAT IS AS UNOBTUSIVE AS REASONABLY POSSIBLE TO ONGOING AGRICULTURAL ACTIVITIES OCCURRING ON THE LAND THAT CONTAINS OR IS ADJACENT TO THE FACILITY.

GUY WIRES AND ANCHORS

- RESPONSIBLE PARTY: CONTRACTOR
- BEST EFFORTS SHALL BE MADE TO PLACE GUY WIRES AND THEIR ANCHORS, IF USED, OUT OF CROPLAND, PASTURELAND AND HAYLAND, PLACING THEM INSTEAD ALONG EXISTING UTILIZATION LINES AND ON LAND OTHER THAN CROPLAND. WHERE THIS IS NOT FEASIBLE, BEST EFFORTS SHALL BE MADE TO MINIMIZE GUY WIRE IMPACT ON CROPLAND. ALL GUY WIRES SHALL BE SHIELDED WITH HIGHLY VISIBLE GUARDS.

UNDERGROUND CABLING DEPTH

- RESPONSIBLE PARTY: CONTRACTOR
- UNDERGROUND ELECTRICAL CABLES LOCATED OUTSIDE THE PERIMETER OF THE (FENCE) OF THE SOLAR PANELS SHALL BE BURIED WITH:
 - A MINIMUM OF 5 FEET OF TOP COVER WHERE THEY CROSS CROPLAND.
 - A MINIMUM OF 5 FEET OF TOP COVER WHERE THEY CROSS PASTURELAND OR OTHER NONCROPLAND CLASSIFIED AS PRIME FARMLAND.
 - A MINIMUM OF 3 FEET OF TOP COVER WHERE THEY CROSS PASTURELAND AND OTHER AGRICULTURAL LAND NOT CLASSIFIED AS PRIME FARMLAND.
 - A MINIMUM OF 3 FEET OF TOP COVER WHERE THEY CROSS WOODED/BRUSHY LAND.
 - PROVIDED THAT THE FACILITY OWNER REMOVES THE CABLES DURING DECONSTRUCTION, UNDERGROUND ELECTRIC CABLES MAY BE INSTALLED TO A MINIMUM DEPTH OF 18 INCHES:
 - WITHIN THE FENCED PERIMETER OF THE FACILITY; OR WHEN BURIED UNDER AN ACCESS ROAD ASSOCIATED WITH THE FACILITY PROVIDED THAT THE LOCATION AND DEPTH OF CABLING IS CLEARLY MARKED AT THE SURFACE.
 - IF UNDERGROUND CABLES WITHIN THE FENCED PERIMETER OF THE SOLAR PANELS ARE INSTALLED TO A MINIMUM DEPTH OF 5 FEET, THEY MAY REMAIN IN PLACE AFTER DECONSTRUCTION.

TOPSOIL REMOVAL AND REPLACEMENT

- RESPONSIBLE PARTY: CONTRACTOR
- ANY EXCAVATION SHALL BE PERFORMED IN A MANNER TO PRESERVE TOPSOIL. BEST EFFORTS SHALL BE MADE TO STORE THE TOPSOIL NEAR THE EXCAVATION SITE IN SUCH A MANNER THAT IT WILL NOT BECOME INTERMIXED WITH SUBSOIL MATERIALS.
 - BEST EFFORTS SHALL BE MADE TO STORE ALL DISTURBED SUBSOIL MATERIAL NEAR THE EXCAVATION SITE AND SEPARATE FROM THE TOPSOIL.
 - WHEN BACKFILLING AN EXCAVATION SITE, BEST EFFORTS SHALL BE USED TO ENSURE THE STOCKPILED SUBSOIL MATERIAL WILL BE PLACED BACK INTO THE EXCAVATION SITE BEFORE REPLACING THE TOPSOIL.
 - REFER TO ROCK REMOVAL SECTION ON THIS SHEET FOR PROCEDURES PERTAINING TO ROCK REMOVAL FROM THE SUBSOIL AND TOPSOIL.
 - REFER TO REPAIR OF COMPACTION AND RUTTING ON THIS SHEET FOR PROCEDURES PERTAINING TO THE REPAIR OF COMPACTION AND RUTTING OF THE TOPSOIL.
 - BEST EFFORTS SHALL BE PERFORMED TO PLACE THE TOPSOIL IN A MANNER SO THAT AFTER SETTLING OCCURS, THE TOPSOIL'S ORIGINAL DEPTH AND CONTOUR WILL BE RESTORED AS CLOSE AS REASONABLY PRACTICABLE. THE SAME SHALL APPLY WHERE EXCAVATIONS ARE MADE FOR ROAD, STREAM, DRAINAGE DITCH, OR OTHER CROSSINGS. IN NO INSTANCE SHALL THE TOPSOIL MATERIALS BE USED FOR ANY OTHER PURPOSE UNLESS AGREED TO EXPLICITLY AND IN WRITING BY THE LANDOWNER.
 - BASED ON THE MUTUAL AGREEMENT OF THE LANDOWNER AND FACILITY OWNER, EXCESS SOIL MATERIAL RESULTING FROM SOLAR FACILITY EXCAVATION SHALL EITHER BE REMOVED OR STORED ON THE LANDOWNER'S PROPERTY AND RESEDED PER THE APPLICABLE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT/STORMWATER POLLUTION PREVENTION PLAN (SWPPP). AFTER THE FACILITY REACHES THE END OF ITS USEFUL LIFE, THE EXCESS SUBSOIL MATERIAL SHALL BE RETURNED TO AN EXCAVATION SITE OR REMOVED FROM THE LANDOWNER'S PROPERTY, UNLESS OTHERWISE AGREED TO BY LANDOWNER.

