Pivot Energy

PIVOT ENERGY
PIVOT ENERGY IL 143 LLC

Special Use Permit Application

Village of Roscoe Zoning Board of Appeals

Pivot Energy

1601 Wewatta St, Ste. 700
Denver, CO 80202





VILLAGE of ROSCOE

10631 MAIN STREET, P.O. BOX 283, ROSCOE IL 61073
PHONE: 815-623-2829 FAX: 815-623-1360 EMAIL: frontdesk@roscoeil.gov

ZONING BOARD of APPEALS APPLICATION

GENERAL INFORMATION

Applicant

Name: Pivot Energy IL 143 LLC

Address: 444 W Lake St Suite 1700. Chicago, IL 60606

Phone: [redacted] Email [redacted]

Applicant's Interest in Subject Property: Leasing from the landowner to install and operate a 3MWAC Community Solar Garden and 3MW BESS.

Owner (if different from Applicant)

Name: 12233 N Second Street, LLC

Address: 12233 North Second Street Roscoe, Illinois 61073

Phone: [redacted] Email [redacted]

SUBJECT PROPERTY

Address of Property: 42.437271, -89.014348

Current Zoning Classification of Property: CH

UT R1 R2 RR MRD RM PUD CPD CR CG CH CO IL IG IH F C P

Other _____

If a Special Use Permit has been previously issued, describe here, including date of issuance:

Legal Description of Property (attach copy of deed) or legal.
See Attached

Property Identification Number (PIN): 0428176002, 0428176003
Township: Roscoe

Is title to the subject Property held in a land trust?

[ ] Yes [✔] No Trust No. _____
If yes, full disclosure of all trustees and beneficiaries is required: (use separate sheet)

Requested Action (check as many as are applicable)

[ ] Variation
[✔] Special Use Permit
[ ] Map Amendment
[ ] Text Amendment
[ ] Zoning Appeal
[✔] Other (specify)

Describe and explain reason for requested action: (use separate sheet if necessary)
Subdivision of the planned solar field to its own parcel, and Special Use Permit for a community solar garden as a primary use on that parcel within the CH Zoning District.

Consultants
Please provide on a separate sheet the name, address, and phone number of each consultant or professional advising Applicant with respect to this Application (including without limitation, architects, engineers, surveyors, planners and attorneys)

Village Officials or Employees
Does any official or employee of the Village have an interest, either directly or indirectly, in the Subject Property? Yes[ ] No[✔]

Repeat Application
Has any other zoning application for the Subject Property been submitted to the Village and denied in the past year? Yes[ ] No[✔]
(If yes, attach a statement of the grounds justifying reconsideration.)

Required Submittals
Electronic submittals and data required under the relevant provisions of the Zoning Ordinance shall accompany this application. Must included detailed site plan.

Certifications

The Applicant and Owner certify that this Application is filed with the permission and consent of the Owner of the Subject Property and that the person signing this Application is fully authorized to do so.

The Applicant certifies that all information contained herein (including the accompanying submittals and data) is true and correct to the best of the Applicant's knowledge.

The Applicant acknowledges that the Village may seek additional information relating to this Application and agrees to provide the Village with such information in a timely manner. Failure to provide the Village with such information may be grounds for denying the application.

The Applicant agrees that the Village its representatives have the right and are hereby granted permission and a license, to enter upon the Subject Property, and into any structure located thereon, for purpose of conducting any inspection that may be necessary in connection with the Village's consideration of this Applicant.

William Becker	Margaret E. Benton
Name of Applicant	Name of Owner
William Becker (Jul 21, 2026 17:20:19 CDT)	Margaret E. Benton
Signature of Applicant	Signature of Owner
July 21, 2026	21 July 2026
Date	Date

FOR OFFICE USE ONLY

Fee _____	Date Filed _____	Legal Published _____
Receipt Number _____		Newspaper _____
Date Hearing Scheduled _____		Date Legal Posted _____

_____
Staff Signature / Date

VILLAGE of ROSCOE
10631 MAIN STREET, ROSCOE, IL 61073
PHONE: 815-623-2829 FAX: 815-623-1360 EMAIL: PERMITS@ROSCOEIL.GOV

DEVELOPER REIMBURSEMENT OF FEES AGREEMENT

Village of Roscoe Account No._____

OWNER:

Name of Property Owner: 12233 N Second Street, LLC

Owner's Address: 12233 North Second Street Roscoe, IL 61073

Cell Phone[redacted] Work Phone:_____ Email: [redacted]

PEITITONER/APPLICANT (if different than owner):

Name of Petitioner/Applicant: Pivot Energy IL 143 LLC

Applicant's Address: 444 W Lake St. Suite 1700 Chicago, IL 60606

Cell Phone:[redacted] Work Phone:_____ Email: [redacted]

LOCATION OF PROPERTY:

General Location: 42.437271, -89.014348

Total Acreage: 22.9 PIN(s): 0428176002, 0428176003

LEGAL DESCRIPTION: (Attach as Exhibit A)

A. DEPOSIT: In the event it is necessary for the Village to obtain or furnish professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, traffic or drainage experts, inspectors, plan examiners, or other consultants, in connection with any petitioner's request for the Village to consider or otherwise take action upon any annexation, zoning change, subdivision development, dedication, vacation or easements or other improvement or development upon real property, then the petitioner and owner of the property shall be jointly and severally liable for the payment of such professional fees plus a service fee for each billing by the Village to cover the Village's administrative expenses as determined by the Village Board of Trustees from time to time. At the time the petitioner requests action from the Village, he shall be required to deposit an amount with the Village as determined by the Village as amended from time to time by ordinance as an initial deposit to be credited against fees and costs incurred for the above-described services. The petitioner and owner are liable for and shall be billed for services and consultation rendered prior to the filing of an application or petition for a development proceeding.

B. INVOICES: The Village shall send the petitioner regular invoices for fees and costs that have been deducted from the fees prepaid by the petitioner, and the remaining balance of the deposit held in escrow. At all times the petitioner shall maintain a minimum balance of $5,000.00 in escrow with the Village, and no work shall be performed on any project where the amount in escrow falls below the required $5,000.00 minimum balance. Petitioner shall prepay all fees, and the $5,000.00 minimum balance shall be in addition to any fees required hereto by Village ordinance or this agreement.

C. WITHDRAWALS AND DENIALS OF PETITIONS: A petitioner who withdraws a petition may apply in writing to the Village for a refund of his initial deposit. The Village Board may, in its discretion, approve the refund less any actual fees and costs which the Village has already incurred relative to the petition. In the event the Village Board denies the approval of any or all portions of a petition, a petitioner shall remain liable for all fees and costs which the Village has incurred relative to the petition, and no refund of a deposit or deposit balance shall occur until such fees and costs have been paid.

D. PROFESSIONAL FEES: Any professional fees incurred as a direct or indirect result of the petitioner, owner or their agent requesting a professional opinion or otherwise requesting relief or assistance from the Village, whether or not related to real property, shall be reimbursed in accordance with §15-166 and §15-167 of the Village of Roscoe Code of Ordinances, in the sole discretion of the Village, a professional opinion is desired as necessary.

E. DEFAULT: Upon the failure of the petitioner or owner to reimburse the Village in accordance with §15-166 and §15-167 of the Village of Roscoe Code of Ordinances, the Village shall send notice to the petitioner or owner, by Certified Mail, return receipt requested, that the deposit is in arrears. No action or any request made by the petitioner or owner will be acted upon by the Village Board or by any other official, quasi-official or deliberative individual or body thereunder; and such request shall remain in abeyance until all outstanding fees are paid in full. Furthermore, if all outstanding fees are not paid in full and the deposit replenished pursuant to §15-166 and §15-167 of the Village of Roscoe Code of Ordinances, within seven (7) business days after the notice was mailed, the application shall be considered withdrawn by the petitioner or owner. Upon any failure to reimburse the Village in accordance with §15-166 and §15-167 of the Village of Roscoe Code of Ordinances, the Village may, in its discretion, elect to place a lien against any real property associated with the petitioner's request. Interest in the amount of 1½ percent per month shall accrue on all sums outstanding for thirty (30) days or more. Such lien shall be in an amount equal to the outstanding amount owed to the Village.

F. ASSIGNING AUTHORITY: The Village Board and the designated Village staff members are hereby authorized to assign requests for professional services to the Village staff or to consultants as the Village Board deems appropriate.

G. IN HOUSE STAFF: When any professional services, contemplated by §15-166 and §15-167 of the Village of Roscoe Code of Ordinances, are rendered by the Village staff, then in such case the party making the request shall reimburse the Village for its cost incurred in providing said professional services. Said reimbursement shall be at the rate of $30.00 per hour unless the actual amount paid by the Village to such in house staff exceeds that amount, in which case the reimbursement shall be the actual cost to the Village for providing those in house services.

H. REMEDIES: The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be construed to limit or waive the Village's right to proceed against any or all parties in a court of law of competent jurisdiction.

I. AGREEMENT: At the time the petitioner requests action from the Village, he will be required to enter into any agreement with the Village that contains the parameters of this Section.

J. REFUND: Any surplus funds in the account of the petitioner or owner after all costs are paid shall be returned after approval by the appropriate Village staff or Village Attorney, upon written request by the petitioner or owner.

K. PROFESSIONAL FEES INCURRED FOR INDIVIDUAL RESIDENTIAL PROPERTY: In the event it is necessary for the Village to obtain professional services in connection with any work proposed for or done on an individual resident's property, including, but not limited to, drainage, provision of utilities or other public services, landscaping or structural issues, the owner of the property shall be liable for the payment of such professional fees plus a service fee for each billing by the Village to cover the Village's administrative expenses as determined by the Village Board from time to time. Said professional fees shall include, but are not limited to, the costs of any consultation, review of drawings, field inspections and travel expenses. The applicable provisions of §15-166 and §15-167 of the Village of Roscoe Code of Ordinances also apply.

L. HIGHER DEPOSIT: Notwithstanding any provisions of §15-166 and §15-167 of the Village of Roscoe Code of Ordinances, the Village, through its Village Board, may require a higher deposit and a Reimbursement of Fees Agreement containing additional requirements of the petitioner for development proceedings or reviews after taking into account the following factors: i) the scope of the development; ii) the acreage of the development; and iii) the anticipated expense of professional consultants including, but not limited to, engineers, land planners and attorneys, reasonably necessary to review the proposed development request. In addition, the Village, through its Village Board or Attorney, may negotiate other items relative to the review or development proceeding including, but not limited to, the use of specific consultants and/or attorneys, rates and budgets.

By signing this Agreement, the petitioner and/or owner acknowledge that each of them has read the foregoing paragraphs, and each of them fully understands and agrees to comply with the terms set forth herein. Further, by signing below, each signatory warrants that he/she/it possesses full authority to so sign in the capacities represented to the Village.

The owner and/or petitioner agree that the owner and applicant shall be jointly and severally liable for the payment of fees referred to in applicable sections of the Code of Ordinances of the Village of Roscoe, and as referred to hereinabove.

William Becker (Jul 21, 2026 17:20:35 CDT)	July 21, 2026
Petitioner/Applicant	Date
Petitioner/Applicant	Date
Margaret E Baxter	21 July 2026
Owner	Date
Owner	Date

FB

Pivot Legal Review

Pivot Energy

July 20, 2026

Zoning Board of Appeals
Village of Roscoe
10631 Main Street
Roscoe, IL 61073

RE: Pivot Energy IL 143 LLC: Request for Special Use Permit

Dear Village of Roscoe Zoning Board of Appeals,

Thank you for providing the opportunity to apply for a Special Use Permit with the Village of Roscoe. We appreciate your guidance through this permitting process. The following letter will provide a summary of our proposed community solar garden, Pivot Energy IL 143 LLC (Project), followed by various documentation required by the Village of Roscoe Ordinance No. 2023-11.

Pivot Energy is excited to bring renewable energy to the Village of Roscoe and the surrounding communities. As of September 15, 2021, The State of Illinois has aggressively committed to a Renewable Portfolio Standard of 50% by 2025, by passing The Clean Energy Jobs Act (Public Act 102-0662). The legislation further expanded the existing community solar garden program, in which utility customers can subscribe to a community solar garden in their utility territory in exchange for a credit on their bills.

Pivot Energy is developing community solar projects across Illinois. This location was chosen due to its proximity to ComEd's electrical infrastructure, both substations and distribution grid, its flat and manageable land, a willing landowner, and access to the sun (ample without shading obstructions).

The proposed Project is a roughly 3-megawatt (MW AC) ground-mounted community solar garden, and a 3-megawatt battery energy storage system (BESS) that will deliver clean energy to the local electrical grid. The Project site will occupy approximately 22.9 acres of leased land owned by 12233 North Second Street LLC and is located just north of 12233 North Second St (Site).

Pivot has received the interconnection agreement from ComEd and is in the process of executing it. Our array will have approximately 12,000 solar panel modules mounted on single-axis trackers. The solar panels will be facing east in the morning, flat at noon, and be facing west in the afternoon. They follow the path of the sun, to maximize their efficiency.

We look forward to working with the Village of Roscoe Staff to make this Project a success. If you have any questions, please do not hesitate to contact me at (888) 734-3033, or by email at bbecker@pivotenergy.net.

Sincerely,

William "Buzz" Becker
Sr. Director of Development
Pivot Energy

Pivot Energy

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I. Special Use Permit Application

1. Community Solar Garden Summary

Pivot Energy IL 143 LLC (Project and Applicant), an entity wholly owned by Pivot Energy (Pivot), is proposing the development and operation of a Community Solar Garden in the Village of Roscoe, Winnebago County, Illinois. The proposed Project will be a 5.97 Megawatts DC (MW DC) / 2.988 Megawatts AC (MW AC) single-axis tracker ground mount solar photovoltaic array, thus qualifying as a Community Solar Garden under the Village of Roscoe ordinance 2023-11. The estimated amount of electricity generated from the system will contribute to Illinois's renewable energy goals and will benefit local energy consumers. The estimated generating capacity of the system will be approximately 7,515 megawatt hours per year (MWh/year), equivalent to powering approximately 1,136 residential homes. The Project will abide by the regulations required by the Village of Roscoe Ordinance No. 2023-11.

The proposed Project is located on North Second St, south of McCurry Rd, on parcels known as 0428176002 and 0428176003. The parcels are zoned as Commercial Hwy (CH) and are currently used as agricultural land, planted with soybean crop. Development of community-scale solar systems is allowed as a Special Use in the CH district, subject to the requirements of the solar energy systems ordinance 2023-11. A site plan of the proposed Project is depicted below in Photo 1, and is included as **Exhibit B**.

