



# Economic Development Committee

215 S. East Street

Carlinville, IL 62626

<http://www.macoupincountyil.gov/>

## Regular Meeting

~ Minutes ~

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Wednesday, June 5, 2024

5:00 PM

County Board Room

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### I. CALL TO ORDER

PRESENT: Armour, Starr, Blank, Kilduff, Klausung, Payne, Rosentreter, Duncan, Garrison, Fisher, Anderson

ABSENT:

### II. AGENDA ITEMS

#### 1. Energy Transition Community Grant Program

Dan Fisher spoke about the energy transition grant application. The county had been awarded nearly \$325,000 while the group that the City of Gillespie was part of had received over \$1,000,000. To receive the money the county needed to submit the phase 2 application by July 31st. This application would require specific projects, costs, and timelines. It will also require the county to have a public hearing and seek out public comment especially from interested parties the grant application lines up. The committee wanted to try and partner with the other applicants in the county to have 2 public hearings, one in Carlinville and one in Gillespie, that included all parties. Fisher said that the county needed to start thinking about different projects that they would want to include in the project.

Duncan said that the top priority for this project should be to hire a grant manager full time who could handle these type of things in the future and hopefully also help other local units of government apply as well. The committee agreed. He also mention the broadband expansion the Board was working with Frontier on as well as the road sign replacements that they had been discussing as possible projects.

#### 2. Potential Mineral Rights Accommodation Agreement

Ryan Anderson with Cypress Creek Renewables spoke about his group wanting to get an accommodation agreement in place with the county that would say the county wouldn't mine the area west of Virden that the county owned mineral rights for the next 30 years. They were looking at developing the area for a solar project. There would be a one time fee for the project. The committee said they would look into the matter.



May 24, 2024

Subject: Application for Energy Transition Community Grant Program (NOFO ID: 3071-2447)-Phase 2

Dear County of Macoupin:

Congratulations! You have been selected to receive an Energy Transition Community Grant in the amount of \$324,479 from the Illinois Department of Commerce and Economic Opportunity (DCEO). DCEO looks forward to working with you to complete your project and helping to address the economic and social impact on your community of plant or mine retirements. If you are part of a joint application, please note that this is the total funding amount for that joint application and it is up to the applicants to determine how the funding is allocated toward a project or projects, and to what extent funding may be allocated to other parties on the joint application via a subgrantee arrangement to carry out a project or projects.

In Phase 2, Phase 1 Applicants receiving this letter must submit the Phase 2 Application and all required documents by **July 31, 2024, by 5pm CST**.

### Eligible Projects

Energy Transition Community Grants must be used to plan and/or address the economic and social impact on the community or region of plant or mine retirement or transition. Eligible uses of grant funds include, but are not limited to, the following:

- Capacity building, consultants/professional services, etc.
- Energy Efficiency/Renewable Energy/Clean Energy Transition planning, development, and implementation.
- Workforce development, including upskilling and reskilling for high-demand/high-wage opportunities in regional industries, and investment in training facilities. This may include tuition assistance and wrap-around services for trainees, including stipends for housing, transportation, and childcare.
- Financial assistance for unemployed, underemployed, and/or low-income residents, including direct cash benefits, childcare, housing, transportation, and health care.
- Public infrastructure investment, including water/sewer, transportation, drainage, broadband, public facilities, and other.
- Site cleanup and environmental remediation.
- Grants to incentivize relocation or retention of companies.
- Marketing and other investment to boost tourism, recreation, and business development opportunities.
- Affordable housing.

- Public health initiatives and community health care facilities.
- Downtown/commercial redevelopment, including investment to enhance public space, improve energy efficiency/sustainability of facilities or infrastructure, and renovate/revitalize historic buildings.
- Planning, along with supporting research and analysis, for economic development, transportation, or other programs to address the impact of closure.
- Investment in local or regional operational capacity for economic development/business development/grant writing/planning through local governments or nonprofits.

**Anticipated start date** for awards is Fall of 2024. The period of performance is expected to be 1 to 3 years but may exceed this if needed for a proposed eligible use of grant funds. If you have an existing grant agreement under this program, it is an option to amend that agreement to include this additional funding and any additions or changes to the project scope.

Allowable grant expenses include procurement of third-party vendors for grant writing and implementation costs, including guidance and opportunities to apply for additional federal, State, local, and private funding resources. If the application is approved, one-time reimbursable costs to apply for the Energy Transition Community Grant are authorized up to **3%** of the award.