REROUTING AND PERMANENT REPAIR OF AGRICULTURAL DRAINAGE TILES

- RESPONSIBLE PARTY: CONTRACTOR AND OWNER
- THE FOLLOWING STANDARDS AND POLICIES SHALL APPLY TO UNDERGROUND DRAINAGE TILE LINE(S) DIRECTLY OR INDIRECTLY AFFECTED BY CONSTRUCTION AND/OR DECONSTRUCTION:
 - PRIOR TO CONSTRUCTION, THE FACILITY OWNER SHALL WORK WITH THE LANDOWNER TO IDENTIFY DRAINAGE TILE LINES TRAVERSING THE PROPERTY SUBJECT TO THE UNDERLYING AGREEMENT TO THE EXTENT REASONABLY PRACTICABLE. ALL DRAINAGE TILE LINES IDENTIFIED IN THIS MANNER SHALL BE SHOWN ON THE CONSTRUCTION AND DECONSTRUCTION PLANS.
 - THE LOCATION OF ALL DRAINAGE TILE LINES LOCATED ADJACENT TO OR WITHIN THE FOOTPRINT OF THE FACILITY SHALL BE RECORDED USING GLOBAL POSITIONING SYSTEMS (GPS) TECHNOLOGY. WITHIN 60 DAYS AFTER CONSTRUCTION IS COMPLETE, THE FACILITY OWNER SHALL PROVIDE THE LANDOWNER, THE IDOA, AND THE RESPECTIVE COUNTY SOIL AND WATER CONSERVATION DISTRICT (SWCD) WITH "AS BUILT" DRAWINGS (STRIP MAPS) SHOWING THE LOCATION OF ALL DRAINAGE TILE LINES BY SURVEY STATION ENCOUNTERED IN THE CONSTRUCTION OF THE FACILITY, INCLUDING ANY TILE LINE REPAIR LOCATION(S), AND ANY UNDERGROUND CABLE INSTALLED AS PART OF THE FACILITY.
 - MAINTAINING SURROUNDING AREA SUBSURFACE DRAINAGE. IF DRAINAGE TILE LINES ARE DAMAGE BY THE FACILITY, THE FACILITY OWNER SHALL REPAIR THE LINES OR INSTALL NEW DRAINAGE TILE LINE(S) OF COMPARABLE QUALITY AND COST TO THE ORIGINAL(S), AND OF SUFFICIENT SIZE AND APPROPRIATE SLOPE IN LOCATIONS THAT LIMIT DIRECT IMPACT FROM THE FACILITY. IF THE DAMAGE TILE LINES CAUSE AN UNREASONABLE DISRUPTION TO THE DRAINAGE SYSTEM, AS DETERMINED BY THE LANDOWNER, THEN SUCH REPAIRS SHALL BE MADE PROMPTLY TO ENSURE APPROPRIATE DRAINAGE. ANY NEW LINE(S) MAY BE LOCATED OUTSIDE OF, BUT ADJACENT TO THE PERIMETER OF THE FACILITY. DISRUPTED ADJACENT DRAINAGE TILE LINES SHALL BE ATTACHED THERE TO PROVIDE AN ADEQUATE OUTLET FOR THE DISRUPTED ADJACENT TILE LINES.