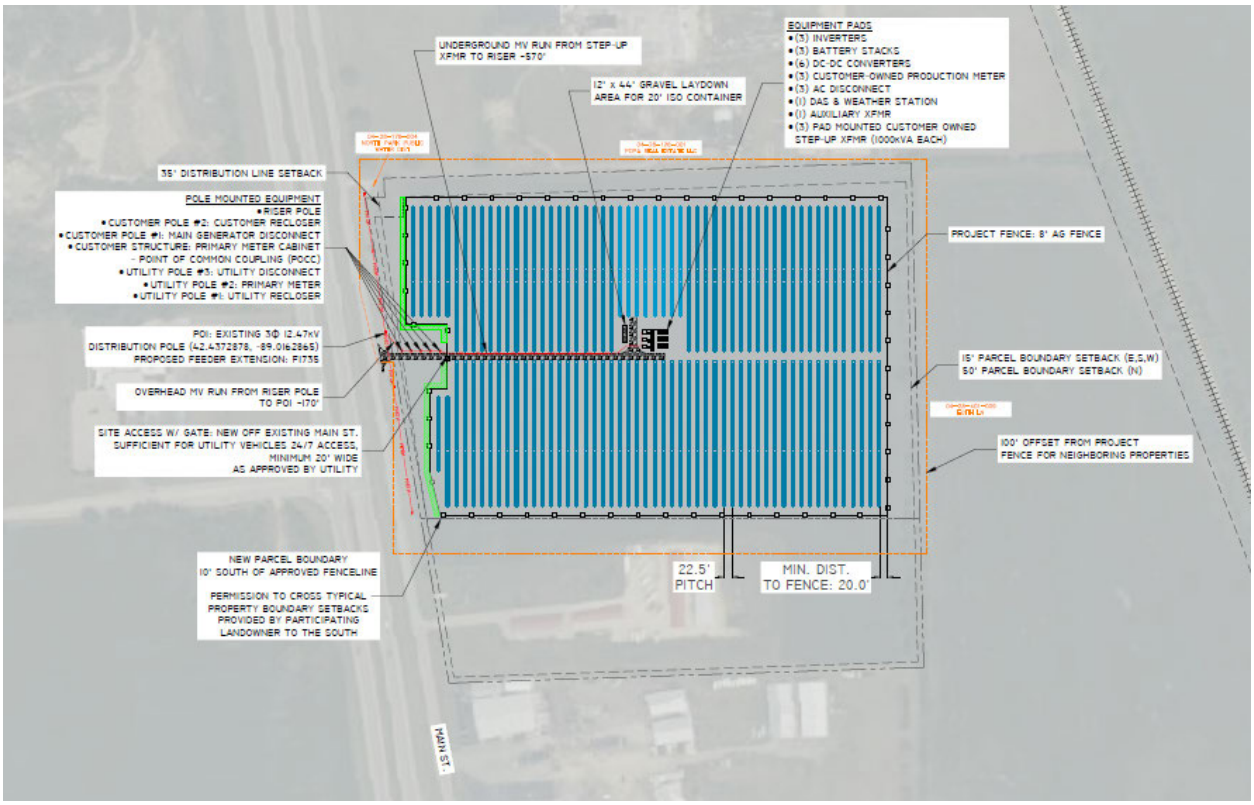


Photo 1. Pivot Energy IL 143 LLC Site Plan.

The solar array will operate every day during daylight hours. The equipment moves imperceptibly slowly throughout the day, quietly following the sun across the sky to maximize energy yield. There is no meaningful

sound, smell, noise, pollution, emission, or other negative external impacts attributable to the solar array's operation. There will be approximately 12,000 solar panels affixed to the single-axis tracker racking system. The design and construction of the solar farm will meet standards and guidelines as provided by the nationally accepted electric code.

2. Ground Mount Garden Sizing

The solar farm components will occupy a 23-acre portion (within the Project fence) of the approximately 40.3-acre parcels. Access to the Site will be off N Second St with a minimum 16' gravel access road. The proposed Project is a roughly 3-megawatt (MW AC) ground-mounted community solar garden and battery energy storage system (BESS) that will deliver clean energy to the local electrical grid. This Project qualifies as a Community Solar Garden, as it is less than 5 MW AC.

3. Interconnection

The Project proposes underground electrical lines to the extent possible that will interconnect into the existing ComEd utility poles located along the same side of N Second St. Pivot has received the interconnection agreement from ComEd and is in the process of executing it.

4. Dimensional Standards

The parcel is zoned as Commercial Hwy (CH) and used as agricultural land. A solar facility is allowed as special use in this zoning district. The solar array Project boundary will meet or exceed all setback requirements for the CH zoning district. The Project is setback at least 15 feet from front yard boundary, 50 feet from the nonparticipating neighbors to the north and east, and 10 feet from the participating landowner to the south. The solar array fencing components will begin at those setback distances and will encompass all Project infrastructure, including the solar array, equipment pad, transformer, batteries, and switchgear.

At full tilt, the modules atop the single-axis tracking racking would not exceed 14' at their highest point. At noon, when parallel with grade, the modules atop the racking will be at approximately 5-6' in height. The driven pile foundation will be determined based on further geotechnical review and soil-boring testing. Other electrical equipment, such as the utility meter, transformer, batteries, and switchgear, will not exceed 12' in height and will be placed upon a concrete equipment pad next to the access road, inside the Project fencing.

5. Other Standards

The Project will follow all applicable industry standards as well as state and national construction codes, including the American National Standards Institute Code, as amended from time to time. Additionally, all building materials shall comply with recognized industry standards. This Project will comply with all local, state, and federal laws and regulations.

The Applicant has entered into an Agricultural Impact Mitigation Agreement (AIMA) with the Illinois Department of Agriculture and will abide by the listed conditions. The AIMA is included as **Exhibit E**.

6. Lot Coverage

Upon construction completion, Pivot Energy will seed the Site with native grass seed mix approved by the Village and/or the local jurisdiction. The use of native vegetation and/or pollinator-friendly seed mixes supports the habitat of bees, butterflies, wasps, flies, beetles, and other pollinator species needed for agriculture. The seed mix chosen will be native and local to the Illinois environment, which naturally allows the Site to be resilient to droughts and intense downpours. Native grasses and deep roots absorb run-off and are designed to better manage stormwater runoff than turf grass. Additionally, planting diverse mixes of native plants will prevent soil and nutrients from washing away, improve water quality, and prevent soil loss.

II. Submittal Requirements

1. Site Plan – Existing Conditions

a. Existing property lines, including those within one hundred feet from the Project including the names of adjacent property owners and the current use of the property are depicted on the site plan included as **Exhibit B.**

b. The Project abides by all front, side and ready yard-setbacks for the CH Zoning District. Recorded easements are depicted on the ALTA Survey provided in **Exhibit C.**

c. Existing public and private roads and associated easements are depicted on the ALTA included as **Exhibit C.**

d. Existing buildings and impervious surfaces are depicted on the ALTA included as **Exhibit C.**

e. A contour map showing topography at two-foot intervals is depicted on the ALTA Survey provided in **Exhibit C**.

f. This site is currently 100% soybean crop.

g. There are no delineated wetlands within the project area.

h. There are no significant surface water drainage patterns on site. Existing site topography informs that water naturally drains to the west. The ALTA is provided in **Exhibit C**.

i. A drain tile survey was conducted and found no drain tiles within our Project area. These results are included as **Exhibit F**.

2. Site Plan – Proposed Conditions

a. The location and spacing of the solar panels are depicted on the site plan included as **Exhibit B**.

b. Site access will be off N Second St with a minimum 16' wide gravel access road. This is depicted on the site plan included as **Exhibit B**.

c. All wiring running between the Project array will be buried to the greatest extent possible, in accordance with the AIMA. If the power lines are not able to be fully buried, a Solar Cable Management System will be utilized. The Project will interconnect to existing ComEd infrastructure along N Second St.

d. The Project will interconnect to the existing ComEd distribution lines along N Second St. One disconnect pole, one primary meter pole, one recloser pole, and one guy pole will be installed along the access road of the site to the point of interconnection.

e. To minimize the visual impacts of the Project, the Applicant proposes visual screening to provide an additional buffer on the western side of the project, along N Second St. This proposed screening will be certified by an Illinois Registered Landscape Architect. All screening will be maintained by the Applicant for the life of the Project and replaced, as needed.

3. Fencing and weed/grass control

a. Upon construction completion, the Applicant will seed the Site with native grass seed mix approved by the Village of Roscoe. The use of native vegetation and/or pollinator-friendly seed mixes supports the habitat for bees, butterflies, wasps, flies, beetles, and other pollinator species needed for agriculture. The seed mix chosen will be native and local to the Illinois environment, which naturally allows the Site to be resilient to droughts and intense downpours. Native grasses and deep roots are more efficient than turf grass at absorbing run-off, and are designed to better manage stormwater runoff. Additionally, planting diverse mixes of native plants will prevent soil and nutrients from washing away, improve water quality, and prevent soil loss.

b. The applicant shall submit an acceptable weed control plan. The Preliminary Vegetation Management Plan demonstrates consistency with the goals of the Pollinator-Friendly Solar Site Act and AIMA, detailing the type of vegetation ground cover to be planted, established, and maintained for the life of the Project. It also includes details adhering to the IDNR guidelines and the guidelines for short and long-term vegetation and property management practices. These practices provide and maintain native and non-invasive naturalized perennial vegetation to protect the health and well-being of pollinators. A Preliminary Vegetation Management Plan that follows guidelines for vegetation management plans established by IDNR is included as **Exhibit G.**



Photo 2. Habitat-enhancing pollinator seeding is proposed beneath solar panels and evergreen screening.

c. Typically, Pivot uses an 8-foot, agricultural-style, mesh-wire, game fence; we acknowledge that Roscoe's zoning ordinance requires a chain-link fence. Consequently, the applicant is requesting a waiver of this requirement to allow installation of our standard 8-foot game fence. The Applicant prefers an agricultural-style game fence over a chain link as it blends in with agricultural communities better and allows for smaller mammals to freely roam the site without obstruction. As depicted below in Photo 3, this 8-foot fence will completely surround the perimeter of the solar equipment components and will be outfitted with high-voltage warning signs. For secure emergency access, Knox boxes and keys will be provided at the entrance for emergency personnel. Comprehensive signage featuring emergency contact information will be prominently affixed to the project fence during construction and maintained throughout the operational lifespan of the facility. All fencing and signage will be fully compliant with NESC, ANSI Z535 Safety Sign Standards, and OSHA regulations.



Photo 3. Depiction of the difference between agricultural style fencing (left) and chain link (right).

d. The Applicant shall maintain the fence and adhere to the weed/grass control plan or be subject to a fine of $500/week until addressed.

4. Decommissioning Plan

After the operational life of the facility is over, the Applicant will decommission the facility and restore the land to its original condition. Pivot is bound by the lease and its termination provisions, which require all improvements and personal property from the Project to be removed and to restore the property to similar existing conditions at the time of the lease's effective date. This will involve the safe removal of all structural steel and aluminum, conductors, modules, inverters, transformers, concrete and fencing. Any future uses would be able to proceed as if the solar array had never been built. If the Project ceases operations for 12 months, decommissioning may commence.

The Decommissioning Plan completed by a third party, an Illinois Licensed Professional Engineer, is included as **Exhibit H**. The cost estimate for decommissioning the Project, including salvage value, is $259,702.83. The Applicant has entered into an Agricultural Impact Mitigation Agreement (AIMA) with the Illinois Department of Agriculture and will adhere to updating the cost at intervals prescribed in the AIMA. The AIMA

is included as **Exhibit E**. These agreements are binding upon the owner or operator and any of their successors, assigns, or heirs.

The Project's initial interconnect agreements and other agreements with the utility are for 20 years. At the end of the 20-year contract, if no extensions are pursued, the Project will be decommissioned.

Prior to decommissioning, proper erosion and sediment controls will be put in place. The solar modules will be removed, placed on palettes, and sold on a second-hand market. The solar panels are simple and will have useful life beyond 30 years. That said, the solar industry plans to repurpose older solar modules for charitable solar projects, projects in developing countries, or other projects what can benefit from these useful products.

The racking systems used to attach the solar modules and the perimeter fence are comprised of steel and aluminum. There are also copper and aluminum conductors throughout the Site that also have generic salvage value. These raw materials will be removed and recycled. These raw materials have inherent salvage value which serves as a financial benefit to the decommissioning process.

Within 6 months of the start of decommissioning, all solar collectors and components, aboveground improvements, and storage containers will be removed. Foundations, pads, and underground electrical wires shall be removed to a depth of four feet below ground surface. Solar modules and valuable raw material will have inherent salvage value and will be recycled and/or sold accordingly. The remaining equipment will be removed from Site and disposed of per applicable disposal standards of the respective material and authority having jurisdiction in the area.

The Site will be smoothed out and reseeded with a locally approved seed mix after the equipment removal has occurred. In some cases, the landowner requests the Site is not be reseeded, but rather left open, so they may plant a desired agricultural use at that time (ex: farmer may prefer to plant corn instead of a native seed mix). Removal of all equipment and revegetation of the Site will be completed after the end of the Project life.

5. Compliance with Additional Regulations

This Project will comply with all applicable local, state, and federal laws and regulations.

7. Liability Insurance

The Applicant shall maintain a current general comprehensive liability policy and automobile liability policy, including coverage for bodily injury, death and illness, and property damage with limits up to two million dollars per occurrence and five million in aggregate. The insurance certificates will be provided prior to the issuance of the building permit. The Applicant will comply with the general liability insurance requirements in the Village of Roscoe Solar Ordinance.

III. Additional Site Diligence

1. IDNR EcoCat

On June 11, 2026, the Project received its Natural Resource Review Results from the Illinois Department of Natural Resources (IDNR) via the EcoCAT platform. These results concluded that “adverse effects are unlikely. Therefore, consultation under 17 III. Adm. Code Part 1075 is terminated”. A copy of these review results can be found in **Exhibit I.**

2. Protected Lands

The Applicant’s proposed location avoids impacts to protected lands, woodlands, savannas, wetlands, or floodplains. The State Historic Preservation Office (SHPO) was contacted on April 8, 2026, to review the Site for any significant historic, architectural, or archeological resources. In the SHPO’s May 5, 2026, response they determined that there were no significant resources documented within the Site and that the Project is exempt. This correspondence is included in **Exhibit I.**

IV. Subdivision

To facilitate the permitting of the proposed community solar garden within the Commercial Highway (CH) zoning district, the applicant is also requesting a subdivision of the parcel. Specifically, the mini-storage facility located directly south of the existing parcel will be subdivided into a separate legal lot. A formal assessors plat, along with the revised legal descriptions for the reconfigured parcels, is attached for review as **Exhibit D**.

Pivot Energy

EXHIBIT A: LEASE AGREEMENT AND DEED

ERECORDING
2024014529
Filed for Record in
WINNEBAGO COUNTY IL
LORI GUMMOW, CLERK & RECORDER
06/27/2024 10:25:34 AM
LEASE Pages: 10
RECORDING FEE 36.00
RHSP FEE 18.00

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO;
Prepared By
Pivot Energy Inc.
Attention: Title Department
1601 Wewatta Street, Suite 700
Denver, CO 80202

(Space above this line for Recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of May 6, 2024, by and between 12233 NORTH SECOND STREET, LLC, an Illinois limited liability company, whose residence/mailing address is 10829 Chicory Ridge Way, Roscoe, IL 61073 ("**Owner**"), and Pivot Energy Development LLC, a Colorado limited liability company, whose address is 1601 Wewatta Street, Suite 700, Denver, CO 80202 ("**Company**") (Owner and Company the "Parties" and each a "Party"), and provides as follows:

This Memorandum of Lease provides notice of the Solar Lease Agreement dated May 6, 2024, (the "***Lease***") in which Company will construct, operate and maintain a solar facility (the "**Project**").