#### Phase 2 Applications should consist of:

- I. *Phase 2 Application*: Complete the Phase 2 application and use the text spaces provided in the application. Organization demographics and description of project need, activities, project timeline deliverables, and outcomes (Appendix A: Project Timeline). Be sure to complete and attach all Appendices.
- II. *Stakeholder Engagement Process*: Prior to submitting a Phase 2 application, grantees will be required to **solicit community input** and **consult with a diverse set of stakeholders**, including, but not limited to:
  - Regional Planning Councils, in areas where a Regional Planning Council is active;
  - Economic development organizations;
  - Low-income or environmental justice communities;
  - Educational institutions;
  - Elected and appointed officials;
  - Organizations representing workers; and
  - Other relevant organizations, if applicable.

To ensure that you have complied with this statutory requirement, you will be required to complete and submit the Stakeholder Engagement Form (**Appendix B**) to show that you have:

- 1) hosted at least one public meeting that allowed for public input, in which a discussion of the proposed use of Energy Transition Community Grant funds was on the agenda, and
- 2) for at least one person in each category in the bulleted list above, solicited input and feedback regarding use of Energy Transition Community Grant funds by:
  - a. holding one or more meetings (this may include participation in the public meeting described in (1)), or

- b. submitting a direct written request for input and feedback via e-mail or mail correspondence

III. **Uniform Budget:** utilize the template provided by DCEO for this project.

- a. The entire budget with all worksheets included even if the worksheets are not relevant to the grant opportunity must be submitted with the application materials. Signature page must be printed, signed, scanned, and submitted with application.

**Please submit Phase 2 application materials to the Department via electronic form at <https://app.smartsheet.com/b/form/0d2fbee163a24470ab5a171783b1a5d8>.**

### Application Review Information

Grants will be issued to communities that meet the following criteria:

- Lead applicant is an eligible local government entity that received approval and an allocated funding amount from the Department following Phase 1.
- Phase 2 application is complete and sufficiently detailed with all Appendices.
- Applicant has completed the required stakeholder process to identify proposed use of grant funds, and properly documented that process in their submission of the Stakeholder Engagement Form.
- The proposed project is eligible for funding because it entails planning for or addressing the economic and social impact on the community or region of plant or mine retirement or transition.

### Phase 2 Submission Document Checklist:

- Phase 2 Application
- Appendix A: Project Timeline Template
- Appendix B: Stakeholder Engagement Form
- Uniform Budget Template

Please direct any further questions directly to [CEO.CEJACOMMTRANSITION@illinois.gov](mailto:CEO.CEJACOMMTRANSITION@illinois.gov)

## Appendix

### Award Administration Information

#### 1. State Award Notices.

The Notice of State Award (NOSA) will specify the funding terms and specific conditions resulting from the pre-award risk assessments and the merit based review process. The NOSA must be accepted in the GATA Portal by an authorized representative of the grantee organization. The NOSA is not an authorization to begin performance or incur costs.

#### 2. Administrative and National Policy Requirements.

**Subrecipients and Subcontractors:** Agreement(s) and budget(s) with subrecipients and subcontractors must be pre-approved by and on file with DCEO. Agreements can be submitted to DCEO when available. Subcontractors and subrecipients are subject to all applicable provisions of the Agreement(s) executed between DCEO and the grantee. The successful applicant shall retain sole responsibility for the performance of its subrecipient(s) and/or subcontractor(s).

**Grant Uniform Requirements:** The Grant Accountability and Transparency Act (30 ILCS 708/1 *et seq.*) (and its related administrative rules, 44 Ill. Admin. Code Part 7000), was enacted to increase the accountability and transparency in the use of grant funds from whatever source and to reduce administrative burdens on both State agencies and grantees by adopting federal guidance and regulations applicable to those grant funds; specifically, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).

**Procurement:** Grantees will be required to adhere to methods of procurement per the Procurement Standards (2 CFR 200.317 – 2 CFR 200.327).

**Business Enterprise Program:** For grant awards of \$250,000 or more, grantees will be required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. The Department will work with the grantees to ensure compliance prior to the establishment of the grant agreement as well as through the life of the grant.

**Environmental Review Requirements:** Capital grants will be reviewed to determine environmental review requirements. Based on the scope of the project, the grantees may be required to complete additional environmental approvals before a grant agreement can be initiated.

**Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.):** For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

**Prevailing Wage Act (820 ILCS 130/0.01 et seq.):** Applicants that are awarded grants shall comply with all requirements of the Prevailing Wage Act, including but not limited to, inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract. Grantees will be required to report on Prevailing Wage Act compliance on a monthly basis.

**Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.):** All grantees will be required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) (the “Act”), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantees may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available, or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by DCEO in consultation with the Illinois Department of Labor. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor’s regularly employed non-resident executive and technical experts.

In order to charge indirect costs to a grant, the applicant organization must have an annually negotiated indirect cost rate agreement (NICRA). There are three types of NICRAs:

a) Federally Negotiated Rate. Organizations that receive direct federal funding, may have an indirect cost rate that was negotiated with the Federal Cognizant Agency. Illinois will accept the federally negotiated rate. The organization must provide a copy of the federally NICRA.

b) State Negotiated Rate. The organization may negotiate an indirect cost rate with the State of Illinois if they do not have a Federally Negotiated Rate. If an organization has not previously established an indirect cost rate, an indirect cost rate proposal must be submitted through State of Illinois' centralized indirect cost rate system no later than three months after receipt of a Notice of State Award (NOSA). If an organization previously established an indirect cost rate, the organization must annually submit a new indirect cost proposal through CARS within six to nine months after the close of the grantee's fiscal year, depending on the grantee's audit type requirements.

c) De Minimis Rate. An organization may elect a de minimis rate of 10% of modified total direct cost (MTDC). Once established, the De Minimis Rate may be used indefinitely. The State of Illinois must verify the calculation of the MTDC annually in order to accept the De Minimis Rate.

All grantees must complete an indirect cost rate negotiation or elect the De Minimis Rate to claim indirect costs. Indirect costs claimed without a negotiated rate or a De Minimis Rate election on record in the State of Illinois' centralized indirect cost rate system may be subject to disallowance.

Grantees have discretion and can elect to waive payment for indirect costs. Grantees that elect to waive payments for indirect costs cannot be reimbursed for indirect costs. The organization must record an election to "Waive Indirect Costs" into the State of Illinois' centralized indirect cost rate system.

State Universities may request an indirect cost rate of 10% due to the State of Illinois' continuous funding of a portion of facility and administrative costs.

### **3. Reporting.**

#### **Periodic Performance Report (PPR) and Periodic Financial Report (PFR)**

Grantees funded through this NOFO are required to submit in the format required by the Grantor, at least on a quarterly basis, the PPR and PFR electronically to their assigned grant manager. The first of such reports shall cover the first three months after the award begins. Pursuant to 2 CFR 200.328, Periodic Financial Reports shall be submitted no later than 30 calendar days following the period covered by the report. Pursuant to 2 CFR 200.329, Periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. Any additional reporting requirements will be disclosed in the NOSA. Grantees are required within 45 calendar days following the end of the period of performance to submit a final closeout report in the format required by the Grantor (*See* 2 CFR 200.344).

**Monitoring**

Grantees funded through this NOFO are subject to fiscal and programmatic monitoring visits by the Department in accordance with 2 CFR 200.337. They must have an open-door policy allowing periodic visits by Department monitors to evaluate the progress of the project and provide documentation upon request of the monitor. Program staff will also maintain contact with participants and monitor progress and performance of the contracts. The Department may modify grants based on performance.

**Audit**

Grantees shall be subject to Illinois' statewide Audit Report Review requirements. Terms of the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules set forth under the Grant Accountability and Transparency Act shall apply (See 30 ILCS 708/65(c)).

After Recording, Return To:

[Redacted]  
c/o Cypress Creek Renewables, LLC  
3402 Pico Blvd., Ste. 300  
Santa Monica, CA 90405  
Attn: Asset Management Department

ACCOMMODATION AGREEMENT  
(Mineral Owners)

This Accommodation Agreement (“Agreement”) is made effective as of \_\_\_\_\_, 202\_ (the “Effective Date”), between [Redacted] ([collectively], “Grantor”) and [Redacted], a [Redacted] (“Grantee”). As used herein, “Party” means Grantor or Grantee, as applicable, and “Parties” mean both of them.