 - RE-ESTABLISHING SUBSURFACE DRAINAGE WITHIN FACILITY FOOTPRINT. FOLLOWING DECONSTRUCTION AND USING BEST EFFORTS, IF UNDERGROUND DRAINAGE TILE LINES WERE PRESENT WITHIN THE FOOTPRINT OF THE FACILITY AND WERE SEVERED OR OTHERWISE DAMAGED DURING ORIGINAL CONSTRUCTION, FACILITY OPERATION, AND/OR FACILITY DECONSTRUCTION, THE FACILITY OWNER SHALL REPAIR EXISTING DRAINAGE TILES OR INSTALL NEW DRAINAGE TILE LINES OF COMPARABLE QUALITY AND COST TO THE ORIGINAL, WITHIN THE FOOTPRINT OF THE FACILITY WITH SUFFICIENT CAPACITY TO RESTORE THE UNDERGROUND DRAINAGE CAPACITY THAT EXISTED WITHIN THE FOOTPRINT OF THE FACILITY PRIOR TO CONSTRUCTION. SUCH INSTALLATION SHALL BE COMPLETED WITHIN 12 MONTHS AFTER THE END OF THE USEFUL LIFE OF THE FACILITY AND SHALL BE BASED ON PRUDENT INDUSTRY STANDARDS IF AGREED TO BY LANDOWNER.
 - IF THERE IS ANY DISPUTE BETWEEN THE LANDOWNER AND THE FACILITY OWNER ON THE METHOD OF PERMANENT DRAINAGE TILE LINE REPAIR, THE APPROPRIATE COUNTY SWCD'S OPINION SHALL BE CONSIDERED BY THE FACILITY OWNER AND THE LANDOWNER.
 - DURING DECONSTRUCTION, ALL ADDITIONAL PERMANENT DRAINAGE TILE LINE REPAIRS BEYOND THOSE INCLUDED ABOVE IN SECTION 1.4. MUST BE MADE WITHIN 30 DAYS OF IDENTIFICATION OR NOTIFICATION OF THE DAMAGE, WEATHER AND SOIL CONDITIONS PERMITTING. AT OTHER TIMES, SUCH REPAIRS MUST BE MADE AT A TIME MUTUALLY AGREED UPON BY THE FACILITY OWNER AND THE LANDOWNER. IF THE FACILITY OWNER AND LANDOWNER CANNOT AGREE UPON A REASONABLE METHOD TO COMPLETE THIS RESTORATION, THE FACILITY OWNER MAY IMPLEMENT THE RECOMMENDATIONS OF THE APPROPRIATE COUNTY SWCD AND SUCH IMPLEMENTATION CONSTITUTES COMPLIANCE WITH THIS PROVISION.
 - FOLLOWING COMPLETION OF THE WORK REQUIRED PURSUANT TO THIS SECTION, THE FACILITY OWNER SHALL BE RESPONSIBLE FOR CORRECTING ALL DRAINAGE TILE LINE REPAIRS THAT FAIL DUE TO CONSTRUCTION AND/OR DECONSTRUCTION FOR ONE YEAR FOLLOWING THE COMPLETION OF CONSTRUCTION OR DECONSTRUCTION, PROVIDED THOSE REPAIRS WERE MADE BY THE FACILITY OWNER. THE FACILITY OWNER SHALL NOT BE RESPONSIBLE FOR DRAINAGE TILE REPAIRS THAT THE FACILITY OWNER PAYS THE LANDOWNER TO PERFORM.