LESSOR/OWNER:	12233 NORTH SECOND STREET LLC
LESSEE/COMPANY:	Pivot Energy Development LLC
DESCRIPTION OF PROPERTY:	Company is leasing a portion of the Owner's Land, as more particularly described in the attached Exhibit A ("**Leased Area**") as well as in and to any easements, rights-of-way, and other rights and benefits relating or appurtenant to the Land (collectively "**Property**"). The Lease also restricts certain uses of and grants certain interests in and to the Property. For Owner's title to the Land, reference is herein made to a deed dated 07/26/2013 and recorded at the Winnebago County Registry of Deeds as Instrument Number 20131029959.
LEASE COMMENCEMENT DATE:	as of 5/6/2024 (the "**Effective Date**").

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO;
Prepared By
Pivot Energy Inc.
Attention: Title Department
1601 Wewatta Street, Suite 700
Denver, CO 80202

(Space above this line for Recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of May 6, 2024, by and between 12233 NORTH SECOND STREET, LLC, an Illinois limited liability company, whose residence/mailing address is 10829 Chicory Ridge Way, Roscoe, IL 61073 ("**Owner**"), and Pivot Energy Development LLC, a Colorado limited liability company, whose address is 1601 Wewatta Street, Suite 700, Denver, CO 80202 ("**Company**") (Owner and Company the "Parties" and each a "Party"), and provides as follows:

This Memorandum of Lease provides notice of the Solar Lease Agreement dated May 6, 2024, (the "***Lease***") in which Company will construct, operate and maintain a solar facility (the "**Project**").

LESSOR/OWNER:	12233 NORTH SECOND STREET LLC
LESSEE/COMPANY:	Pivot Energy Development LLC
DESCRIPTION OF PROPERTY:	Company is leasing a portion of the Owner's Land, as more particularly described in the attached Exhibit A ("**Leased Area**") as well as in and to any easements, rights-of-way, and other rights and benefits relating or appurtenant to the Land (collectively "**Property**"). The Lease also restricts certain uses of and grants certain interests in and to the Property. For Owner's title to the Land, reference is herein made to a deed dated 07/26/2013 and recorded at the Winnebago County Registry of Deeds as Instrument Number 20131029959.
LEASE COMMENCEMENT DATE:	as of 5/6/2024 (the "**Effective Date**").

TERM OF LEASE:

The Term of the Lease consists of a Development Term and Operations Term.

The Development Term is five (5) years from the Effective Date.

The Operations Term starts on the earlier of: (a) Company's notice to Owner of the start of the Operations Term; (b) the date that is twelve (12) months after the date of the start of construction of the Project as set forth in a notice from Company to Owner; or, (c) the commercial operations date of the Project and continuing thereafter until the date that is twenty-one (21) years after this date subject to extensions as detailed below.

RIGHTS OF EXTENSION:

Company has the option to extend the Operation Term of the Lease for two (2) additional and successive ten-year terms, as provided in the Lease.

NO FIXTURE:

The Project, as defined in the Lease, installed and operated by Company at the Property shall not be deemed a fixture. The Project is Company's personal property and Owner has no right, title or interest in the Project. Further, Owner has waived all right of levy for rent, all claims and demands against the Project and all rights it may have to place a lien on the Project.

EASEMENTS:

Company has acquired the following Easements. The term of the Easements is co-extensive with the term of the Lease. The Easements are more particularly described in Exhibit B attached hereto.

(i) A non-exclusive right of pedestrian, vehicular and equipment access to the Project across the Land or through Owner's remaining property at all times, which is necessary or convenient for ingress and egress to the Project;

(ii) an exclusive right on Owner's Land and Owner's adjacent property to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Utility electrical distribution system, the location of which the Utility will determine before the Commercial Operations Date;

(iii) a negative solar easement, upon which Owner shall not construct buildings or structures, or plant new trees or vegetation of any type, or allow any trees or other vegetation on the Property which now or hereafter, in Company's reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with sunlight access to the Project and/or interfere with Company's exercise of its rights hereunder (the "**Solar Easement**"). Company may

(but shall not be obligated to) remove, at Owner's cost, any vegetation, buildings or other structures which violate this easement. Notwithstanding anything herein to the contrary, Owner shall reimburse Company for removal costs as an abatement of Rent. The Solar Easement is measured at angles of three hundred sixty (360) degrees horizontally and three hundred sixty (360) degrees vertically from the boundaries of the Land; and

(iv) a non-exclusive easement to be located at a mutually acceptable location on the Land for temporary (A) storage and staging of tools, materials and equipment, (B) construction laydown, (C) parking of construction crew vehicles and temporary construction trailers, and (D) placement and use of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Project.

All Easements shall burden the Property and shall run with the land for the benefit of Company, its successors and assigns (including any permitted assignees of Company's rights under the Lease), and their respective agents, contractors, subcontractors and licensees.

The Parties have executed and recorded this Memorandum of Lease for the purpose of giving record notice of the Lease, of the exclusive easements, leases, and rights it grants, and of certain restrictions it imposes. The Agreement runs with the Property and includes a quiet enjoyment clause. All of the conditions, covenants, and terms regarding the Lease are more particularly set forth in the Lease, which is incorporated by this reference. In the event of any conflict between the conditions and terms set forth in this Memorandum of Lease and the conditions and terms set forth in the Lease, the conditions and terms of the Lease will control and govern.

SIGNATURE PAGES FOLLOW

OWNER SIGNATURE PAGE TO
MEMORANDUM OF LEASE

IN WITNESS WHEREOF, the Parties have executed this MEMORANDUM OF LEASE as of the date set forth above.

OWNER

12233 NORTH SECOND STREET LLC,
an Illinois limited liability company

By: Margaret E Benton
Name: Margaret E. Benton
Its: Member

STATE OF Illinois)
)ss.
COUNTY OF Winnebago)

On May 3 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Margaret E Benton personally known to me (or 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 within instrument.

WITNESS my hand and official seal.

Notary Public
Commission Expires:

OFFICIAL SEAL
J SEMPLE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/29/2026

ACKNOWLEDGED AND CONSENTED TO BY:

ROBERT NOWICKI

STATE OF Illinois)
)ss.
COUNTY OF Winnebago)

On May 3 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Nowicki personally known to me (or 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 within instrument.

WITNESS my hand and official seal.

Notary Public
Commission Expires:

OFFICIAL SEAL
J SEMPLE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/29/2026

COMPANY SIGNATURE PAGE TO
MEMORANDUM OF LEASE

IN WITNESS WHEREOF, the Parties have executed this MEMORANDUM OF LEASE as of the date set forth above.

COMPANY

Pivot Energy Development LLC

By: _____
Name: Tom Hunt
Title: Authorized Representative

ACKNOWLEDGEMENT

STATE OF Colorado)
)ss.
COUNTY OF Denver)

On May 6, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Hunt, personally known to me (or 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 within instrument.

WITNESS my hand and official seal.

_____
Notary Public
Commission Expires: 2/27/2028

NATALIE JANINE LEWIS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20244008418
MY COMMISSION EXPIRES FEB 27, 2028

EXHIBIT A TO
MEMORANDUM OF LEASE

DESCRIPTION OF THE LAND

OWNER'S LAND:

THAT CERTAIN REAL PROPERTY LOCATED IN WINNEBAGO COUNTY, ILLINOIS, DESCRIBED AS:

Parcel	Total Parcel Acreage
0428176002	33.96
0428176003	6.38

For Owner's title to the Land, reference is herein made to a deed dated 07/26/2013 and recorded at the Winnebago County Registry of Deeds as Instrument Number 20131029959.

LEASED AREA:



Description: PART OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4), THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4), AND THE NORTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 28. TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WINNEBAGO COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 4 IN ROSCOE INDUSTRIAL PARK; THENCE NORTH 00 DEGREES 32 MINUTES 46 SECONDS WEST, 400.07 FEET TO THE SOUTH LINE OF SAID SECTION 28 AND THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 51 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 28, 1237.21 FEET TO THE WEST LINE OF ILLINOIS ROUTE 251; THENCE NORTH 09 DEGREES 04 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF ILLINOIS ROUTE 251, 1339.56 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 32 SECONDS EAST, 1435.78 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 47 SECONDS EAST, 1326.82 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING PARCEL CONVEYED TO NORTH PARK PUBLIC WATER DISTRICT IN DEED RECORDED AS DOCUMENT NO. 02-78653, DESCRIBED AS FOLLOWS:

PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 28, TOWNSHIP 46 NORTH, RANGE 2 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WINNEBAGO COUNTY, ILLINOIS DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF LOT 4 AS DESIGNATED UPON THE PLAT OF ROSCOE INDUSTRIAL PARK, BEING A SUBDIVISION IN PART OF THE WEST HALF OF SECTION 28, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 36 OF PLATS ON PAGE 115 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; THENCE NORTH O DEGREES 33 MINUTES 10 SECONDS EAST, 400.03 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 88 DEGREES 51 MINUTES 26 SECONDS WEST ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1239.39 FEET TO THE EASTERLY LINE OF THE PREMISES CONVEYED BY WARNER ELECTRIC BRAKE AND CLUTCH COMPANY TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION OF RIGHT-OF-WAY DATED NOVEMBER 21, 1955 AND RECORDED IN BOOK 1035 OF DEEDS ON PAGE 91 IN SAID RECORDER'S OFFICE; THENCE NORTH 08 DEGREES 36 MINUTES 32 SECONDS WEST ON SAID EASTERLY LINE, A DISTANCE OF 128.73 FEET; THENCE NORTH 09 DEGREES 04 MINUTES 14 SECONDS WEST ON SAID EASTERLY LINE A DISTANCE OF 1204.07 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND, SAID POINT BEING 80 RODS SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE NORTH 89 DEGREES 02 MINUTES 45 SECONDS EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 15 SECONDS EAST, A DISTANCE OF

50.00 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 45 SECONDS WEST, A DISTANCE OF 49.87 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ROUTE 251; THENCE NORTH 09 DEGREES 04 MINUTES 14 SECONDS WEST ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.51 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY ALSO DESCRIBED AS FOLLOWS: PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 46 NORTH, RANGE 2 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WINNEBAGO COUNTY, ILLINOIS DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF LOT 9 AS DESIGNATED UPON THE PLAT OF ROSCOE INDUSTRIAL PARK PLAT 2, BEING A SUBDMSION IN PART OF THE WEST HALF OF SECTION 28, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 49 OF PLATS ON PAGE 29B IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; THENCE NORTH 01 DEGREES 18 MINUTES 03 SECONDS WEST 400.03 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION

28 AND THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 06 MINUTES 37 SECONDS WEST ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1239.39 FEET TO THE EASTERLY LINE OF THE PREMISES CONVEYED BY WARNER ELECTRIC BRAKE AND CLUTCH COMPNAY TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION OF RIGHT-OF-WAY DATED NOVEMBER 21, 1955 AND RECORDED IN BOOK 1035 OF DEEDS ON PAGE 91 IN SAID RECORDER'S OFFICE; THENCE NORTH 09 DEGREES 21 MINUTES 11 SECONDS WEST ON SAID EASTERLY LINE, A DISTANCE OF 128.73 FEET; THENCE NORTH 09 DEGREES 48 MINUTES 53 SECONDS WEST ON SAID EASTERLY LINE A DISTANCE OF 1154.06 FEET; THENCE NORTH 88 DEGREES 53 MINUTES 04 SECONDS EAST, A DISTANCE OF

49.87 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 27 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A LINE WHICH IS 80 RODS SOUTH OF THE NORTH LINE OF SAID NORTHWEST ¼; THENCE NORTH 88 DEGREES 17 MINUTES 41 SECONDS EAST, A DISTANCE OF 1376.30 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 40 SECONDS EAST, A DISTANCE OF 1315.63 FEET TO THE POINT OF BEGINNING.

ADDRESS: 12233 North Second Street, Roscoe, Illinois

EXHIBIT B TO
MEMORANDUM OF LEASE

DESCRIPTION OF THE EASEMENTS

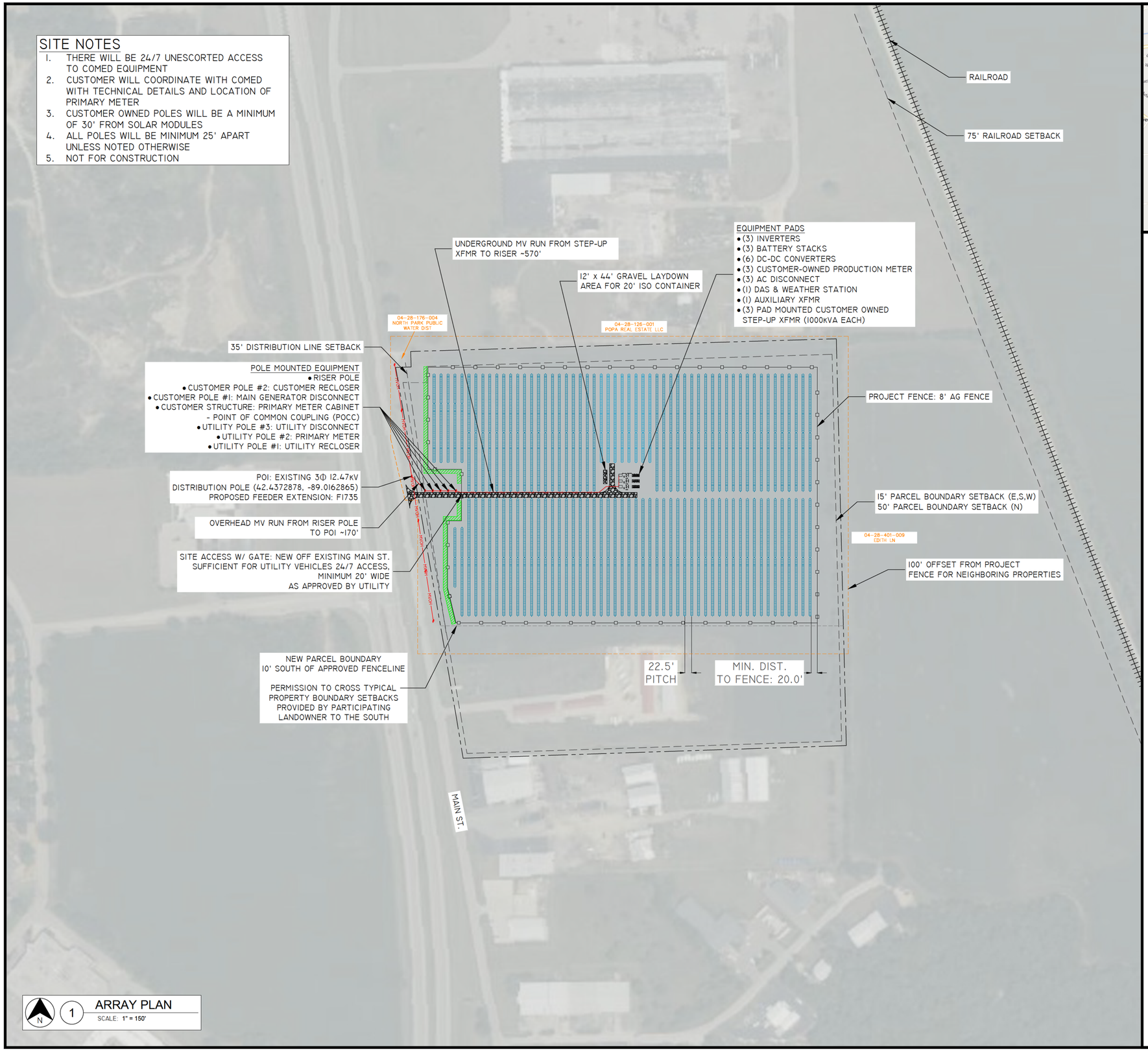
EASEMENTS:

