



# Economic Development Committee

215 S. East Street

Carlinville, IL 62626

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

## Regular Meeting

### ~ Minutes ~

Wednesday, August 7, 2024

5:00 PM

County Board Room

#### I. CALL TO ORDER

PRESENT: Armour, Starr, Klausing, Rosentreter, Duncan, Garrison

ABSENT: Blank, Kilduff, Payne

#### II. AGENDA ITEMS

##### 1. Fairground Lease with Fair Board

Armour said that he would like to consider this topic next month after they had gotten more information on the specifics of the proposal that was discussed last month about possibly moving some of the farmland acreage to the fairgrounds for additional parking. It would be discussed next month.

##### 2. Update on Energy Grant Application

Armour said that at Road and Bridge there had been a discussion about why the Renken Road project had been added to the grant since it was not in the works currently. Armour said he had mentioned it being a project mentioned at the committee as a passion project. Klausing said she would reach out to Madison County to see about the joint agreements for that road to see if that would be a good place to start.

Duncan and Klausing also had talked about the grant writer position. What had been put in the application was contracting with the same firm that helped with the application for them to have an grant writer on staff who would primarily assist Macoupin County. In addition, there would be a second point person hired directly by the county who be the point person and assist with the grant writing project. The particulars would be worked out in upcoming months as we wait for final grant approval.

##### 3. Potential Mineral Rights Accommodation Agreement

There had been a presentation regarding this agreement a few months back. They had called a few times regarding getting an agreement in place so the committee needed to decide if they wanted to enter into an agreement or not.

Motion by Klausing, seconded by Starr to recommend the State's Attorney inform the company that the county is not interested in entering into an agreement.

**RESULT:** MOTION TO RECOMMEND [UNANIMOUS]  
**MOVER:** Holly Klausing, Member  
**SECONDER:** Harry Starr, Vice Chair  
**AYES:** Armour, Starr, Klausing, Rosentreter  
**ABSENT:** Blank, Kilduff, Payne

4. Letter of Endorsement on Rural Electric Convenience Cooperative for BEAD Grant  
Armour said there had been a request from the Rural Electric Convenience Cooperative in Auburn for a letter of endorsement for providing broadband in northern Macoupin County that they serve. There is no financial commitment on the part of the county and no limit for how many letters the county can sign.

Motion by Rosentreter, seconded by Klausing to recommend signing a letter of endorsement.

**RESULT:** MOTION TO RECOMMEND [UNANIMOUS]  
**MOVER:** Molly Rosentreter, Member  
**SECONDER:** Holly Klausing, Member  
**AYES:** Armour, Starr, Klausing, Rosentreter  
**ABSENT:** Blank, Kilduff, Payne

5. Solar Building Permit Ordinance  
Garrison said with recent state law changes the county either would adopt a siting permit ordinance that would require all of the same steps as the wind permit and wouldn't allow them to deny the permit without risking litigation or pass nothing and let state law dictate the rules. There was a discussion about potential fees that could be collected and whether there were some restrictions the state allows us to impose that would be better for our citizens than just letting state statute dictate. Duncan suggested having the full Board vote on whether or not to have an ordinance to finally decide what action if any should be taken.

Motion by Klausing, seconded by Rosentreter to recommend having a vote of the full Board on whether or not the county should adopt a solar permit ordinance.

LEASE AGREEMENT

THIS AGREEMENT made this 14 day of JANUARY, 2003, between COUNTY OF MACOUPIN, ILLINOIS, hereinafter referred to as "Lessor" and MACOUPIN COUNTY FAIR AND AGRICULTURAL ASSOCIATION, INC., hereinafter referred to as "Lessee",

WITNESSETH:

1. Lessor hereby leases to Lessee the premises located at Carlinville, Macoupin County, Illinois, described as follows:

The Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Sixteen (16), except that part thereof lying North and West of Hurrican Creek and containing thirty-seven (37) acres more or less; and also approximately twelve and one-half (12½) acres off the North end of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Sixteen (16), more particularly described as follows, to-wit: Beginning at the Northwest corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Sixteen (16) and running thence South along the existing right of way line of Illinois State Route 4 a distance of 442 feet to a point; thence running in an easterly direction parallel with the North line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Sixteen (16) to the East line of said quarter quarter section to a point; thence running due North a distance of 442 feet to the Northeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Sixteen (16) to a point; and running thence in a Westly direction to the point of beginning, the latter described tract being otherwise described as 442 feet of even width off the North end of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Sixteen (16), all being in Township Ten (10) North, Range Seven (7) West of the Third Principal Meridian, situated in the County of Macoupin and State of Illinois.