ROCK REMOVAL

- RESPONSIBLE PARTY: CONTRACTOR
- WITH ANY EXCAVATIONS, THE FOLLOWING ROCK REMOVAL PROCEDURES PERTAIN ONLY TO ROCKS FOUND IN THE UPPERMOST 42 INCHES OF SOIL, THE COMMON FREEZE ZONE IN ILLINOIS, WHICH EMERGED OR WERE BROUGHT TO THE SITE AS A RESULT OF CONSTRUCTION AND/OR DECONSTRUCTION.
 - BEFORE REPLACING ANY TOPSOIL, BEST EFFORTS SHALL BE TAKEN TO REMOVE ALL ROCKS GREATER THAN 3 INCHES IN ANY DIMENSION FROM THE SURFACE OF EXPOSED SUBSOIL WHICH EMERGED OR WERE BROUGHT TO THE SITE AS A RESULT OF CONSTRUCTION AND/OR DECONSTRUCTION.
 - IF TRENCHING, BLASTING, OR BORING OPERATIONS ARE REQUIRED THROUGH ROCKY TERRAIN, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE THE POTENTIAL FOR OVERSIZED ROCKS TO BECOME INTERSPERSED IN ADJACENT SOIL MATERIAL.
 - ROCKS AND SOIL CONTAINING ROCKS REMOVED FROM THE SUBSOIL AREAS, TOPSOIL OR FROM ANY EXCAVATIONS, SHALL BE REMOVED FROM THE LANDOWNER'S PREMISES OR DISPOSED OF ON THE LANDOWNER'S PREMISES AT A LOCATION THAT IS MUTUALLY ACCEPTABLE TO THE LANDOWNER AND THE FACILITY OWNER.

REPAIR OF COMPACTION AND RUTTING

- RESPONSIBLE PARTY: OWNER
- UNLESS THE LANDOWNER OPTS TO DO THE RESTORATION WORK ON COMPACTION AND RUTTING, AFTER THE TOPSOIL HAS BEEN REPLACED POST-DECONSTRUCTION, ALL AREAS WITHIN THE BOUNDARIES OF THE FACILITY THAT WERE TRAVERSED BY VEHICLES AND CONSTRUCTION AND/OR DECONSTRUCTION EQUIPMENT THAT EXHIBIT COMPACTION AND RUTTING SHALL BE RESTORED BY THE FACILITY OWNER. ALL PRIOR CROPLAND SHALL BE RIPPED AT LEAST 18 INCHES DEEP OR TO THE EXTENT PRACTICABLE, AND ALL PASTURE AND WOODLAND SHALL BE RIPPED AT LEAST 12 INCHES DEEP OR TO THE EXTENT PRACTICABLE. THE EXISTENCE OF DRAINAGE TILE LINES OR UNDERGROUND UTILITIES MAY NECESSITATE LESS RIPPING DEPTH. THE DISTURBED AREA SHALL THEN BE DISKED.
 - ALL RIPPING AND DISKING SHALL BE DONE AT A TIME WHEN THE SOIL IS DRY ENOUGH FOR NORMAL TILLAGE OPERATIONS TO OCCUR ON CROPLAND ADJACENT TO THE FACILITY.
 - THE FACILITY OWNER SHALL RESTORE ALL RUTTED LAND TO A CONDITION AS CLOSE AS POSSIBLE TO ITS ORIGINAL CONDITION UPON DECONSTRUCTION, UNLESS NECESSARY EARLIER AS DETERMINED BY THE LANDOWNER.
 - IF THERE IS ANY DISPUTE BETWEEN THE LANDOWNER AND THE FACILITY OWNER AS TO WHAT AREAS NEED TO BE RIPPED/DISKED OR THE DEPTH AT WHICH COMPACTED AREAS SHOULD BE RIPPED/DISKED, THE APPROPRIATE COUNTY SWCD'S OPINION SHALL BE CONSIDERED BY THE FACILITY OWNER AND THE LANDOWNER.

CONSTRUCTION DURING WET WEATHER

- RESPONSIBLE PARTY: CONTRACTOR
- EXCEPT AS PROVIDED BELOW, CONSTRUCTION ACTIVITIES ARE NOT ALLOWED ON AGRICULTURAL LAND DURING TIMES WHEN NORMAL FARMING OPERATIONS, SUCH AS PLOWING, DISKING, PLANTING OR HARVESTING, CANNOT TAKE PLACE DUE TO EXCESSIVELY WET SOILS. WITH INPUT FROM THE LANDOWNER, WET WEATHER CONDITIONS MAY BE DETERMINED ON A FIELD BY FIELD BASIS.
 - CONSTRUCTION ACTIVITIES ON PREPARED SURFACES, SURFACES WHERE TOPSOIL AND SUBSOIL HAVE BEEN REMOVED, HEAVILY COMPACTED IN PREPARATION, OR OTHERWISE STABILIZED (E.G. THROUGH CEMENT MIXING) MAY OCCUR AT THE DISCRETION OF THE FACILITY OWNER IN WET WEATHER CONDITIONS.
 - CONSTRUCTION ACTIVITIES ON UNPREPARED SURFACES WILL BE DONE ONLY WHEN WORK WILL NOT RESULT IN RUTTING WHICH MAY MIX SUBSOIL AND TOPSOIL. DETERMINATION AS TO THE POTENTIAL OF SUBSOIL AND TOPSOIL MIXING WILL BE MADE IN CONSULTATION WITH THE UNDERLYING LANDOWNER, OR, IF APPROVED BY THE LANDOWNER, HIS/HER DESIGNATED TENANT OR DESIGNEE.