[Insert Legal Description]

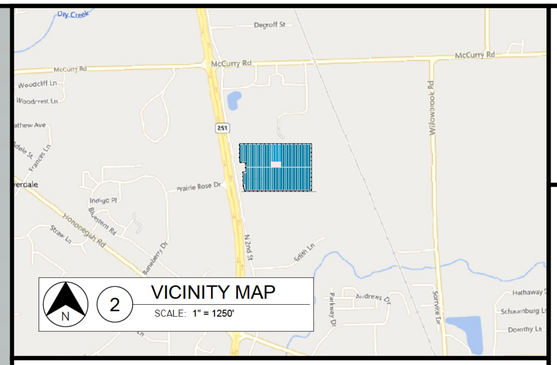
EXHIBIT B: SITE PLAN

SITE NOTES

1. THERE WILL BE 24/7 UNESCORTED ACCESS TO COMED EQUIPMENT
2. CUSTOMER WILL COORDINATE WITH COMED WITH TECHNICAL DETAILS AND LOCATION OF PRIMARY METER
3. CUSTOMER OWNED POLES WILL BE A MINIMUM OF 30' FROM SOLAR MODULES
4. ALL POLES WILL BE MINIMUM 25' APART UNLESS NOTED OTHERWISE
5. NOT FOR CONSTRUCTION



N 1 ARRAY PLAN
SCALE: 1" = 150'



N 2 VICINITY MAP
SCALE: 1" = 1250'

SYSTEM SPECIFICATIONS

- SYSTEM SIZE: 5974.00kW$_{DC}$ / 2988kW$_{AC}$
- BESS PLATFORM: (3) LG-JF24HRDC-LINK
  - BESS NAMEPLATE CAPACITY: 15330kWH
  - BESS DISCHARGE POWER CAPACITY: 2988kW
- PV MODULE: (10300) SILFAB SIL-580 XM+ 580W
- PV RACKING: (4) ATI DURATRACK SINGLE-AXIS TRACKER
- INVERTER: (3) EPC CAB1000/AC-3L.2-600V 1200kW
  - INVERTER POWER CURTAILED TO 996kW
  - POWER FACTOR: 1.0
- GROUND COVERAGE RATIO: 0.33
- FENCED AREA: 22.9ACRES

SITE SPECIFICATIONS

- PARCEL ID: 0428176002, 0428176003
- ZONING SETBACKS: ASSUMED 50' FROM PARCEL BOUNDARY
- UTILITY: COMED
  - INTERCONNECTION SERVICE VOLTAGE: 12.47kV
- ASHRAE 2% AVG HIGH TEMP: 32.7°C
- ASHRAE EXTREME LOW TEMP: -25.3°C
- EPC TO DETERMINE DC COMBINER USAGE AND LOCATIONS

LEGEND

- ACCESS ROAD
- AREA OF INTEREST
- HIGH VOLTAGE OVERHEAD ELECTRICAL LINES
- MEDIUM VOLTAGE OVERHEAD ELECTRICAL LINES
- MEDIUM VOLTAGE UNDERGROUND ELECTRICAL LINES
- LOW VOLTAGE ELECTRICAL LINES
- FENCELINE
- PARCEL BOUNDARY
- FIRE ACCESSWAYS
- FLOOD PLAIN
- OBSTRUCTIONS
- SETBACKS
- TREE REMOVAL
- VEGETATIVE BUFFER
- WETLAND AREA

REV	DRWN	DATE	DESCRIPTION
3	NGS	2026.07.09	CUP DESIGN UPDATES
2	NGS	2026.05.28	EQUIPMENT UPDATE. ADDING VEGETATIVE BUFFER.
1	NGS	2025.10.20	INCORPORATING BESS
0	JCL	2025.06.20	PRELIMINARY DESIGN

THIS DOCUMENT IS THE PROPERTY OF PIVOT ENERGY; THE INFORMATION CONTAINED IN THIS DOCUMENT SHALL NOT BE REPRODUCED OR DISCLOSED TO OTHERS WITHOUT THE WRITTEN CONSENT OF PIVOT ENERGY.

Pivot Energy
1601 WEWATTA ST, SUITE 700
DENVER, CO 80202
888-734-3033

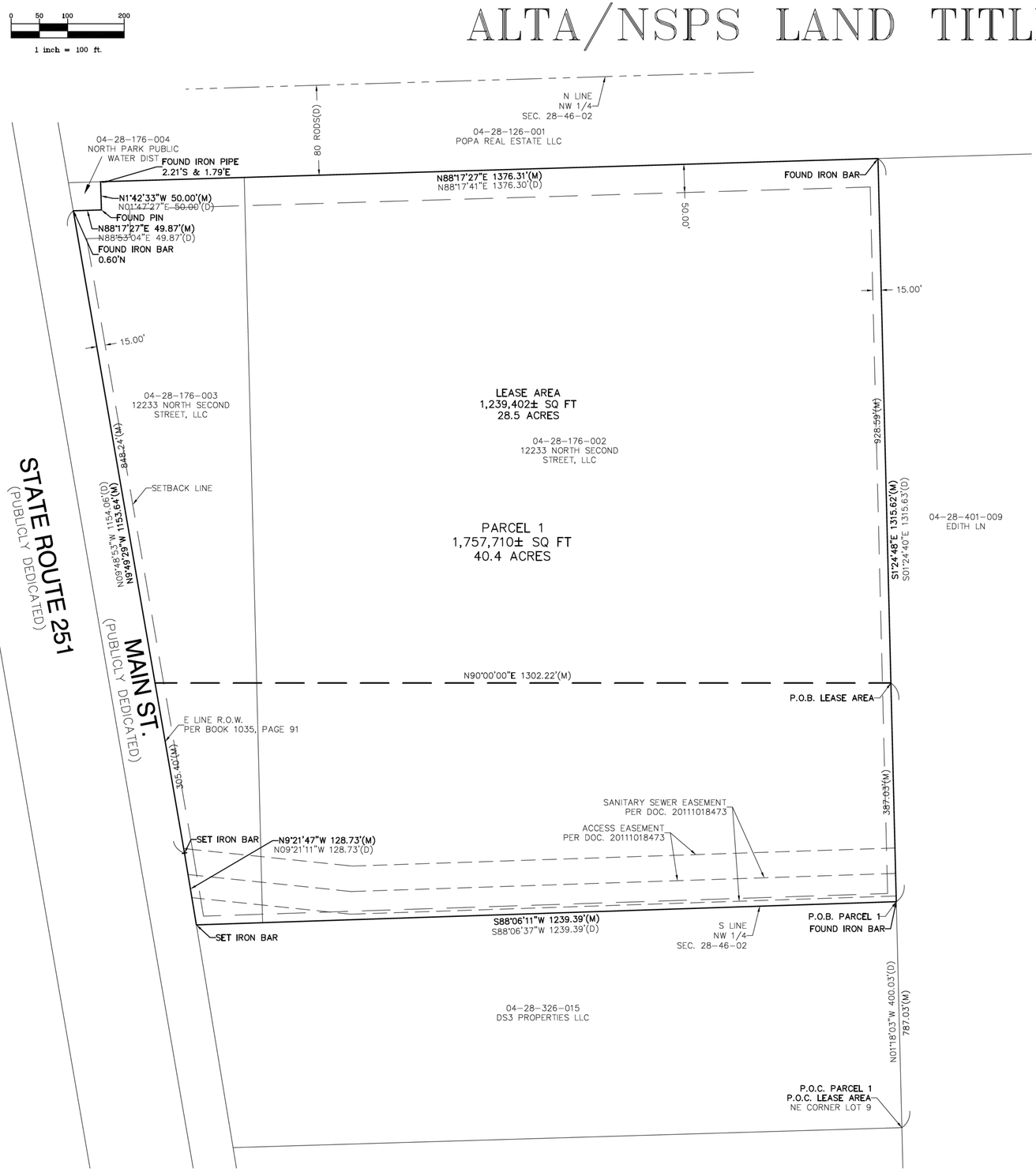
ILL0143-MAINST-WINNEBAGO
42.437271, -89.014348
ROSCOE, IL 61073

DATE: 2026.07.09

E100
ARRAY PLAN

EXHIBIT C: ALTA

ALTA/NSPS LAND TITLE SURVEY



BASIS OF BEARING:

BASIS OF BEARING IS GPS MEASUREMENTS IN THE ILLINOIS GEOSPATIAL COORDINATE SYSTEM WEST ZONE NAD83 (2012)

PARCEL 1 LEGAL DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 46 NORTH, RANGE 2 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN WINNEBAGO COUNTY, ILLINOIS DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF LOT 9 AS DESIGNATED UPON THE PLAT OF ROSCOE INDUSTRIAL PARK PLAT 2, BEING A SUBDIVISION IN PART OF THE WEST HALF OF SECTION 28, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 49 OF PLATS ON PAGE 29B IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; THENCE NORTH 01 DEGREES 18 MINUTES 03 SECONDS WEST 400.03 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 AND THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 06 MINUTES 37 SECONDS WEST ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1239.39 FEET TO THE EASTERLY LINE OF THE PREMISES CONVEYED BY WARNER ELECTRIC BRAKE AND CLUTCH COMPANY TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEDICATION OF RIGHT-OF-WAY DATED NOVEMBER 21, 1955 AND RECORDED IN BOOK 1035 OF DEEDS ON PAGE 91 IN SAID RECORDER'S OFFICE; THENCE NORTH 09 DEGREES 21 MINUTES 11 SECONDS WEST ON SAID EASTERLY LINE, A DISTANCE OF 128.73 FEET; THENCE NORTH 09 DEGREES 48 MINUTES 53 SECONDS WEST ON SAID EASTERLY LINE A DISTANCE OF 1154.06 FEET; THENCE NORTH 88 DEGREES 53 MINUTES 04 SECONDS EAST, A DISTANCE OF 49.87 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 27 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A LINE WHICH IS 80 RODS SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 17 MINUTES 41 SECONDS EAST, A DISTANCE OF 1376.30 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 40 SECONDS EAST, A DISTANCE OF 1315.63 FEET TO THE POINT OF BEGINNING.

LEASE AREA LEGAL DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 9 AS DESIGNATED UPON THE PLAT OF ROSCOE INDUSTRIAL PARK PLAT 2, BEING A SUBDIVISION IN PART OF THE WEST HALF OF SAID SECTION 28, RECORDED IN BOOK 49 OF PLATS, PAGE 29B; THENCE NORTH 01 DEGREES 18 MINUTES 03 SECONDS WEST, 787.03 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1302.22 FEET TO THE EAST RIGHT-OF-WAY LINE PER BOOK 1035, PAGE 91; THENCE NORTH 09 DEGREES 49 MINUTES 29 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 848.24 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 27 SECONDS EAST, 49.87 FEET; THENCE NORTH 01 DEGREES 42 MINUTES 33 SECONDS WEST, 50.00 FEET TO A LINE 80 RODS SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 28; THENCE NORTH 88 DEGREES 17 MINUTES 27 SECONDS EAST ALONG SAID SOUTH LINE, 1376.31 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 48 SECONDS EAST, 928.59 FEET TO THE PLACE OF BEGINNING, IN WINNEBAGO COUNTY, ILLINOIS.

SURVEYOR'S NOTES

1. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN ***FIRST AMERICAN TITLE INSURANCE COMPANY, FILE #NCS-2A2EIL22-CLE WITH AN EFFECTIVE DATE OF APRIL 16TH, 2025*** AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.
2. SURFACE INDICATIONS OF UTILITIES ON THE SURVEYED PARCEL HAVE BEEN SHOWN.
3. UNDERGROUND AND OFFSITE OBSERVATIONS HAVE NOT BEEN MADE TO DETERMINE THE EXTENT OF UTILITIES SERVING OR EXISTING ON THE PROPERTY. PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION.
4. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED AT THE TIME OF SURVEY.
5. NO EVIDENCE OF PROPOSED CHANGES TO STREET RIGHT OF WAY LINES WAS OBSERVED AT THE TIME OF THE SURVEY.
6. NO EVIDENCE OF RECENT STREET AND SIDEWALK CONSTRUCTION AND REPAIR WAS OBSERVED BY THE SURVEYOR AT THE TIME OF SURVEY.
7. NO VISIBLE EVIDENCE OF WETLAND AREAS WAS OBSERVED AT THE TIME OF SURVEY.
8. TOPOGRAPHIC AND BOUNDARY SURVEY FIELDWORK PERFORMED FEBRUARY 7, 2025.
9. NO OBSERVABLE EVIDENCE OF A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL; OR ACTIVE OIL, GAS AND MINERAL PRODUCTION.
10. THE ABOVE LANDS ARE ZONED AGRICULTURAL.

SURVEYOR'S CERTIFICATION:

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

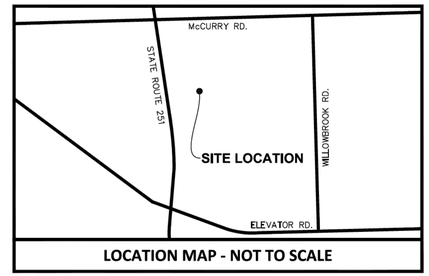
TO: ***FIRST AMERICAN TITLE INSURANCE COMPANY***
WINNEBAGO SOLAR 143, LLC.
FOSS FORTRESS FUND, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BANKUNITED, N.A., AS COLLATERAL AGENT, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR RESPECTIVE INTERESTS MAY APPEAR

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES TABLE A ITEMS 1-4, 6(a), 6(b), 7, 7(a), 7(b), 7(c), 8, 9, 11, 13, 16, 17, 18 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 7, 2025. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT GENEVA, ILLINOIS, THIS 9TH DAY OF JULY A.D., 2026.