The term of this lease is twenty-five (25) years beginning January 1, 2003, and running through January 1, 2028.

2. The Lessee agrees to pay as rent for the said premises the sum of \$900.00 per year. Said yearly rental shall be due and payable in advance on the 1st day of January and every year

Attachment: fairboardlease (2954 : Fairground Lease with Fair Board)

during the term of the Lease, said payments to begin on January 1, 2003. However, said lease payment shall incur an increase based upon cost-of-living adjustment every five (5) years. X

3. The Lessee agrees that at the expiration of the term of this Lease it will yield up the premises to the Lessor without further notice in as good condition and repair as the same were as of the date hereof, loss by ordinary wear excepted.

4. Lessee shall pay for all utilities furnished to the leased premises.

5. The Lessor reserves the right to enter on the said premises at reasonable times to inspect the same and to perform required maintenance and repair which said Lessor may see fit to make, and the Lessee agrees to permit Lessor to do so.

6. Lessee agrees at its own expense to maintain the leased premises and the appurtenances thereto in good repair and in at least as good condition as that in which they were delivered, ordinary wear and tear, damage by fire or other casualty excepted.

7. Lessee shall procure and maintain in force during the term of this Lease, and any extension thereof, at its expense, liability insurance adequate to protect against liability for damage claims through public use of, or arising out of accidents occurring in or around, the leased premises in a minimum amount of \$2,000,000 aggregate and \$1,000,000 per occurrence, and shall name Lessor as a co-insured on said policy or policies.

Lessee agrees to indemnify Lessor from and against any and all claims, demands, causes of action, liability, damages, judgments, decrees, fines, penalties, expenses, costs and fees of whatever nature arising out of, or in any way connected with, any act or omission of Lessee regarding the leased premises, and further agrees to indemnify the Lessor for any loss suffered by the Lessor as a result of injury to person or property who or

which may enter into or upon said premises, or who or which may be injured as a result of the use of said premises by the Lessee provided such injury is not the proximate result of the negligence of contributory negligence of the Lessor or its agents or employees.

8. The Lessee shall not assign or sublease the leased premises or any part thereof or any right or privilege connected therewith or allow any other person, except Lessee's agents and employees, to occupy the said premises or any part thereof without first obtaining Lessor's written consent, but should the Lessor give its consent under this paragraph, the Lessee shall take such steps as are necessary to insure that the Lessor is named as a co-insured concerning such activities as are being consented to herein.

9. Lessee shall be allowed, at its own expense, to make alterations, improvements, amendments or additions to the leased premises upon obtaining the consent of the Lessor, however, same shall be considered the property of the Lessee upon expiration of this Lease. Lessee shall remove same within six (6) months of the termination of this Lease. Other than the mutual termination of this Lease, said alterations, improvements, amendments or additions shall immediately be considered the property of the Lessor.

10. If Lessor files an action to enforce any covenants of this Lease, or for breach of any covenant herein, Lessee agrees to pay Lessor reasonable attorney fees and court costs.

11. Lessor's waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others or of subsequent breach of the one waived.

12. This Lease and the covenants and conditions hereof apply to, and are binding on, the heirs, successors, legal representatives and assigns of the parties.

13. The parties agree that this lease is not a renewal or extension of any prior lease, and all other terms of any previous lease are hereby considered as being extinguished and are upon the signing hereof null and void and neither party is bound by any previous terms and conditions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LESSOR:

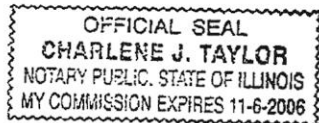
LESSEE:

*Alan Shelby J.*  
COUNTY OF MACOUPIN, ILLINOIS  
Co. Bd. Ch.

*Ronald Amett*  
MACOUPIN COUNTY FAIR AND  
AGRICULTURAL ASSOCIATION, INC.