PREVENTION OF SOIL EROSION

- RESPONSIBLE PARTY: CONTRACTOR AND OWNER
- THE FACILITY OWNER SHALL WORK WITH LANDOWNERS AND CREATE AND FOLLOW A SWPPP TO PREVENT EXCESSIVE EROSION ON LAND THAT HAS BEEN DISTURBED BY CONSTRUCTION OR DECONSTRUCTION OF A FACILITY.
 - IF THE LANDOWNER AND FACILITY OWNER CANNOT AGREE UPON A REASONABLE METHOD TO CONTROL EROSION ON THE LANDOWNER'S PROPERTY, THE FACILITY OWNER SHALL CONSIDER THE RECOMMENDATIONS OF THE APPROPRIATE COUNTY SWCD TO RESOLVE THE DISAGREEMENT.
 - THE FACILITY OWNER MAY, PER THE REQUIREMENTS OF THE PROJECT SWPPP AND IN CONSULTATION WITH THE LANDOWNER, SEED APPROPRIATE VEGETATION AROUND ALL PANELS AND OTHER FACILITY COMPONENTS TO PREVENT EROSION. THE FACILITY OWNER MUST UTILIZE BEST EFFORTS TO ENSURE THAT ALL SEED MIXES WILL BE AS FREE OF ANY NOXIOUS WEED SEEDS AS POSSIBLE. THE FACILITY OWNER SHALL CONSULT WITH THE LANDOWNER REGARDING APPROPRIATE VARIETIES TO SEED.

REPAIR OF DAMAGED SOIL CONSERVATION PRACTICES

- RESPONSIBLE PARTY: OWNER
- CONSULTATION WITH THE APPROPRIATE COUNTY SWCD BY THE FACILITY OWNER SHALL BE CARRIED OUT TO DETERMINE IF THERE ARE SOIL CONSERVATION PRACTICES (SUCH AS TERRACES, GRASSED WATERWAYS, ETC.) THAT WILL BE DAMAGED BY THE CONSTRUCTION AND/OR DECONSTRUCTION OF THE FACILITY. THOSE CONSERVATION PRACTICES SHALL BE RESTORED TO THEIR PRECONSTRUCTION CONDITION AS CLOSE AS REASONABLY PRACTICABLE FOLLOWING DECONSTRUCTION IN ACCORDANCE WITH USDA NRCS TECHNICAL STANDARDS. ALL REPAIR COSTS SHALL BE THE RESPONSIBILITY OF THE FACILITY OWNER.

COMPENSATION FOR DAMAGES TO PRIVATE PROPERTY

- RESPONSIBLE PARTY: OWNER
- THE FACILITY OWNER SHALL REASONABLY COMPENSATE LANDOWNERS FOR DAMAGES CAUSED BY THE FACILITY OWNER. DAMAGE TO AGRICULTURAL LAND SHALL BE REIMBURSED TO THE LANDOWNER AS PRESCRIBED IN THE APPLICABLE UNDERLYING AGREEMENT.

CLEARING OF TREES AND BRUSH

- RESPONSIBLE PARTY: OWNER
- IF TREES ARE TO BE REMOVED FOR THE CONSTRUCTION OR DECONSTRUCTION OF A FACILITY, THE FACILITY OWNER SHALL CONSULT WITH THE LANDOWNER TO DETERMINE IF THERE ARE TREES OF COMMERCIAL OR OTHER VALUE TO THE LANDOWNER.
 - IF THERE ARE TREES OF COMMERCIAL OR OTHER VALUE TO THE LANDOWNER, THE FACILITY OWNER SHALL ALLOW THE LANDOWNER THE RIGHT TO RETAIN OWNERSHIP OF THE TREES TO BE REMOVED AND THE DISPOSITION OF THE REMOVED TREES SHALL BE NEGOTIATED PRIOR TO THE COMMENCEMENT OF LAND CLEARING.