BY: _____
MARK D. MARTIN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3163
LICENSE EXPIRES NOVEMBER 30, 2026

PROFESSIONAL LAND SURVEYOR
MARTIN MARK D.
35-003163
ILLINOIS



LOCATION MAP - NOT TO SCALE

FLOOD ZONE NOTES:

COMMUNITY PANEL NUMBER: 17201C0134D + 17201C0142E
EFFECTIVE DATE: 9/6/06 + 2/17/16
ZONE: X

X = AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

STANDARD LEGEND

Boundary or Property Line	———
Lot Line, Platted or by Deed	———
Centerline	———
Easement	//////////
Water Main	——— W ———
Sanitary Sewer	——— S ———
Storm Sewer	——— ST ———
Communication	——— CO ———
Underground Electric	——— E ———
Telephone	——— T ———
Gas Main	——— G ———
Fence Line	——— X ———
Property Corner, Found	●
Property Corner, Set	○
Found "X"	⊗
Recorded Dimensions	(R)
Measured Dimensions	(M)
Storm Manhole	◍
Sanitary Manhole	◯
Electric Manhole	Ⓔ
AT&T Communication Manhole	Ⓐ
Communication Pedestal	▣
Fire Hydrant	
Water Main Valve	⊖
Utility Pole	
Street Light	☼
Traffic Sign	——— ▷
Traffic Handhole	□
Transformer	⊠
Gas Valve	⊗
Deciduous Tree	
Wetland Boundary	
Flared End Section	

N

PROJECT NUMBER:
24-0794

PROJECT NAME:
ALTA/NSPS LAND TITLE SURVEY WINNEBAGO - 143

PLAT PREPARED BY:

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

OWNER/DEVELOPER:
PIVOT ENERGY

SITE ADDRESS:
42°26'13"N, 89°00'50"W
ROSCOE, IL 61073

SURVEYOR:
MARK MARTIN, PLS
324 W. STATE ST.
GENEVA, IL 60134

DRAWING LOG

REV	DATE	DESCRIPTION	BY
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DRAWN BY:	CHECKED BY:	APPROVED BY:
DAM	MDM	MDM

PROJECT NUMBER:	143
FILE NAME:	WINNEBAGO
DATE DRAWN:	6-23-2026
SCALE:	1"=100'

SHEET: 1 OF: 2

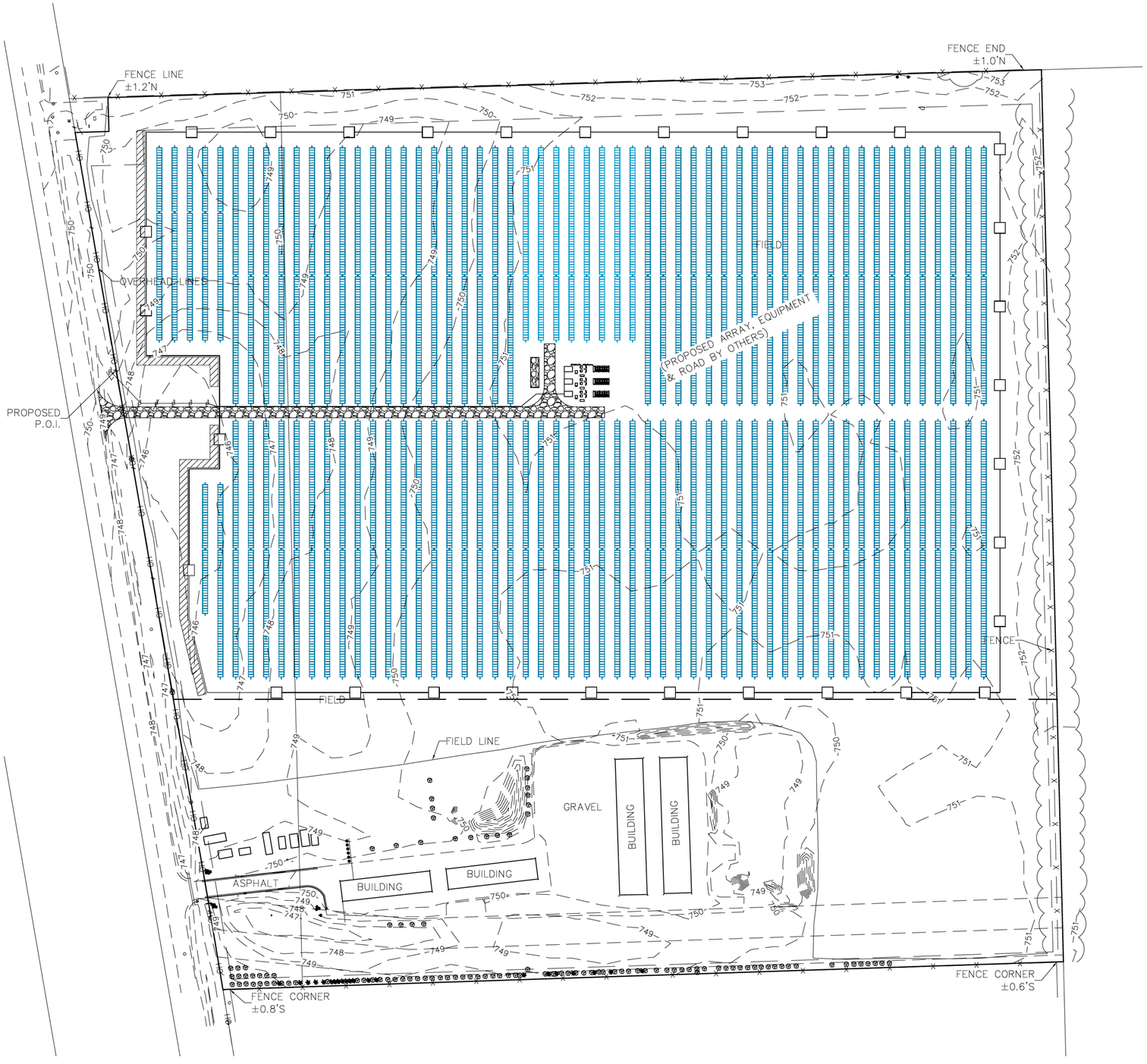
ALTA/NSPS LAND TITLE SURVEY

0 40 80 160

1 inch = 80 ft.

TITLE EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
2. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
3. ANY ENCROACHMENT (OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO ADJOINING LAND OR OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING LAND ONTO THE LAND), ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
4. ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR, MATERIAL OR EQUIPMENT, UNLESS SUCH LIEN IS SHOWN BY THE PUBLIC RECORDS AT DATE OF POLICY AND NOT OTHERWISE EXCEPTED FROM COVERAGE HEREIN.
5. TAXES, OR SPECIAL ASSESSMENTS, IF ANY, NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET.
7. ANY LIEN OR RIGHT TO A LIEN, IMPOSED BY LAW, AS A RESULT OF SERVICES, LABOR, AND/OR MATERIALS USED, OR TO BE USED, FOR IMPROVEMENT TO THE LAND.
8. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH WOULD BE DISCLOSED BY A CORRECT ALTA/NSPS SURVEY.
9. ANY CLAIM TO (A) OWNERSHIP OF OR RIGHTS TO MINERALS AND SIMILAR SUBSTANCES, INCLUDING BUT NOT LIMITED TO ORES, METALS, COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND, AND GRAVEL LOCATED IN, ON, OR UNDER THE LAND OR PRODUCED FROM THE LAND, WHETHER SUCH OWNERSHIP OR RIGHTS ARISE BY LEASE, GRANT, EXCEPTION, CONVEYANCE, RESERVATION, OR OTHERWISE; AND (B) ANY RIGHTS, PRIVILEGES, IMMUNITIES, RIGHTS OF WAY, AND EASEMENTS ASSOCIATED THEREWITH OR APPURTENANT THERETO, WHETHER OR NOT THE INTERESTS OR RIGHTS EXCEPTED IN (A) OR (B) APPEAR IN THE PUBLIC RECORDS OR ARE SHOWN IN SCHEDULE B.
10. ALL TAX MAP NUMBERS REFERRED TO IN THE TITLE REPORT AND FINAL POLICY ARE FOR INFORMATIONAL PURPOSES ONLY AND FIRST AMERICAN TITLE INSURANCE COMPANY DOES NOT INSURE, NOR LIMIT THE EXCEPTIONS, TO THE TAX MAP NUMBERS INDICATED.
11. GENERAL REAL ESTATE TAXES FOR THE YEAR(S) 2024,2025 AND SUBSEQUENT YEARS. THE FIRST INSTALLMENT OF THE 2023 TAXES IN THE AMOUNT OF $11,344.20 IS PAID. THE FINAL INSTALLMENT OF THE 2023 TAXES IN THE AMOUNT OF $11,344.20 IS PAID. THE 2024 AND 2025 TAXES ARE NOT YET ASCERTAINABLE OR PAYABLE. PERMANENT INDEX NUMBER: 04-28-176-002 IF APPLICABLE, AN ORIGINAL TAX BILL MUST BE PRESENTED IF TAXES ARE TO BE PAID AT TIME OF CLOSING. (AFFECTS A PORTION OF THE PROPERTY)
12. GENERAL REAL ESTATE TAXES FOR THE YEAR(S) 2024, 2025 AND SUBSEQUENT YEARS. THE FIRST INSTALLMENT OF THE 2023 TAXES IN THE AMOUNT OF $817.08 IS PAID. THE FINAL INSTALLMENT OF THE 2023 TAXES IN THE AMOUNT OF $817.08 IS PAID. THE 2024 AND 2025 TAXES ARE NOT YET ASCERTAINABLE OR PAYABLE. PERMANENT INDEX NUMBER: 04-28-176-003 IF APPLICABLE, AN ORIGINAL TAX BILL MUST BE PRESENTED IF TAXES ARE TO BE PAID AT TIME OF CLOSING. (AFFECTS THE REMAINDER OF THE PROPERTY)
13. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN LEASE BY AND BETWEEN 1233 NORTH SECOND STREET, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, LESSOR, AND PIVOT ENERGY DEVELOPMENT LLC, A COLORADO LIMITED LIABILITY COMPANY, LESSEE, DATED MAY 6, 2024 AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED JUNE 27, 2024 AS DOCUMENT 2024014529, AND ALL RIGHTS THEREUNDER OF AND ALL ACTS DONE AND SUFFERED THEREUNDER OF SAID LESSEE OR ANY PARTIES CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
14. MORTGAGE DATED MARCH 28, 2013 AND RECORDED APRIL 8, 2013 AS DOCUMENT 20131014539, RE-RECORDED MAY 15, 2013 AS DOCUMENT 20131020124, AND RE-RECORDED JULY 26, 2013 AS DOCUMENT 20131029960, MADE BY 12233 NORTH SECOND STREET, LLC, TO BLACKHAWK BANK, TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF $300,000.00, AND THE TERMS AND CONDITIONS THEREOF.
15. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
16. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.
17. THE ACREAGE STATED IN THE LEGAL DESCRIPTION OF THE LAND IS FOR DESCRIPTION PURPOSES ONLY. THE QUANTITY OF THE LAND IS NOT INSURED.
18. EXISTING UNRECORDED LEASES, IF ANY, AND RIGHTS OF ALL PARTIES CLAIMING THEREUNDER.
19. EASEMENT IN FAVOR OF ROCK RIVER WATER RECLAMATION DISTRICT TO CONSTRUCT, RECONSTRUCT, INSPECT, REPAIR, MAINTAIN AND OPERATE SANITARY SEWER, RECORDED MAY 24, 2011 AS DOCUMENT 20111018473, AND THE TERMS AND CONDITIONS CONTAINED THEREIN. (AFFECTS THE ABOVE DESCRIBED LANDS, PLOTTED)
20. RESTRICTED ACCESS TO U.S. HIGHWAY 251 AS CONTAINED IN DEDICATION OF RIGHT-OF-WAY RECORDED IN BOOK 1035 ON PAGE 91.
21. TERMS AND PROVISIONS AS CONTAINED IN NOTICE WITH RESPECT TO HAZARDOUS WASTE BY WARNER ELECTRIC DIVISION, DANA CORPORATION RECORDED DECEMBER 26, 1991 AS DOCUMENT 1957898 ON MICROFILM 91-52- 0276.
22. ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY MADE BY DANA CORPORATION RECORDED MARCH 21, 2000 AS DOCUMENT 0013843.
23. AGREEMENT FOR SEWER EXTENSION COST SHARING AND REIMBURSEMENT THE MCCURRY ROAD TRUNK SEWER - PHASE II RECORDED JUNE 8, 2005 AS DOCUMENT 0531790.



N

PROJECT NUMBER:
24-0794

PROJECT NAME:
ALTA/NSPS LAND TITLE SURVEY WINNEBAGO - 143

PLAT PREPARED BY:

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

OWNER/DEVELOPER:
PIVOT ENERGY

SITE ADDRESS:
42°26'13"N, 89°00'50"W
ROSCOE, IL 61073

SURVEYOR:

MARK MARTIN, PLS
324 W. STATE ST.
GENEVA, IL 60134

DRAWING LOG

REV	DATE	DESCRIPTION	BY
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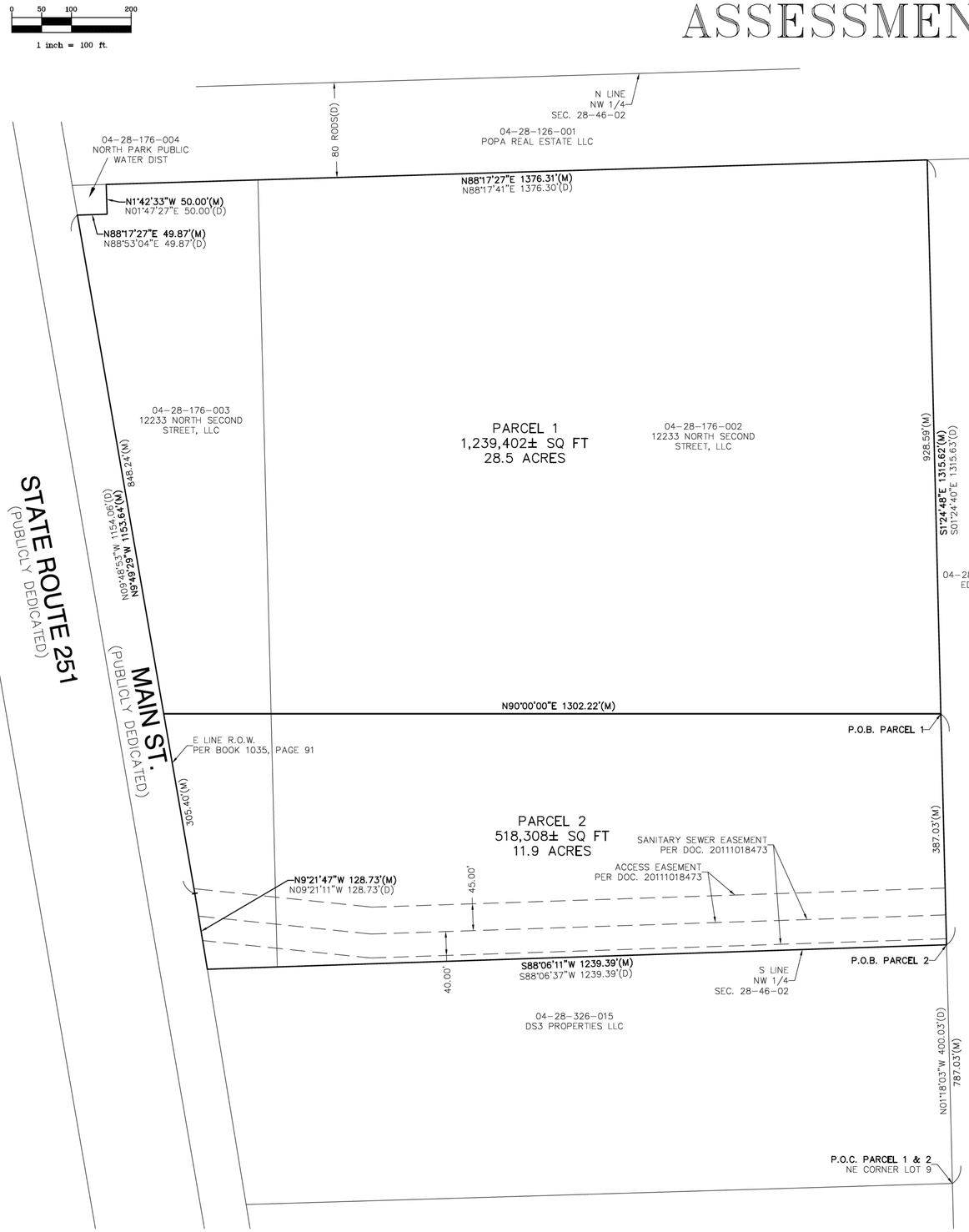
DRAWN BY:	CHECKED BY:	APPROVED BY:
DAM	MDM	MDM

PROJECT NUMBER:	143
FILE NAME:	WINNEBAGO
DATE DRAWN:	6-23-2026
SCALE:	1"=80'

SHEET: **2** OF: **2**

EXHIBIT D: ASSESSORS PLAT

ASSESSMENT PLAT



BASIS OF BEARING:

BASIS OF BEARING IS GPS MEASUREMENTS IN THE ILLINOIS GEOSPATIAL COORDINATE SYSTEM WEST ZONE NAD83 (2012)

NO IMPROVEMENTS SHOWN.