WHEREAS, Grantor is the owner of all or a portion of the mineral rights on and/or an undivided interest in and to the oil, gas, coal and other minerals (the “Mineral Rights”) under a tract of land in [Redacted] County described in Exhibit A attached hereto and incorporated herein (the “Land”);

WHEREAS, Grantee has proposed a solar energy project to be located on a portion of the surface of the Land;

WHEREAS, [Redacted] (“Surface Owner”) and Grantee, entered into a Ground Lease Agreement dated [Redacted], as evidenced by a Memorandum of Lease recorded in Volume [Redacted], Page [Redacted], Official Public Records, [Redacted] County, Illinois (collectively, the “Solar Lease”), covering the Land for the development and operation by Grantee of solar energy generation system(s) and related equipment, facilities and improvements on the Land (the “Solar Project”); and

WHEREAS, Grantee has requested that Grantor, as owner of the Mineral Rights, covenant not to disturb the surface of the Land for mineral exploration or production as described herein, and except as provided for herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**A. Consideration** In exchange for Grantor’s agreements hereunder, Grantee shall pay to Grantor (i) the initial amount specified on the schedule attached as Exhibit B hereto and incorporated herein (the “Consideration for Agreement Execution”), which Consideration for Agreement Execution shall be paid to Grantor within thirty (30) days of the execution of this Agreement by both Grantor and Grantee and delivery of this Agreement from Grantor to Grantee, and (ii) the amounts and at the times set forth on the schedule attached as Exhibit B hereto and incorporated herein (whether one or more payments, hereinafter called the “Additional Payments” and sometimes, if one, called “Additional Payment”); provided, however, Grantee’s obligation to pay Additional Payments that have not at that time accrued shall cease upon the earlier of the termination or expiration of this Agreement.

**B. Surface Non-Disturbance** Grantor and Grantee agree as follows:

1. The surface of the Land shall not be disturbed in any materially harmful manner during the term of this Agreement by Grantor, or anyone claiming under Grantor, for the purpose of exploring for, or developing, or producing or processing any and all Minerals, with “Minerals” defined as any geothermal resources, oil, gas, coal, sand, gravel, rock, and all other commercially viable natural resources and natural deposits below the surface.
2. Except as otherwise expressly provided in this Agreement, during the term of this Agreement, Grantor shall not, and shall not authorize anyone claiming under it to, enter upon or occupy any portion of the surface of the Land or place any fixtures, equipment, buildings or structures thereon.
3. This Agreement shall not be construed as a waiver of the right of Grantor to exploit, explore for, develop, mine, produce, or process any and all Minerals (a) from, on or under the surface of any land other than the Land, or (b) from or under the surface of the Land by any means that do not harm the surface of the Land, including, but

not limited to, by use of directional wells or by pooling, so long as such activities are at all times in compliance with applicable laws, regulations and local ordinances.

- 4. As used herein, the term “surface” shall be deemed to include depths from the surface of the Land down to five hundred (500) feet directly below the surface of the Land.
- 5. Grantor represents that as of the Effective Date, Grantor holds an undivided right, title and interest in the Mineral Rights and Grantor has not assigned, leased or otherwise conveyed any interest or option in or in respect to the Mineral Rights.

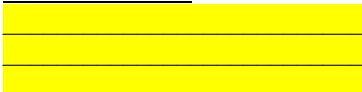
**C. Intentionally omitted.**

**D. Term**

This Agreement shall remain in effect for the greater of (i) the entire term of the Solar Lease (as the same may be extended from time to time pursuant to the terms of the Solar Lease) or (ii) the entire term of the lease within the Solar Project having the longest term (collectively, the “Term”) unless sooner terminated under the provisions of the Solar Lease. Grantee may extend the Term for an additional ten (10) year period by providing written notice of Solar Lessee’s election to extend the Term prior to the expiration of the initial Term.