NOTARY PUBLIC: *Charlene J. Taylor*  
CHARLENE J. TAYLOR

DATE: JANUARY 17, 2003



AMENDMENT TO LEASE

This Amendment is related to the Lease Agreement of January 14, 2003 between County of Macoupin, Illinois, hereinafter referred to as Lessor and Macoupin County Fair and Agricultural Association, Inc., hereinafter referred to as Lessee. For good and valuable consideration, the parties agree that the provision of paragraph two of said lease shall now read as a substitute for the last sentence thereof as follows:

Said lease payment shall incur an automatic increase annually of 2.5% effective January 1, 2013.

Dated this 18<sup>th</sup> day of June, 2012.

LESSOR:  
*Alexander*  
MACOUPIN COUNTY, ILLINOIS

LESSEE:  
*Mark Duggan, Pres*  
MACOUPIN COUNTY FAIR AND  
AGRICULTURAL ASSOCIATION, INC.

Attachment: fairboardlease (2954 : Fairground Lease with Fair Board)

	3% annually	2.5% annually
2003	\$900.00	\$900.00
2004	\$900.00	\$900.00
2005	\$900.00	\$900.00
2006	\$900.00	\$900.00
2007	\$900.00	\$900.00
2008	\$900.00	\$900.00
2009	\$900.00	\$900.00
2010	\$900.00	\$900.00
2011	\$900.00	\$900.00
2012	\$900.00	\$900.00
2013	\$927.00	\$922.50
2014	\$954.00	\$945.00
2015	\$981.00	\$967.50
2016	\$1,008.00	<del>\$990.00</del> pd 1/4/2016 993.43
2017	\$1,035.00	\$1,012.50
2018	\$1,062.00	\$1,035.00
2019	\$1,089.00	\$1,057.50
2020	\$1,116.00	\$1,080.00 pd 12-20 1080.00
2021	\$1,143.00	\$1,102.50
2022	\$1,170.00	\$1,125.00
2023	\$1,197.00	\$1,147.50
2024	\$1,224.00	\$1,170.00
2025	\$1,251.00	\$1,192.50
2026	\$1,278.00	\$1,215.00
2027	\$1,305.00	\$1,237.50
2028	\$1,332.00	\$1,260.00
	<b>\$27,072.00</b>	<b>\$26,460.00</b>

Attachment: fairboardlease (2954 : Fairground Lease with Fair Board)

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.

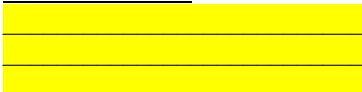
**C. Intentionally omitted.**

**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 Accommodation 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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**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)

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

Exhibit "A"