PARCEL 1 LEGAL DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 9 AS DESIGNATED UPON THE PLAT OF ROSCOE INDUSTRIAL PARK PLAT 2, BEING A SUBDIVISION IN PART OF THE WEST HALF OF SAID SECTION 28, RECORDED IN BOOK 49 OF PLATS, PAGE 29B; THENCE NORTH 01 DEGREES 18 MINUTES 03 SECONDS WEST, 787.03 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 1302.22 FEET TO THE EAST RIGHT-OF-WAY LINE PER BOOK 1035, PAGE 91; THENCE NORTH 09 DEGREES 49 MINUTES 29 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 848.24 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 27 SECONDS EAST, 49.87 FEET; THENCE NORTH 01 DEGREES 42 MINUTES 33 SECONDS WEST, 50.00 FEET TO A LINE 80 RODS SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 28; THENCE NORTH 88 DEGREES 17 MINUTES 27 SECONDS EAST ALONG SAID SOUTH LINE, 1376.31 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 48 SECONDS EAST, 928.59 FEET TO THE PLACE OF BEGINNING, IN WINNEBAGO COUNTY, ILLINOIS.

PARCEL 2 LEGAL DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 9 AS DESIGNATED UPON THE PLAT OF ROSCOE INDUSTRIAL PARK PLAT 2, BEING A SUBDIVISION IN PART OF THE WEST HALF OF SAID SECTION 28, RECORDED IN BOOK 49 OF PLATS, PAGE 29B; THENCE NORTH 01 DEGREES 18 MINUTES 03 SECONDS WEST, 400.03 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 88 DEGREES 06 MINUTES 11 SECONDS WEST, 1239.39 FEET TO THE EAST RIGHT-OF-WAY LINE PER BOOK 1035, PAGE 91; THENCE NORTH 09 DEGREES 21 MINUTES 47 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 128.73 FEET; THENCE NORTH 09 DEGREES 49 MINUTES 29 SECONDS WEST, 305.40 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1302.22 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 48 SECONDS EAST, 387.03 FEET TO THE PLACE OF BEGINNING, IN WINNEBAGO COUNTY, ILLINOIS.

OWNER'S CERTIFICATE:

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND AS SUCH OWNER, HAVE CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED THIS _____ DAY OF _____ A.D., 20____

BY: _____

ATTEST: _____

NOTARY'S CERTIFICATE:

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

_____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FORGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____,

A.D., 20____.

NAME: _____

MY COMMISSION EXPIRES ON: _____

COUNTY CLERK'S CERTIFICATE:

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I, _____ COUNTY CLERK OF WINNEBAGO COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT _____ ILLINOIS,

THIS _____ DAY OF _____ A.D., 20____

_____
COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE:

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS

ON THE _____ DAY OF _____, 20____ AT _____ O'CLOCK ____M.

_____
RECORDER OF DEEDS

SURVEYOR'S CERTIFICATION:

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT HBK ENGINEERING, LLC, HAVE PLATTED FOR ASSESSMENT PURPOSES THE PROPERTY DESCRIBED ABOVE, AS SHOWN HEREON, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID ASSESSMENT. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT GENEVA, ILLINOIS, THIS 20TH DAY OF JULY A.D., 2026.

BY: _____
MARK D. MARTIN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3163
LICENSE EXPIRES NOVEMBER 30, 2026

PROFESSIONAL LAND SURVEYOR
MARTIN MARK D.
35-003163
ILLINOIS

PARCEL 1 PIN:

_____

PARCEL 2 PIN:

_____

SUBMITTED BY:

_____

_____

_____

N

PROJECT NUMBER:
24-0794

PROJECT NAME:
ASSESSMENT PLAT
WINNEBAGO - 143

PLAT PREPARED BY:

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

OWNER/DEVELOPER:
PIVOT ENERGY

SITE ADDRESS:
42°26'13"N, 89°00'50"W
ROSCOE, IL 61073

SURVEYOR:
MARK MARTIN, PLS
324 W. STATE ST.
GENEVA, IL 60134

DRAWING LOG

REV	DATE	DESCRIPTION	BY
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DRAWN BY:	CHECKED BY:	APPROVED BY:
DAM	MDM	MDM

PROJECT NUMBER:	143
FILE NAME:	ASSESSMENT_PLAT
DATE DRAWN:	7-20-2026
SCALE:	1"=100'

SHEET: 1 OF: 1

EXHIBIT E: AGRICULTURAL IMPACT MITIGATION AGREEMENT

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Pivot Energy IL 143 LLC

and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
Winnebago County, Illinois

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

Pivot Energy IL 143 LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 3MWAC Commercial Solar Energy Facility in Winnebago County [GPS Coordinates: 42.436671, -89.015649], which will consist of up to 21.3 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.

B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.

C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.

E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.

F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.

G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.

H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.

I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.

J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.

K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.

L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.

M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment	When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	A plan prepared by a Professional Engineer, at the Facility's expense, that includes: (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

Construction and Deconstruction Standards and Policies

1. Support Structures

A. 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.

B. 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.

C. 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).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

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.

4. Underground Cabling Depth

A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:

1. a minimum of 5 feet of top cover where they cross Cropland.
2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.

B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:

1. Within the fenced perimeter of the Facility; or

2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.

C. 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.

5. Topsoil Removal and Replacement

A. 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.

B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. 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.

D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.

F. 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.

G. 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 reseeded 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.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

A. 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.

B. 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.

C. **Maintaining Surrounding Area Subsurface Drainage**

If drainage tile lines are damaged 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 damaged 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 thereto to provide an adequate outlet for the disrupted adjacent tile lines.

D. **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 compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

E. 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.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. 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.

G. 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.

7. Rock Removal

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.

A. 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.

B. 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.

C. 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.

8. Repair of Compaction and Rutting

A. 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.

B. 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.

C. 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.

D. 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.

9. Construction During Wet Weather

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.

A. 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.

B. 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.

10. Prevention of Soil Erosion

A. 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.

B. 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.

C. 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.

11. Repair of Damaged Soil Conservation Practices

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.

12. Compensation for Damages to Private Property

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.

13. Clearing of Trees and Brush

A. 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.

B. 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.

14. Access Roads

A. 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.

B. 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.

C. 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 Section 8.

15. Weed/Vegetation Control

A. 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.

B. 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.

C. 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.

D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

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.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

A. 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:

1. Solar panels, cells and modules;
2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
3. Solar panel foundations, if used (to depth of 5 feet);

4. 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;
5. Overhead collection system components;
6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
9. Debris and litter generated by Deconstruction and Deconstruction crews.

B. 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.

C. 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.

D. 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:

1. 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.
2. 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.
3. 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.

E. 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 17.D. 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.

F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Pivot Energy IL 143 LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Winnebago County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

Jerry Costello II

By: Jerry Costello II, Director

Clay Nordsiek

By Clay Nordsiek, Deputy General Counsel

801 E. Sangamon Avenue,
State Fairgrounds, POB 19281
Springfield, IL 62794-9281

6/17, 2026

Pivot Energy IL 143 LLC

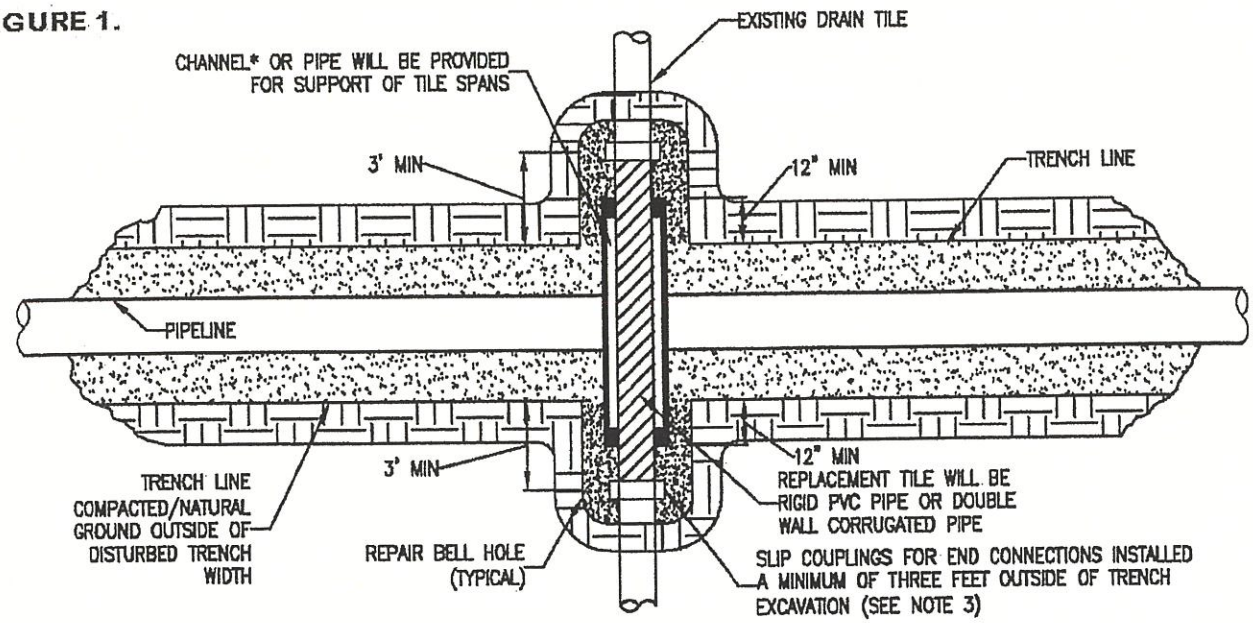
By William Becker

444 W Lake St #1700

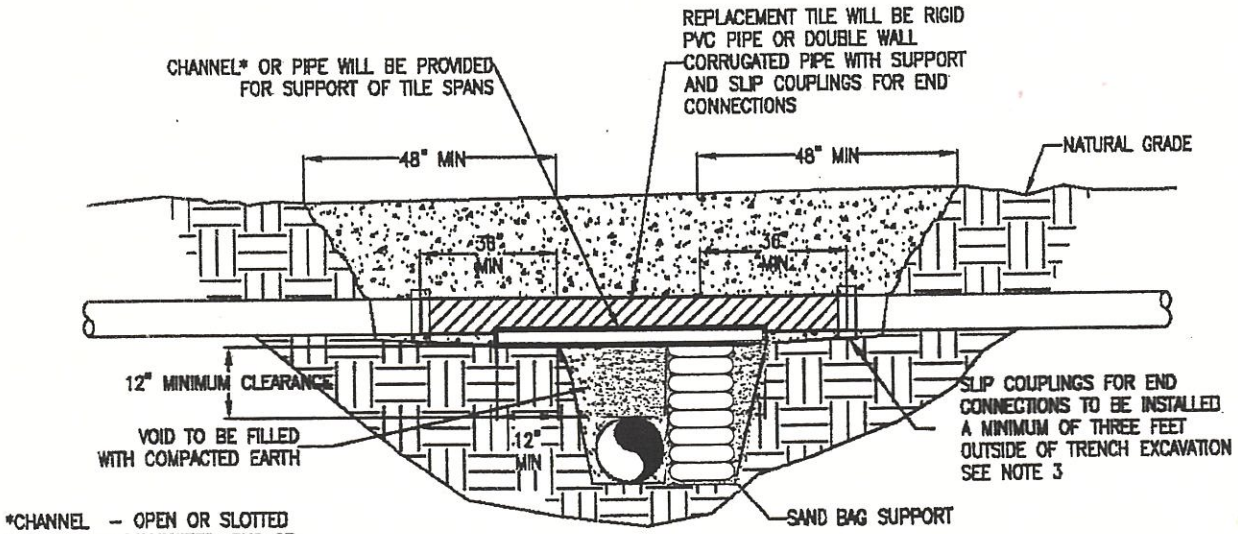
Address

June 11, 2026

FIGURE 1.



PLAN
N.T.S.



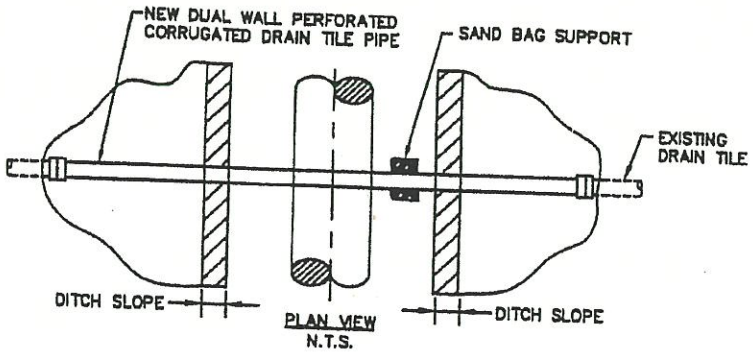
CROSS SECTION
N.T.S.

NOTE:

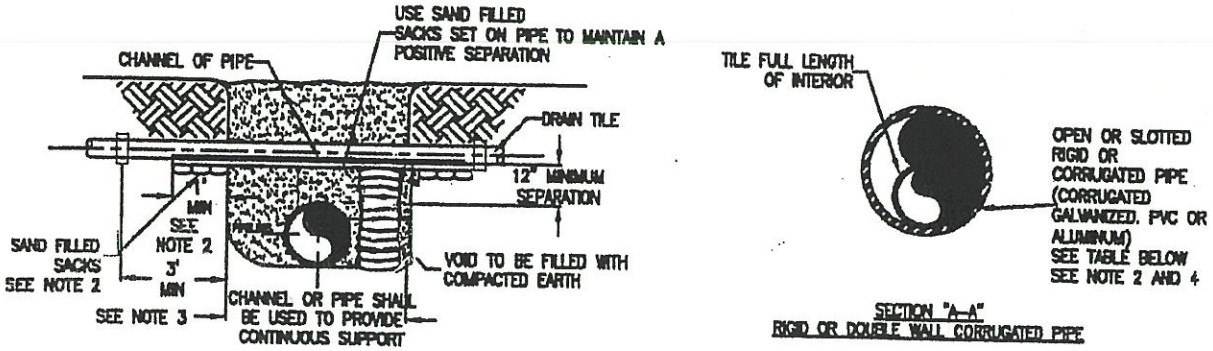
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



PLAN VIEW



END VIEWS

MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4"-5"	5" @ 6.7 #/ft	6"	STD. WT.
8"-9"	7" @ 9.8 #/ft	9"-10"	STD. WT.
10"	10" @ 15.3 #/ft	12"	STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

EXHIBIT F: DRAIN TILE SURVEY

EXISTING AGRICULTURAL DRAIN TILE INVESTIGATION PLAN

ILL 0143 Main St Roscoe

Prepared for: Pivot Energy

Section no. 28, Roscoe Twp., Winnebago Co., IL

EXISTING SUBSURFACE AGRICULTURAL DRAIN TILE INVESTIGATION REPORT

ILL 0143 Main St Roscoe
Pivot Energy

ILL 0143 Main St Roscoe / Pivot Energy , FIELD FILE NO. 6-11-28 , DATE: 5/4/26 .
IN ACCORDANCE WITH LAKE COUNTY STORM WATER COMMISSION DRAIN TILE INVESTIGATION STANDARDS
COPYRIGHT © 2026, BY HUDDLESTON MCBRIDE LAND DRAINAGE COMPANY

DESCRIPTION CHART NO. 1A : INVESTIGATION SLIT TRENCH LOCATIONS

ID NO.	SZ.	TYPE / QUALITY	FLOW %	SILT %	DEPTH GRD/INV	FIELD NOTES:
A	0"	NO DRAIN TILE	SLIGHT	CLEAN	00"	NO DRAIN TILE LOCATED
						ACTIVE FLOW RATE AND CAPACITY
						RESTRICTED FLOW AND SURCHARGED
						RESTRICTED STAGNATE FLOW
						ABANDONED / CRUSHED/ NO FLOW
						END OF DRAINAGE LINE
						SLIGHTLY RESTRICTED FLOW
						SILT RESTRICTED / PARTIAL CAPACITY
						SILT RESTRICTED / NO CAPACITY
						POOR PIPE QUALITY, FAILING SYSTEM

DESCRIPTION CHART NO. 1B : SURVEY DATA POINT LOCATIONS

DATA POINT	SZ.	TYPE / QUALITY	FLOW %	SILT %	DEPTH HUB/INV	FIELD NOTES:

NOTE: NO EXISTING DRAIN TILES WERE LOCATED DURING THIS INVESTIGATION, THEREFORE NO DATA (INGRESS / EGRESS) POINTS WHERE ESTABLISHED.