**E. General Provisions**

- 1. Scope of Agreement. This Agreement incorporates all of the covenants and understandings between Grantor and Grantee concerning the subject matter hereof and such agreements, covenants, and understandings are merged into this Agreement. No prior agreement or understanding between Grantor and Grantee shall be valid or enforceable unless expressly embodied in this Agreement.
- 2. Amendment. This Agreement shall not be altered, changed or amended except by written instrument executed by both Grantor and Grantee.
- 3. Governing Law. This Agreement shall be governed by the laws of the State of Illinois. Venue for any action brought in connection with this Agreement shall be in the courts of competent jurisdiction in Illinois in the county or counties where the Land is located.
- 4. Successors in Interest. All terms, conditions and covenants of this Agreement and all amendments thereto shall extend to and bind the heirs, successors and assigns of Grantee and Grantor.
- 5. Severability. In the event that any provision of this Agreement is held invalid or unenforceable under applicable law, this Agreement shall be deemed not to include that provision and all other provisions shall remain in full force and effect.
- 6. Multiple Grantors or Grantees. If more than one person or entity is a signatory denominated as Grantor or Grantee, all such persons or entities shall be jointly and severally liable under this Agreement.
- 7. Notices. Notice requirements, unless otherwise stated, shall refer to written notice by (i) registered or certified U.S. Postal Service, return receipt requested, or (ii) delivered by reputable overnight courier, return receipt of tracking system, or (iii) by electronic delivery or facsimile transmission, but only if followed up by notice pursuant to either (i) or (ii) in this Section above, to the addresses of the party hereunder shall constitute sufficient notice to comply with the terms of this Agreement. Notice will be deemed effective upon the earlier of delivery or, if mailed, three (3) business days after deposit in the U.S. Mail with proper postage. Either Grantor or Grantee may change its respective address as provided in this Section effective three (3) business days after giving written notice of the change to the other as provided in this Agreement. The addresses for notice are:

Notice to Grantor  


Notice to Grantee:  
 c/o Cypress Creek Renewables  
 3402 Pico Blvd.  
 Santa Monica, CA 90405

Attachment: Illinois - Mineral Accommodation Agreement (No Reserved Areas) (2945 : Potential Mineral Rights Accommodation Agreement)

Email: [REDACTED]  
Facsimile No. [REDACTED]

Attn: Asset Management Department  
Email: assetmanagement@ccrenew.com  
Facsimile No. N/A

8. Authority. If Grantee is other than a natural person, the individual(s) signing this Agreement on behalf of Grantee represents and warrants that he or she has the power and authority to bind Grantee, and that no further action, resolution, or approval from Grantee is necessary to enter into a binding contract.
9. Assignment. Provided that Grantee is not at the time of the Assignment in default hereunder (including, without limitation, with regard to the payment of the consideration set out on Exhibit B hereto), Grantee may, without the need for any consent from Grantor, (i) sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein to any other company or person acquiring all or any of Grantee's interest in the Solar Lease; or (ii) collaterally assign, mortgage, pledge, hypothecate or otherwise transfer this Agreement to any lender or financing party ("Financing Party") in connection with any financing of the Solar Project. For the avoidance of doubt, a Financing Party shall include any tax-credit investor providing equity financing for the Solar Project. Such right to effect an Assignment shall extend to a change in the ownership of Grantee, which also shall not require the approval or consent of Grantor. Each Financing Party shall have the right to do any act or thing required to be performed by Grantee under this Agreement, and any such act or thing performed by a Financing Party shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of Grantee's rights under this Agreement as if done by Grantee itself. From and after the date on which Grantor receives an accurate and complete copy of a fully-executed Assignment document, and provided that Grantor is not then in default hereunder and the assignee therein expressly assumes all of the obligations of Grantee under this Agreement (including, without limitation, the obligation to pay the amounts set forth on Exhibit B hereto), such Assignment shall release Grantee from its obligations hereunder and from all future performances, liabilities, and obligations under this Agreement that have not yet accrued as of the date of the Assignment. If this Agreement is terminated because of (y) a termination of the Solar Lease or (z) a default under this Agreement, or rejection by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or as a result of any default, foreclosure or assignment in lieu of foreclosure, or bankruptcy, insolvency or appointment of a receiver in bankruptcy, and within one hundred twenty (120) days after such rejection or termination any Financing Party shall have arranged to the reasonable satisfaction of Grantor for the cure of all defaults under this Agreement, other than those defaults, which, by their nature, cannot be cured or performed by such person ("Non-curable Defaults"), then Grantor shall execute and deliver to the Financing Party (or its designee), as the case may be, a new agreement (but with respect to item (y) above, only if a new Solar Lease is entered into) which shall (i) be for a term not less than (and not more than) the remaining term of this Agreement, (ii) contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by the Grantee or any Financing Party prior to rejection or termination of this Agreement and any Non-curable Defaults), and (iii) shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by the Grantor. So long as Grantor has received prior written notice of the existence of any Financing Party, this Agreement shall not be modified, and Grantor shall not accept a termination or release of this Agreement, without the prior consent of all such Financing Parties. The provisions of this section shall survive the termination or rejection of this Agreement.
10. Notice of Default and Opportunity to Cure. No party shall take any action to terminate this Agreement on account of a default by the other party without first giving such party written notice specifying the nature of the alleged default ("Notice"); any party receiving a Notice shall be entitled to cure the default within thirty (30) days of receipt of the Notice, provided that if such condition is not reasonably susceptible to cure within such thirty (30) day period and the party who received the Notice is diligently pursuing cure, such party shall be entitled to up to sixty (60) additional days to cure. To the extent that Grantee is the party receiving a Notice, Grantor shall provide a copy of such Notice simultaneously to any Financing Party (of which Grantee or such Financing Party has provided contact information), any such Financing Party shall be entitled to the same cure periods as Grantee hereunder plus an additional period of thirty (30) days. If the party receiving the Notice timely cures the default, the other party shall not be entitled to terminate this Agreement on account of such default.
11. Estoppel Certificates. Within ten (10) days of actual, not deemed, receipt from Grantee or from any existing or proposed Financing Party or Assignee, Grantor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying that there are no uncured events of default under this Agreement (or, if