ACCESS ROADS

- RESPONSIBLE PARTY: CONTRACTOR AND OWNER
- TO THE EXTENT PRACTICABLE, ACCESS ROADS SHALL BE DESIGNED TO NOT IMPEDE SURFACE DRAINAGE AND SHALL BE BUILT TO MINIMIZE SOIL EROSION ON OR NEAR THE ACCESS ROADS.
 - ACCESS ROADS MAY BE LEFT INTACT DURING CONSTRUCTION, OPERATION OR DECONSTRUCTION THROUGH MUTUAL AGREEMENT OF THE LANDOWNER AND THE FACILITY OWNER UNLESS OTHERWISE RESTRICTED BY FEDERAL, STATE, OR LOCAL REGULATIONS.
 - IF THE ACCESS ROADS ARE REMOVED, BEST EFFORTS SHALL BE EXPENDED TO ASSURE THAT THE LAND SHALL BE RESTORED TO EQUIVALENT CONDITION(S) AS EXISTED PRIOR TO THEIR CONSTRUCTION, OR AS OTHERWISE AGREED TO BY THE FACILITY OWNER AND THE LANDOWNER. ALL ACCESS ROADS THAT ARE REMOVED SHALL BE RIPPED TO A DEPTH OF 18 INCHES. ALL RIPPING SHALL BE PERFORMED CONSISTENT WITH THE REPAIR OF COMPACTION AND RUTTING SECTION ON THIS SHEET.

WEED/VEGETATION CONTROL

- RESPONSIBLE PARTY: OWNER
- THE FACILITY OWNER SHALL PROVIDE FOR WEED CONTROL IN A MANNER THAT PREVENTS THE SPREAD OF WEEDS. CHEMICAL CONTROL, IF USED, SHALL BE DONE BY AN APPROPRIATELY LICENSED PESTICIDE APPLICATOR.
 - THE FACILITY OWNER SHALL BE RESPONSIBLE FOR THE REIMBURSEMENT OF ALL REASONABLE COSTS INCURRED BY OWNERS OF AGRICULTURAL LAND WHERE IT HAS BEEN DETERMINED BY THE APPROPRIATE STATE OR COUNTY ENTITY THAT WEEDS HAVE SPREAD FROM THE FACILITY TO THEIR PROPERTY. REIMBURSEMENT IS CONTINGENT UPON WRITTEN NOTICE TO THE FACILITY OWNER. FACILITY OWNER SHALL REIMBURSE THE PROPERTY OWNER WITHIN 45 DAYS AFTER NOTICE IS RECEIVED.
 - THE FACILITY OWNER SHALL ENSURE THAT ALL VEGETATION GROWING WITHIN THE PERIMETER OF THE FACILITY IS PROPERLY AND APPROPRIATELY MAINTAINED. MAINTENANCE MAY INCLUDE, BUT NOT BE LIMITED TO, MOWING, TRIMMING, CHEMICAL CONTROL, OR THE USE OF LIVESTOCK AS AGREED TO BY THE LANDOWNER.
 - THE DECONSTRUCTION PLANS MUST INCLUDE PROVISIONS FOR THE REMOVAL OF ALL WEED CONTROL FABRICS OR OTHER GROUND COVERS.

INDEMNIFICATION OF LANDOWNERS

- RESPONSIBLE PARTY: OWNER
- THE FACILITY OWNER SHALL INDEMNIFY ALL LANDOWNERS, THEIR HEIRS, SUCCESSORS, LEGAL REPRESENTATIVES, AND ASSIGNS FROM AND AGAINST ALL CLAIMS, INJURIES, SUITS, DAMAGES, COSTS, LOSSES, AND REASONABLE EXPENSES RESULTING FROM OR ARISING OUT OF THE COMMERCIAL SOLAR ENERGY FACILITY, INCLUDING CONSTRUCTION AND DECONSTRUCTION THEREOF, AND ALSO INCLUDING DAMAGE TO SUCH FACILITY OR ANY OF ITS APPURTENANCES, EXCEPT WHERE CLAIMS, INJURIES, SUITS, DAMAGES, COSTS, LOSSES, AND EXPENSES ARE CAUSED BY THE NEGLIGENCE OR INTENTIONAL ACTS, OR WILLFUL OMISSIONS OF SUCH LANDOWNERS, AND/OR THE LANDOWNERS HEIRS, SUCCESSORS, LEGAL REPRESENTATIVES, AND ASSIGNS.