MAP LEGEND :

- EXISTING DRAIN TILE FLOW DIRECTION
- EX. POLYETHYLENE MAINLINE OR SYSTEM PART
- EX. CLAY DRAIN TILE MAINLINE OR SYSTEM PARTS
- EX. CONCRETE DRAIN TILE MAINLINE OR SYSTEM PART
- EXISTING DRAIN TILE CONTINUES TO UPLAND WATERSHED
- EXISTING DRAIN TILE OUTLETS TO SURFACE
- EXIST. DRAIN TILE (1) INSPECTION STRUCTURE / (2) CATCH BASIN
- EXIST. DRAIN TILE (1) LOCATED END / (2) ASSUMED END
- EXISTING DRAIN TILE CONTINUES TO OFF-SITE OUTLET SYSTEM
- EXISTING DRAIN TILE FAILIURE /FLOW SURCHARGE TO SURFACE
- EXISTING DRAIN TILE MAPPED BY SPECULATION AND ASSUMPTION
- EXISTING DRAIN TILE ABANDONED (NOT FUNCTIONAL)
- EXISTING DRAIN TILE "BLOWOUT" OR FAILURE
- HAND PROBE OR ELECTRONIC SCAN FOR DRAIN TILE LOCATION
- INVESTIGATION SLIT TRENCH FOR INVESTIGATION
- SPECIFIC PIT EXCAVATION FOR INVESTIGATION
- SURVEY DATA POINTS
- REPORT IDENTIFICATION NUMBER

REPORT LEGEND :

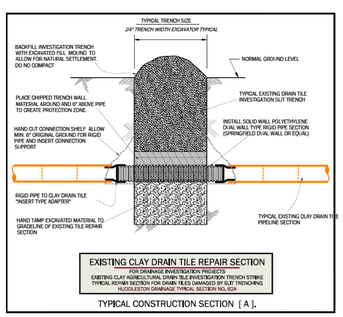
ID NO.	POINT OF EXCAVATION FOR SPECIFIC DRAIN TILE INVESTIGATION.
SZ. (SIZE)	DRAIN TILE INTERNAL DIAMETER IN INCHES.
MATERIAL / QUALITY	TYPE OF TILE MATERIALS, PIPE QUALITY - GOOD, FAIR & POOR.
FLOW %	PERCENTAGE OF TILE DIAMETER OCCUPIED BY ACTIVE FLOW.
(R)	RESTRICTED OR BACKED UP FLOW, SURCHARGED CONDITION
SILT %	PERCENTAGE OF TILE DIAMETER OCCUPIED BY RESTRICTIVE SILT.
(A)	ABANDONED, FILLED WITH SILT BLOCKAGE, NO FLOW POTENTIAL
DEPTH	MEASUREMENT FROM EXISTING GROUND LEVEL TO PIPE INVERT.

(GENERAL NOTES)

MAINLINE TILE	TRUNK LINE OR MUTUAL DRAIN, COLLECTOR OF SUB-SYSTEMS.
SUB-MAIN TILE	SECONDARY TRUNK LINE OR RANDOM SYSTEM COLLECTOR.
LATERAL TILE	FEEDER LINE, SERVICE TILE OR SYSTEM SPUR.
"BLOWOUT"	EXISTING SYSTEM PIPE FAILURE OR RESTRICTION.
DRAIN TILE ENDS	MAINLINE, SUB-MAIN OR LATERAL PLANNED TERMINATION.
SLIT TRENCH	INVESTIGATION TRENCH, TYPICAL 2'-0" WIDE x 6'-0" DEPTH.

SPECIAL NOTES :

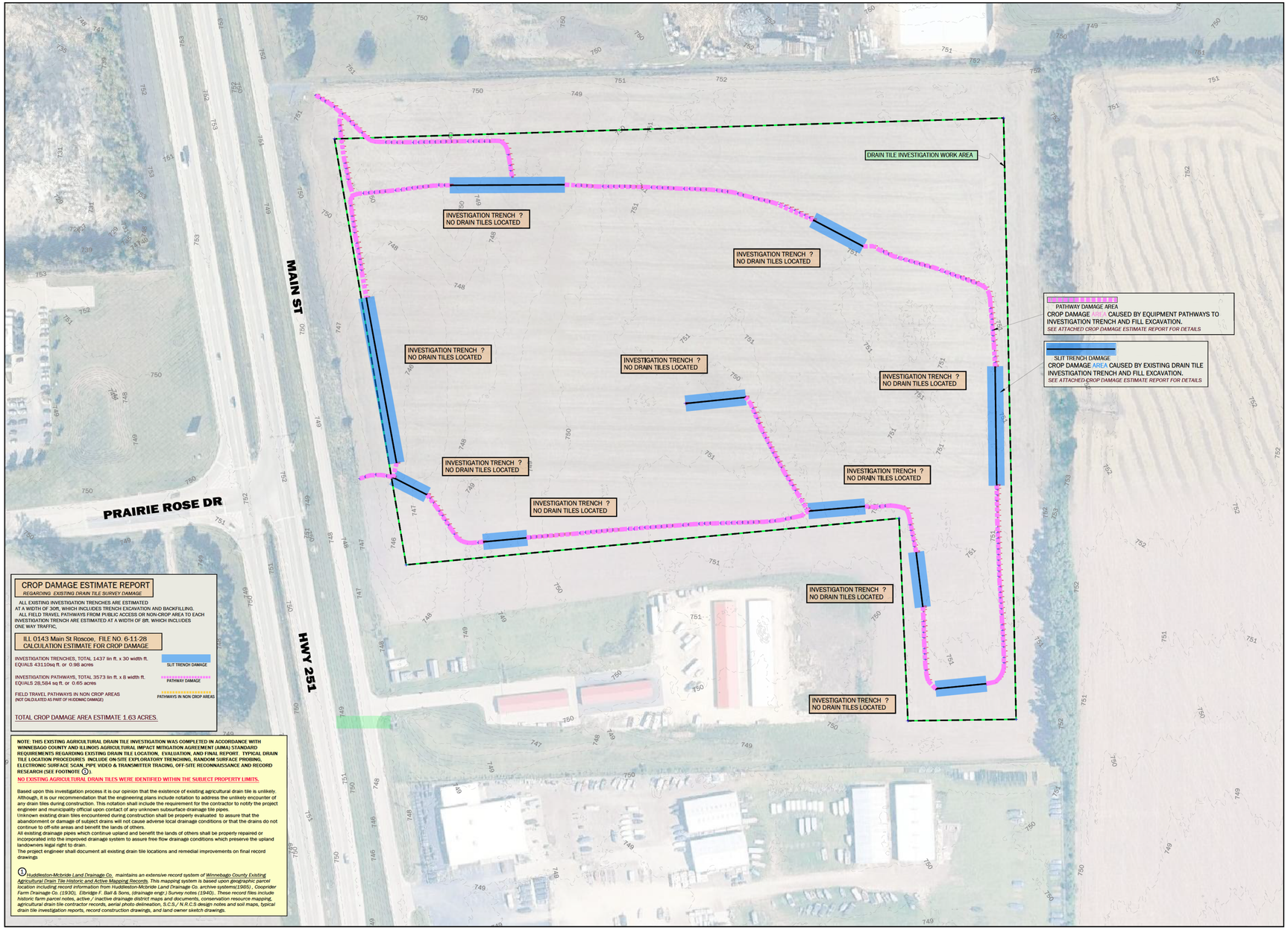
- *ALL EXISTING AGRICULTURAL DRAIN TILES LOCATED DURING THIS INVESTIGATION SURVEY HAVE BEEN IDENTIFIED ON THIS PLAN AND FIELD STAKED AT < 50' INTERVALS, IN SOME OCCASIONS CERTAIN EXISTING LOCAL DRAIN TILE SECTIONS MAY BE SPECULATED AND CONSIDERED AS AN ASSUMED ROUTE WHICH SHALL BE DELINEATED ON THIS PLAN.*
- *ANY EXISTING DRAIN TILE NOT ENCOUNTERED DURING SLIT TRENCHING OR PROBE TRANSECT PROCEDURES WILL REMAIN UNKNOWN.*
- *ALL EXISTING DRAIN TILES DAMAGED DURING THE INVESTIGATION PROCESS SHALL BE REPAIRED TO THEIR ORIGINAL STATE IN ACCORDANCE WITH NATURAL RESOURCE CONSERVATION SERVICE STANDARDS FOR DRAIN TILE INSTALLATION AND REPAIR. (HUDDLESTON DRAINAGE (EDA) TYPICAL STANDARD "A")*
- *ALL EXISTING DRAIN TILE LOCATION DIMENSIONS HAVE BEEN SURVEYED BY AGRICULTURAL GRADE GPS SURVEY SYSTEMS AND INCLUDE SUB METER ACCURACY, ALL LOCATIONS PERTINENT TO FINAL DESIGN SHALL BE VERIFIED BY THE PROJECT SURVEYOR.*
- *THIS DRAIN TILE INVESTIGATION REPORT IS INTENDED TO IDENTIFY EXISTING DRAIN TILE MAINLINE SYSTEMS ONLY INCLUDING ADDITIONAL PRIORITY ON DRAIN TILES WHICH MAY SERVICE THE UPLAND PROPERTY OF OTHERS OR WITH MUTUAL DRAINAGE STATUS.*
- *THIS DRAIN TILE INVESTIGATION REPORT SHALL BE FILED WITH HUDDLESTON DRAINAGE LAND DRAINAGE CO., AND WILL BE REPRODUCED AND DISBURSED ONLY BY PERMISSION OF THE CONTRACT PRINCIPALS.*



EXISTING CLAY DRAIN TILE REPAIR SECTION
FOR DRAINAGE INVESTIGATION PROJECTS
EXISTING CLAY AGRICULTURAL DRAIN TILE INVESTIGATION TRENCH STRIKE TYPICAL REPAIR SECTION FOR DRAIN TILES DAMAGED BY SLIT TRENCHING
HUDDLESTON DRAINAGE TYPICAL SECTION NO. 612A

TYPICAL CONSTRUCTION SECTION [A].

THESE SYMBOLS REPRESENT SURVEY DATA POINTS WHICH HAVE BEEN STAKED IN THE FIELD FOR THE SPECIFIC PURPOSE OF ELECTRONIC LOCATION AND ELEVATION DETERMINATION BY THE PROJECT SURVEYOR.
001 THESE DATA POINTS CONSIST OF A 2" X 2" GROUND HUB AND A 3'-0" ON-LINE LOCATION STAKE WHICH INCLUDES DATA POINT IDENTIFICATION NUMBER, SEPARATION MEASUREMENT FROM HUB TO PIPE INVERT, AND PIPE SIZE. ALL EXISTING DRAIN TILE ROUTES HAVE BEEN FIELD STAKED WITH "EXISTING DRAIN TILE" PIN FLAGS AT 50' INTERVALS AND DOUBLE FLAGS AT INTERSECTIONS.



CROP DAMAGE ESTIMATE REPORT
REGARDING EXISTING DRAIN TILE SURVEY DAMAGE

ALL EXISTING INVESTIGATION TRENCHES ARE ESTIMATED AT A WIDTH OF 30ft, WHICH INCLUDES TRENCH EXCAVATION AND BACKFILLING.
ALL FIELD TRAVEL PATHWAYS FROM PUBLIC ACCESS OR NON-CROP AREA TO EACH INVESTIGATION TRENCH ARE ESTIMATED AT A WIDTH OF 8ft. WHICH INCLUDES ONE WAY TRAFFIC.

ILL 0143 Main St Roscoe, FILE NO. 6-11-28 CALCULATION ESTIMATE FOR CROP DAMAGE

INVESTIGATION TRENCHES, TOTAL 1437 lin ft. x 30 width ft. EQUALS 43110sq ft. or 0.98 acres — SLIT TRENCH DAMAGE

INVESTIGATION PATHWAYS, TOTAL 3573 lin ft. x 8 width ft. EQUALS 28,584 sq ft. or 0.65 acres — PATHWAY DAMAGE

FIELD TRAVEL PATHWAYS IN NON CROP AREAS (NOT CALCULATED AS PART OF HUDDMAC DAMAGE) — PATHWAYS IN NON CROP AREAS

TOTAL CROP DAMAGE AREA ESTIMATE 1.63 ACRES.

NOTE: THIS EXISTING AGRICULTURAL DRAIN TILE INVESTIGATION WAS COMPLETED IN ACCORDANCE WITH WINNEBAGO COUNTY AND ILLINOIS AGRICULTURAL IMPACT MITIGATION AGREEMENT (AIMA) STANDARD REQUIREMENTS REGARDING EXISTING DRAIN TILE LOCATION, EVALUATION, AND FINAL REPORT. TYPICAL DRAIN TILE LOCATION PROCEDURES INCLUDE ON-SITE EXPLORATORY TRENCHING, RANDOM SURFACE PROBING, ELECTRONIC SURFACE SCAN, PIPE VIDEO & TRANSMITTER TRACING, OFF-SITE RECONNAISSANCE AND RECORD RESEARCH (SEE FOOTNOTE 1).

NO EXISTING AGRICULTURAL DRAIN TILES WERE IDENTIFIED WITHIN THE SUBJECT PROPERTY LIMITS.