any uncured events of default exist, stating with particularity the nature thereof), and (c) certifying as to other matters that may be reasonably requested by Grantee or such Financing Party or Assignee.

12. Survival of Terms, Conditions, Restrictions Reservations, and Covenants. Any term, condition, restriction, reservation or covenant that gives rise to any rights or claims of either party against the other shall be deemed to survive the termination, relinquishment, or abandonment of this Agreement. Nothing in this or any other provision of this Agreement shall constitute a waiver by Grantor of its sovereign immunity from suit or from liability.
13. Counterparts and Recording. This Agreement may be executed in multiple counterparts and delivered as an original document in hard copy or by electronic transmission in a portable document format, each of which when taken together shall constitute but one and the same original. Grantee shall deliver a fully-executed original of this Agreement to Grantor for filing in Grantor's official records. Grantee may record this Agreement or a Memorandum of Agreement in real property records of the county in which the Land is located, but shall remove the attached Exhibit B hereto and/or its consideration terms before any such recording.
14. Interpretation; Incorporation of Exhibits. All exhibits attached to this Agreement are hereby incorporated herein as though set forth in full in this Agreement. This Agreement has been negotiated at arm's length and each party has been represented or has had the opportunity to be represented by independent legal counsel in this transaction. Accordingly, each party hereby waives any benefit under any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party drafting it.
15. Headings. The paragraph headings herein are used only for the purpose of convenience and shall not be deemed to limit the subject of the sections or paragraphs of this Agreement or to be considered in their construction.
16. Confidentiality. Grantor agrees to hold all confidential information of Grantee, including, without limitation, the financial terms of this Agreement, in strict confidence, and will not disclose same to any person, other than Grantor's attorneys and financial advisors or as required by applicable law, rule, or regulation.
17. Restriction on Exploration on Adjacent Lands. To the extent that Grantor owns, as of the Effective Date, any rights of surface access on parcels adjacent to the Land (collectively, "Adjacent Lands"), Grantor hereby agrees for itself and its successors and assigns, including without limitation any lessee or any party claiming rights of access through Grantor or its successors or assigns, to restrict Geophysical Operations on the Adjacent Lands as follows:
  - a. Grantor agrees not to use dynamite explosives for Geophysical Operations conducted on the Adjacent Lands within one thousand (1,000) feet of the boundary of the Land.
  - b. All other Geophysical Operations on Adjacent Lands shall occur at a minimum distance of two hundred fifty (250) feet from the boundary of the Land.
  - c. For purposes of this Agreement, "Geophysical Operations" means the surface and/or subsurface generation and/or measurement of different types of energy and forces used to record geophysical properties of the earth, which properties include, by way of example and not of limitation, magnetic, seismic, gravitational, electrical and natural radiation.
18. Covenants Run with Land. The Parties hereby acknowledge and agree that the waivers and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.

[remainder of this page intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date set forth above.