Legal Description of Property



**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.



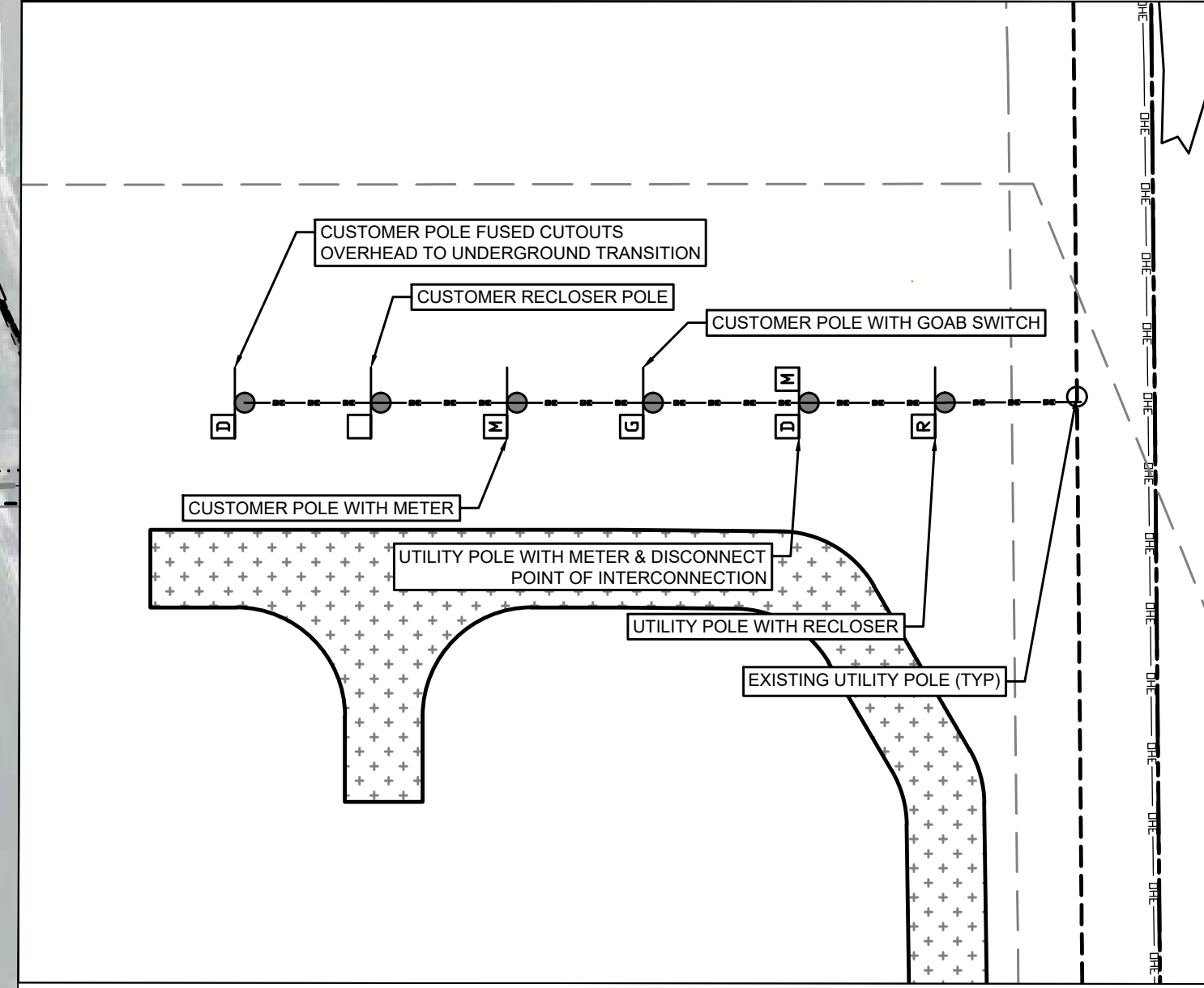
- NOTES:**
1. PV ARRAY AS SHOWN IS REPRESENTATIVE AND TO BE FINALIZED PRIOR TO CONSTRUCTION.
  2. AERIAL IMAGE MAY NOT ALIGN EXACTLY WITH SURVEY DUE TO MAP PROJECTION.
  3. ALL EXISTING ROAD LOCATIONS SHOWN ARE APPROXIMATE.
  4. EXACT PROPOSED INTERIOR ACCESS ROAD LOCATIONS ARE REPRESENTATIVE, AND TO 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**

SEAL

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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

**From:** [Julie Waghorn](#)  
**To:** [Pete Duncan](#)  
**Subject:** Request for Letter of Endorsement  
**Date:** Friday, June 28, 2024 10:20:24 AM

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You don't often get email from [julie.waghorn@recc.coop](mailto:julie.waghorn@recc.coop). [Learn why this is important](#)

Good morning Mr. Duncan,

My name is Julie Waghorn and I work for Rural Electric Convenience Cooperative in Auburn. I hope you may be able to help me, or perhaps direct me to who might.

RECC serves many members in rural Macoupin County and we are looking into the possibility of providing broadband to those members. As part of this process, we would like to acquire a letter of endorsement from Macoupin County to aid in applying for a BEAD grant to build broadband for our members in the rural community.

I reached out to Board Chairman Schmidt in May, but have received no response. Would you be able to share a contact person for this request, please? I will be happy to provide more information and answer any questions.

I appreciate and thank you for your time,

Sincerely,

*Julie Waghorn*

Member Services Liaison  
RECC  
PO Box 19  
3973 W. State Route 104  
Auburn, IL 62615  
(217) 438-6198  
[julie.waghorn@recc.coop](mailto:julie.waghorn@recc.coop)