DECONSTRUCTION PLANS AND FINANCIAL ASSURANCE OF COMMERCIAL SOLAR ENERGY FACILITIES*

- RESPONSIBLE PARTY: OWNER
- DECONSTRUCTION OF A FACILITY SHALL INCLUDE THE REMOVAL/DISPOSITION OF ALL SOLAR RELATED EQUIPMENT/FACILITIES, INCLUDING THE FOLLOWING UTILIZED FOR OPERATION OF THE FACILITY AND LOCATED ON LANDOWNER PROPERTY:
 - SOLAR PANELS, CELLS AND MODULES;
 - SOLAR PANEL MOUNTS AND RACKING, INCLUDING ANY HELICAL PILES, GROUND SCREWS, BALLASTS, OR OTHER ANCHORING SYSTEMS;
 - SOLAR PANEL FOUNDATIONS, IF USED (TO DEPTH OF 5 FEET);
 - TRANSFORMERS, INVERTERS, ENERGY STORAGE FACILITIES, OR SUBSTATIONS, INCLUDING ALL COMPONENTS AND FOUNDATIONS; HOWEVER, UNDERGROUND CABLES AT A DEPTH OF 5 FEET OR GREATER MAY BE LEFT IN PLACE;
 - OVERHEAD COLLECTION SYSTEM COMPONENTS;
 - OPERATIONS/MAINTENANCE BUILDINGS, SPARE PARTS BUILDINGS AND SUBSTATION/SWITCHING GEAR BUILDINGS UNLESS OTHERWISE AGREED TO BY THE LANDOWNER;
 - ACCESS ROAD(S) UNLESS LANDOWNER REQUESTS IN WRITING THAT THE ACCESS ROAD IS TO REMAIN;
 - OPERATION/MAINTENANCE YARD/STAGING AREA UNLESS OTHERWISE AGREED TO BY THE LANDOWNER; AND
 - DEBRIS AND LITTER GENERATED BY DECONSTRUCTION AND DECONSTRUCTION CREWS.
 - THE FACILITY OWNER SHALL, AT ITS EXPENSE, COMPLETE DECONSTRUCTION OF A FACILITY WITHIN TWELVE (12) MONTHS AFTER THE END OF THE USEFUL LIFE OF THE FACILITY.
 - DURING THE COUNTY PERMIT PROCESS, OR IF NONE, THEN PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE FACILITY OWNER SHALL FILE WITH THE COUNTY A DECONSTRUCTION PLAN. THE FACILITY OWNER SHALL FILE AN UPDATED DECONSTRUCTION PLAN WITH THE COUNTY ON OR BEFORE THE END OF THE TENTH YEAR OF COMMERCIAL OPERATION.
 - THE FACILITY OWNER SHALL PROVIDE THE COUNTY WITH FINANCIAL ASSURANCE TO COVER THE ESTIMATED COSTS OF DECONSTRUCTION OF THE FACILITY. PROVISION OF THIS FINANCIAL ASSURANCE SHALL BE PHASED IN OVER THE FIRST 11 YEARS OF THE PROJECT'S OPERATION AS FOLLOWS:
 - ON OR BEFORE THE FIRST ANNIVERSARY OF THE COMMERCIAL OPERATION DATE, THE FACILITY OWNER SHALL PROVIDE THE COUNTY WITH FINANCIAL ASSURANCE TO COVER TEN (10) PERCENT OF THE ESTIMATED COSTS OF DECONSTRUCTION OF THE FACILITY AS DETERMINED IN THE DECONSTRUCTION PLAN.
 - ON OR BEFORE THE SIXTH ANNIVERSARY OF THE COMMERCIAL OPERATION DATE, THE FACILITY OWNER SHALL PROVIDE THE COUNTY WITH FINANCIAL ASSURANCE TO COVER FIFTY (50) PERCENT OF THE ESTIMATED COSTS OF DECONSTRUCTION OF THE FACILITY AS DETERMINED IN THE DECONSTRUCTION PLAN.
 - ON OR BEFORE THE ELEVENTH ANNIVERSARY OF THE COMMERCIAL OPERATION DATE, THE FACILITY OWNER SHALL PROVIDE THE COUNTY WITH FINANCIAL ASSURANCE TO COVER ONE HUNDRED (100) PERCENT OF THE ESTIMATED COSTS OF DECONSTRUCTION OF THE FACILITY AS DETERMINED IN THE UPDATED DECONSTRUCTION PLAN PROVIDED DURING THE TENTH YEAR OF COMMERCIAL OPERATION.
 - THE FINANCIAL ASSURANCE SHALL NOT RELEASE THE SURETY FROM LIABILITY UNTIL THE FINANCIAL ASSURANCE IS REPLACED. THE SALVAGE VALUE OF THE FACILITY MAY ONLY BE USED TO REDUCE THE ESTIMATED COSTS OF DECONSTRUCTION IF THE COUNTY AGREES THAT ALL INTERESTS IN THE SALVAGE VALUE ARE SUBORDINATE OR HAVE BEEN SUBORDINATED TO THAT OF THE COUNTY IF ABANDONMENT OCCURS.
 - THE COUNTY MAY, BUT IS NOT REQUIRED TO, REEVALUATE THE ESTIMATED COSTS OF DECONSTRUCTION OF ANY FACILITY AFTER THE TENTH ANNIVERSARY, AND EVERY FIVE YEARS THEREAFTER, OF THE COMMERCIAL OPERATION DATE. BASED ON ANY REEVALUATION, THE COUNTY MAY REQUIRE CHANGES IN THE LEVEL OF FINANCIAL ASSURANCE USED TO CALCULATE THE PHASED FINANCIAL ASSURANCE LEVELS DESCRIBED IN SECTION 4 ABOVE. REQUIRED FROM THE FACILITY OWNER: IF THE COUNTY IS UNABLE TO ITS SATISFACTION TO PERFORM THE INVESTIGATIONS NECESSARY TO APPROVE THE DECONSTRUCTION PLAN FILED BY THE FACILITY OWNER, THEN THE COUNTY AND FACILITY MAY MUTUALLY AGREE ON THE SELECTION OF A PROFESSIONAL ENGINEER INDEPENDENT OF THE FACILITY OWNER TO CONDUCT ANY NECESSARY INVESTIGATIONS. THE FACILITY OWNER SHALL BE RESPONSIBLE FOR THE COST OF ANY SUCH INVESTIGATIONS.
 - UPON ABANDONMENT, THE COUNTY MAY TAKE ALL APPROPRIATE ACTIONS FOR DECONSTRUCTION INCLUDING DRAWING UPON THE FINANCIAL ASSURANCE.