GRANTOR:

By:  
Name: [Redacted]

**ACKNOWLEDGMENT**

State of Illinois )  
 ) ss  
County of )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, as Authorized  
Signatory of \_\_\_\_\_, a \_\_\_\_\_ limited liability company, who proved to  
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Affix Seal)  
GRANTEE:

[Redacted]

By: \_\_\_\_\_  
Name:  
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Attachment: Illinois - Mineral Accomodation Agreement (No Reserved Areas) (2945 : Potential Mineral Rights Accommodation Agreement)

State of California

County of Los Angeles

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Attachment: Illinois - Mineral Accommodation Agreement (No Reserved Areas) (2945 : Potential Mineral Rights Accommodation Agreement)

**JOINDER OF SURFACE OWNER**

The undersigned, as Surface Owner of the Land (as defined in the foregoing Agreement), acknowledges and agrees to the terms of this Agreement.

SURFACE OWNER:

[Redacted]

By: \_\_\_\_\_

Name:

Notice Address:

[Redacted]

Attn: [Redacted]

Email Address: [Redacted]

**ACKNOWLEDGMENT**

State of Illinois )  
County of ) ss

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, as Authorized  
Signatory of \_\_\_\_\_, a \_\_\_\_\_ limited liability company, who proved to  
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Affix Seal)

Exhibit "A"

Legal Description of Property

[REDACTED]

**Exhibit "B"**

(REMOVE THIS PAGE BEFORE RECORDING IN ANY REAL PROPERTY RECORDS)

**Payment Schedule**

1. Consideration for Agreement Execution is the amount of \$ [REDACTED].
2. Additional Payment in the amount of \$ [REDACTED], which payment will be due and payable by Grantee to Grantor within thirty (30) business days after the Commercial Operations Date (as defined below). As used herein, the term "Commercial Operations Date" means the first day that all photovoltaic panels to be installed in the Solar Project deliver electricity in commercial quantities (excluding test energy) for sale to a third party power purchaser, off taker, or merchant buyer.



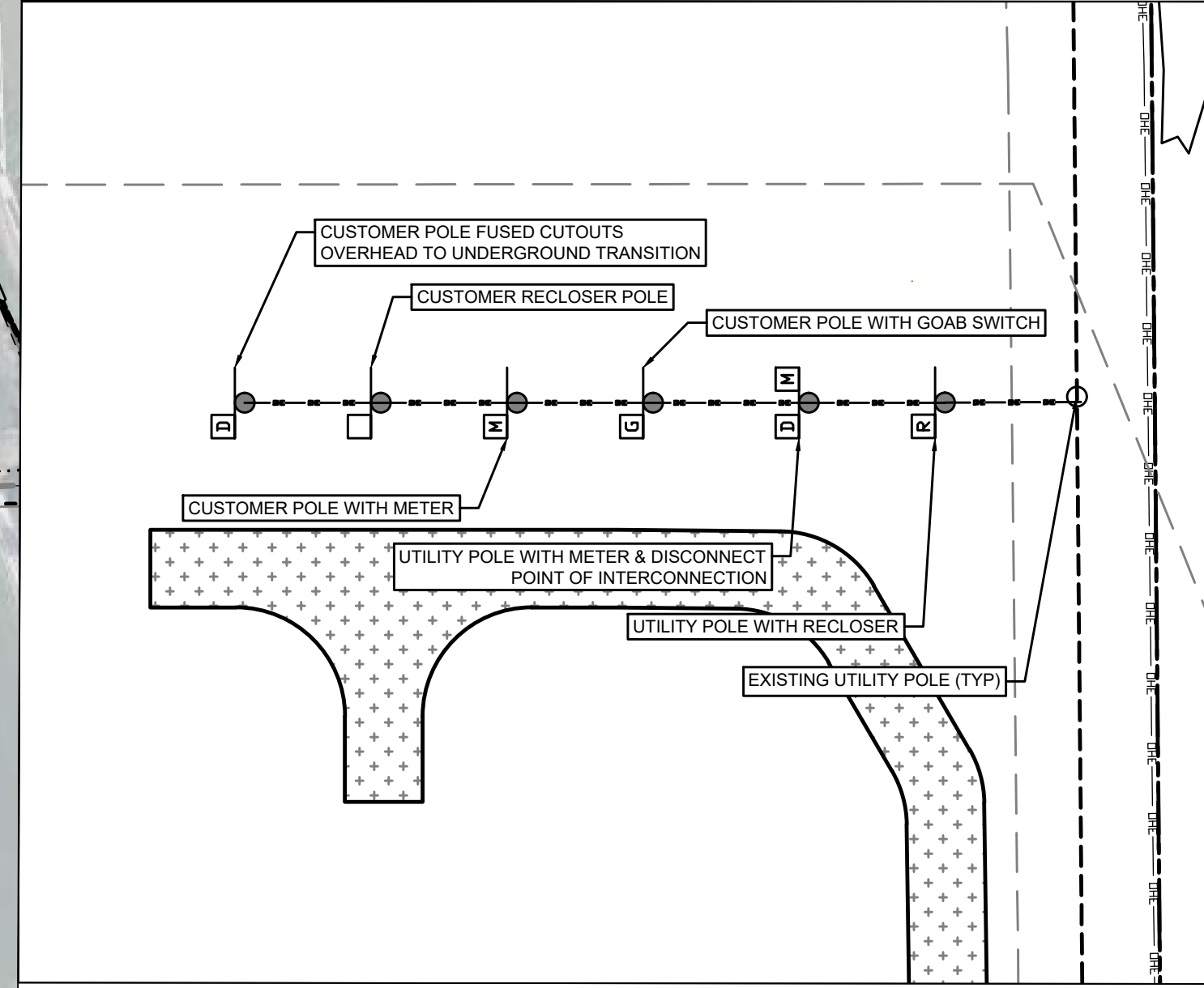
- NOTES:
1. PV ARRAY AS SHOWN IS REPRESENTATIVE AND TO BE FINALIZED PRIOR TO CONSTRUCTION.
  2. AERIAL IMAGE MAY NOT ALIGN EXACTLY WITH SURVEY DUE TO MAP PROJECTION.
  3. ALL EXISTING ROAD LOCATIONS SHOWN ARE APPROXIMATE.
  4. EXACT PROPOSED INTERIOR ACCESS ROAD LOCATIONS ARE REPRESENTATIVE, AND TO BE FINALIZED PRIOR TO CONSTRUCTION.
  5. PV ARRAY FENCE IS ASSUMED TO ROUTE THROUGH OVERHEAD ELECTRICAL LINE EASEMENT.
  6. THE PHYSICAL LAYOUT REFLECTS A 10% OVERSIZE TO ACCOUNT FOR FUTURE CIVIL DESIGN. THE VALUES IN THE SUMMARY REFLECT NO OVERSIZE.
  7. LoD: 35.75 ACRES

PROJECT SPECIFICATIONS DESIGN SUMMARY

UTILITY	AMR
POI VOLTAGE (kV)	34.50
AC SYSTEM SIZE (MW)	4.999
DC SYSTEM SIZE (MW)	6.50
DC/AC RATIO	1.30
INVERTER MAKE/MODEL	SIEMENS 155 TL3
INVERTER QTY	34
PV MODULE MAKE/MODEL	MAXEON
PV MODULE QTY	11664
PV MODULE STC RATING (W)	560
MODULES PER STRING	27
STRING QTY	432
RACKING FOUNDATIONS QTY	1872
DC SYSTEM MAX VOLTAGE (V)	1500
RACKING MAKE/MODEL	NEXTRACKER
RACK CONFIGURATION	SAT
MODULE ORIENTATION	1-PORTRAIT
TILT (°)	±60
GCR	0.3
CLEAR ROW SPACING (FT)	17.500
CENTER-CENTER ROW SPACING (FT)	25.000
AZIMUTH (°)	180
LATITUDE (°)	39.486
LONGITUDE (°)	-89.781

LEGEND

EASEMENTS	---	SECURITY FENCE	—○—○—
EQUIPMENT PAD	▨	SHADE BUFFER	▨
LIMIT OF DISTURBANCE	—○—○—	SITE ACCESS	▨
ELECTRICAL (OVERHEAD)	—●—●—	TREELINE	—●—●—
ELECTRICAL (UNDERGROUND)	—●—●—	VEGETATIVE BUFFER	▨
PROJECT AREA	---	NO DISTURBANCE BUFFER	---
PROPERTY LINE	---		
WETLAND	▨		



1 POI DETAIL  
E-101  
SCALE: 1" = 40'

PERMIT DRAWING - NOT RELEASED FOR CONSTRUCTION

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CONSULTANT

NO.	DATE	REVISIONS	DESCRIPTION

PARIS SOLAR, LLC  
19300 SNELL RD, VIRDEN IL  
62690

DATE: 10-27-23  
DRAWN BY: AR  
CHECKED BY: --  
PV LAYOUT