*OUTLINED DECONSTRUCTION REQUIREMENTS PER ILLINOIS STANDARD SOLAR AIMA V.8.19.19. OWNER MAY HAVE ADDITIONAL AGREEMENTS FOR THE SITE. CONTRACTOR TO OBTAIN LATEST AGREEMENT PRIOR TO COMMENCING DECONSTRUCTION ACTIVITIES.

NOTE: AIMA NOTES INCLUDED ON THIS SHEET ARE ONLY A PORTION OF THE NOTES AND THOSE APPLICABLE TO THE CONTRACTOR. REFER TO FINAL SIGNED AIMA AGREEMENT FOR FULL LIST OF REQUIREMENTS.




801 S. Main Street, Suite 100, Morris, IL 61201
Tel: (815) 741-1440 Fax: (815) 741-1425 Web: www.nexamp.com



2005 KIMLEY-HORN AND ASSOCIATES, INC.
570 LAKE COOK ROAD, SUITE 200
DEERFIELD, IL 60015
WWW.KIMLEY-HORN.COM

Rev	Issued For	Date
0	90% CIVIL PLANS	6/12/2025
1	ISSUED FOR REVIEW	8/1/2025
2	ISSUED FOR PERMIT	10/28/2025
3	ISSUED FOR CONSTRUCTION	11/19/2025
4	IFC REV. 1	02/09/2026
5	IFC REV. 2	02/27/2026



11/19/2025
DATE OF EXPIRATION: 11/30/2025

Project:

CEMETERY SUN LLC
SCHUYLER COUNTY

24638 ADAMS ROAD, FREDRICK
(SCHUYLER COUNTY), IL 62639

Drawing Title:

AGRICULTURAL
IMPACT MITIGATION
AGREEMENT NOTES

Dwg No: C-201 Size: D Sheet Rev: 4

Approved by: APK

Drawn by: LAD



Call Before You Dig
1-800-892-0123