Based upon this investigation process it is our opinion that the existence of existing agricultural drain tile is unlikely. Although, it is our recommendation that the engineering plans include notation to address the unlikely encounter of any drain tiles during construction. This notation shall include the requirement for the contractor to notify the project engineer and municipality official upon contact of any unknown subsurface drainage tile pipes.
Unknown existing drain tiles encountered during construction shall be properly evaluated to assure that the abandonment or damage of subject drains will not cause adverse local drainage conditions or that the drains do not continue to off-site areas and benefit the lands of others.
All existing drainage pipes which continue upland and benefit the lands of others shall be properly repaired or incorporated into the improved drainage system to assure free flow drainage conditions which preserve the upland landowners legal right to drain.
The project engineer shall document all existing drain tile locations and remedial improvements on final record drawings

1 *Huddleston-Mcbride Land Drainage Co. maintains an extensive record system of Winnebago County Existing Agricultural Drain Tile Historic and Active Mapping Records. This mapping system is based upon geographic parcel location including record information from Huddleston-Mcbride Land Drainage Co. archive systems(1985) , Coopridер Farm Drainage Co. (1930), Eldridge F. Ball & Sons, (drainage engr.) Survey notes (1940). These record files include historic farm parcel notes, active / inactive drainage district maps and documents, conservation resource mapping, agricultural drain tile contractor records, aerial photo delineation, S.C.S./ N.R.C.S design notes and soil maps, typical drain tile investigation reports, record construction drawings, and land owner sketch drawings.*

PROJECT CLIENT:
Pivot Energy
Ajla Halilovic , Project Manager
18 S. Michigan Avenue, 12th Floor, Chicago, IL 60603

APPROVED BY AND DATE:	RUDY P. DIXON, P.E., 5/4/26
ACKNOWLEDGEMENTS:	HUDDLESTON DRAINAGE MAP and ARCHIVE SYSTEMS
DRAWN BY AND DATE:	TOM HUDDLESTON 5/4/26
PROJECT DATE:	5/4/26
FIELD FILE:	6-11-28
DRAWING NO.:	6-11-28_X1

REVISIONS	DATE	BY	DESCRIPTION

WEATHER CONDITIONS	DRAWING SCALE	SHEET NO.
SUNNY/ COOL - 60°	1" TO 100'	ONE OF ONE

RUDY P. DIXON 062.065333 — LICENSED PROFESSIONAL ENGINEER OF ILLINOIS

1976 HUDDLESTON-MCBRIDE 50th Anniversary OF 50 2026

ILLINOIS FARM BUREAU MEMBER

811 Know what's below. Call before you dig. A261112892 DIG NUMBER

NORTH

ILL 0143 Main St Roscoe
HUDDLESTON McBRIDE
PROFESSIONAL LAND DRAINAGE SERVICES
Women-Owned Small Business (WOSB)
9504 FOWLER RD., ROCHELLE, ILLINOIS PHONE 815-562-6007

COPYRIGHT © 2026, BY HUDDLESTON LAND DRAINAGE COMPANY

COORDINATE SYSTEM: ILLINOIS STATE PLANE EAST NAD 83

Z:\Shared\Huddmac_Data\ACTIVE CADD\6-11-28@PIVOT ILL 0143 MAIN ST\EXPORT MAIN ST\6-11-28_X1.dwg, HUDDMAC, 5/4/2026 8:56:25 AM, AutoCAD PDF (High Quality Print).pc3, ARCH full bleed D (36.00 x 24.00 Inches)

EXHIBIT G: VEGETATION MANAGEMENT PLAN

Vegetation Management Plan

The proposed Solar Energy Facility, Pivot Energy IL 143 LLC (Project), is located on agricultural parcels (PIDs: 0428176002 and 0428176003), southeast of the intersection of N Second St and McCurry Rd (Site). The finished Project will consist of a solar garden with solar panels, equipment pads, an access drive, and fences. The Project will abide by the Illinois Department of Natural Resources (IDNR) guidelines and will utilize short-term and long-term growth methods to protect Site health.

Current Use

The property is currently utilized for agricultural cropland. After construction, disturbed areas will be re-seeded with a vegetation composition based on the dual-use and vegetation management practice chosen for the Site. Pivot is considering a few different dual-use options for this site specifically, which includes our standard sheer-grazing and pollinator vegetation plan.

Management Goals and Control Methods

Pivot will consult with a local ecologist consultant to identify all invasive species and appropriate seed mixes for the Site. Invasive species will be either removed mechanically, by hand, or by grazing. Pivot Energy will plant an approved native seed mix once the finished grade is complete. After construction, disturbed areas will be re-seeded with a vegetation composition based on the dual-use and vegetation management practice chosen for the Site. Pivot Energy conducts regular vegetation management at the Site several times per year, as needed during the growing season. This mitigates shade on solar modules and maintains a clean and orderly Site. On previous solar jobsites, the Applicant has used a combination of seed mix, straw mats, mowing, and other landscaping measures to maintain a clean, orderly, and noxious-weed- free Site.

The Applicant will abide by all Illinois Department of Natural Resources (IDNR) guidelines and proposes short-term and long-term property management practices that maintain native and non-native-invasive naturalized perennial vegetation.

Pivot Energy generally takes the following actions to manage weeds and keep a tidy project site.

1) Weed Management

I. Eradicate invasive species before any ground disturbing activity begins with the assistance of the County and a local ecologist consultant. Eradication will take place before construction begins.
II. Ensure that all equipment and persons leaving the parcel are free of weed seeds or other plant seeds. The Applicant will clean seeds from tires, tracks and all other parts of machinery and persons.
III. The hydroseed or hydromulch is a drought tolerant native grass and pollinator friendly seed mix in the early spring or early fall. The final seed mix will be determined by an approved professional knowledgeable with re-vegetation means and methods.
IV. Mow or graze the Project area a minimum of once per year, at a cut height of no less than six inches. It is likely that mowing or grazing may need to take place twice or more during the growing season to manage vegetation.
V. Since weed seeds remain viable in the soil for a number of years, site and weed management is a long-term process. Treated areas will be monitored annually and re-treated if necessary, using typical weed management practices and procedures.

2) Planting Method

Preferred method will be hydroseed and hydromulching. If required, nutrient supplementation will take place to ensure the successful establishment of permanent ground cover. Permanent seeding shall occur between December 1 and May 1 or between August 1 and September 1, or as recommended by a vegetation specialist.

3) Temporary Seed Mix

Temporary seeding areas, which will be ready for stabilization after May 1 and before August 1, shall be seeded with Millet or Sorghum at the rate of 40 pounds per acre, with the amount of fertilizer as specified by a vegetation specialist. The requirement to plant temporary seeding does not eliminate the requirement to plant permanent seeding. Straw mulch is not required for temporary seeding.

4) Permanent Seed Mix

To consist of native, drought-tolerant, low growth grasses and flowering plants. Preference will be given to a seed mix that can support pollinators and grazing animals such as sheep. Final mix will be determined before planting by a qualified vegetation specialist and in cooperation with Pivot Energy and our habitat management & species restoration partners.

Habitat Enhancement and Pollinator-friendly seed mixes are customized on a per site basis and are subject to change per site conditions and seed availability.

Custom Pollinator Seed Mix:

26.8%	Lolium Perenne, 'Tetra Sweet'	Perennial Ryegrass
21.0%	Dactylis Glomerata, Potomac	Orchardgrass, Potomac
18.9%	Poa Pratensis, 'Ginger'	Kentucky Bluegrass
12.4%	Gromus Bierbersteinii, 'Fleet'	Meadow Brome, Fleet
5.7%	Trifolium Hybridum	Alsike Clover
5.0%	Festuca Elatior x Lolium perenne	Festulolium 'Duo'
4.8%	Trifolium Pratense	Red Clover
2.0%	Lotus Corniculatus, 'Leo'	Bird's Foot Trefoil
1.0%	Linum Perenne	Perennial Blue Flax
0.9%	Coreopsis Lanceolata	Lanceleaf Coreopsis
0.6%	Cichorium Intybus	Blue Chicory
0.5%	Chrysanthemum Leucanthemum	Oxeye Daisy
0.4%	Solidago Nemoralis	Gray Goldenrod

5) Site Maintenance Checklist

I. Mow or graze project area 2-4 times a year to a cut height of approximately 6 inches.
II. Walk the site and remove any accumulated debris on either side of the fence line and properly dispose. No burning of trash will be allowed.
III. Inspect and re-seed any bare ground with permanent seeding.
IV. Inspect fence and repair as needed.
V. Inspect all-weather access road and repair as needed.
VI. Inspect Site for any visible erosion. Remove transported sediment and implement necessary erosion control measures to minimize future maintenance issues.

VII. Inspect solar photovoltaic modules, racking, and balance of system; repair or replace as needed.

VIII. Inspect drainage and water management systems (e.g., culverts, ditches, etc.); repair as needed.

IX. Control the spread of invasive species in all areas of the property. Make every attempt to keep any noxious weeds from leaving the sites by employing proper contain and control procedures. This can include mowing, trimming, removing, and spraying on an as-needed basis.

EXHIBIT H: DECOMMISSIONING PLAN

2101 W. Carroll Ave.
Chicago, IL 60612

Phone 312.253.1800
Fax: 312.253.1945
hbkengineering.com

UTILITY INFRASTRUCTURE SOLUTIONS
hbk ENGINEERING
A QUANTA SERVICES COMPANY

Project Number: **24-0794**

DECOMMISSIONING PLAN
ILL 0143 COMMUNITY SOLAR PROJECT

Main St, Village of Roscoe, IL 61073

Lat: 42.437271°
Long: -89.014348 °

Prepared for:
Pivot Energy

July 20, 2026

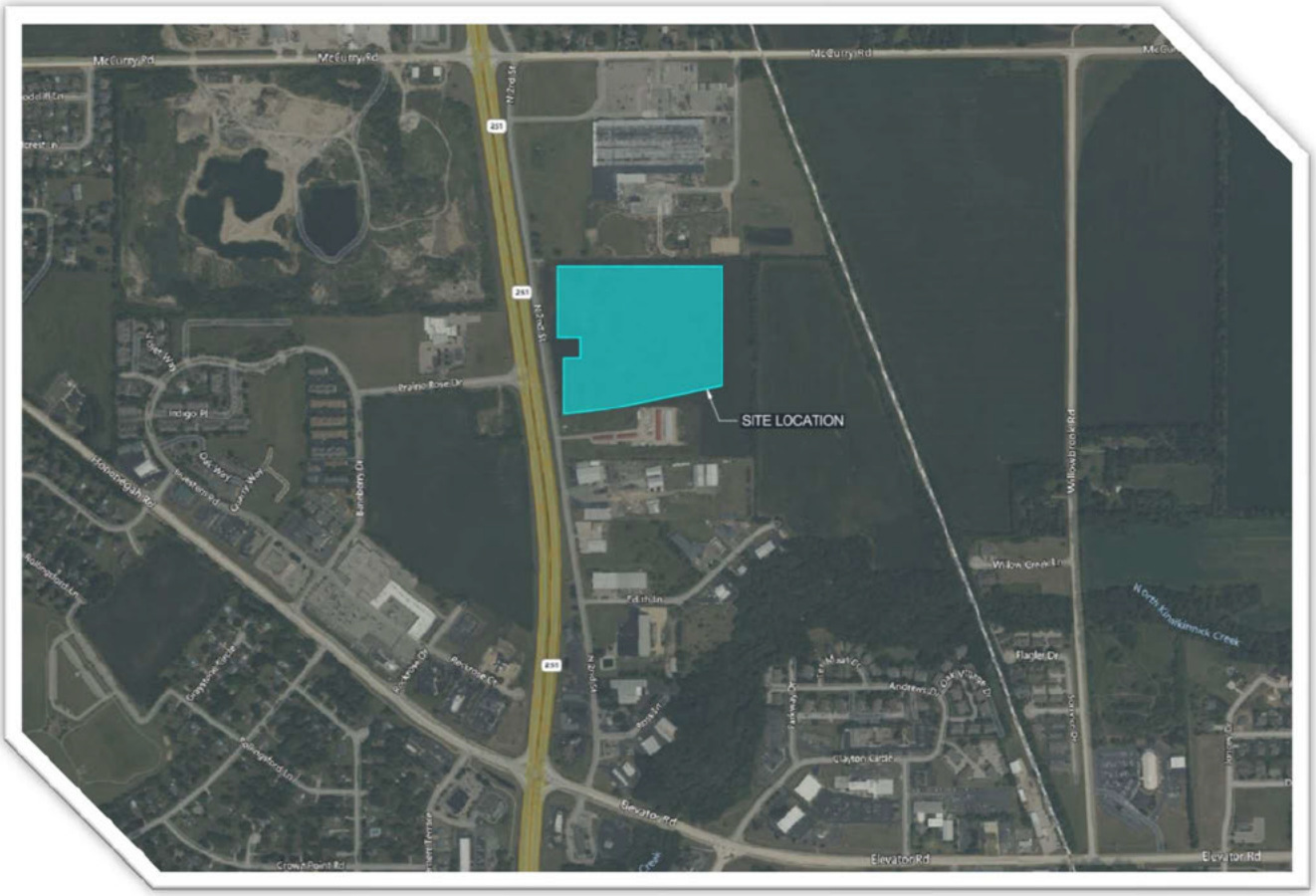


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Site Restoration 4
Permitting Requirement 4
Schedule 5
Decommissioning Cost Estimate 5
Exhibit A – Probable Decommissioning Cost 6
Exhibit B – Site Plan 7

Overview

Pivot Energy is proposing to construct a community solar facility on the east side of Main St and south of McCurry Rd. The facility will be located on the northerly portions of Parcel 04-28-176-003 (6.38 acres) and Parcel 04-28-176-002 (33.96 acres). The proposed fenced solar panels utilize 22.9 acres of Parcel 1. The entirety of the lease area is currently used for the farming of row crops.

The Decommissioning Plan has been prepared to provide the general scope of work and construction cost estimated for the decommissioning and assurance process. This document outlines the decommissioning activities required to restore the site to a meadow condition.

The solar energy generating facility will produce power using photovoltaic (PV) panels mounted on ground supported galvanized metal piles. The facility will generally include equipment pads, perimeter security fencing, underground electrical conduits, utility poles with overhead wires, and a gravel access driveway.

The decommissioning costs have been estimated for facility deconstruction, material disposal, and site restoration. The reported costs include labor, materials, equipment, contractor's overhead, and profit; the labor costs have been estimated using regional labor rates.

Facility Deconstruction

The owner or operator shall notify the Village Planner by certified mail of the proposed date of discontinued operations and plans for removal. All elements of the facility are to be deconstructed and removed from the site for reuse, recycling, or disposal within 90 days after the end of energy production.

The deconstruction of the solar generating facility shall generally include the removal of all solar electric systems, enclosures, cabling, electrical components, roads, foundations, pilings, and other associated facility components. A significant portion of the photovoltaic system at the facility includes recyclable or re-saleable components, including copper, aluminum, galvanized steel, and PV modules. Because of this reuse/resale value, these components will likely be disassembled and salvaged rather than demolished and disposed. Disassembled materials will be salvaged for reuse or sold to decrease project costs.

Prior to the start of deconstruction, Pivot Energy (or current owner/operator) will coordinate with the local electric utility company to disconnect the facility from the power grid. Once disconnection to the utility is made, all electrical equipment that manages the solar energy generation will be disconnected from the PV modules. Electrical connections to the panels will be cut at each panel and the panels removed from the supporting framework. The photovoltaic mounting system framework will be dismantled and recycled. The framework's galvanized support piles will be completely removed and recycled.

Along with the PV modules, inverters, transformers, meters, fans, lighting fixtures, and other electrical equipment will be removed from the facility. The term "hazardous" will be defined by the laws and regulations in effect at the time of decommissioning. However, in the event of a total fracture of a PV panel, their interior materials are silicon-based and may not be considered hazardous materials. Disposal of these materials at a landfill will be governed by State and Public Local Laws of Winnebago County, and the Village of Roscoe, including the Code of Illinois Regulations (COILR) governing waste disposal at county area landfills, as may be amended from time to time.

After removal of the electrical equipment the remaining elements of the facility will be deconstructed and removed, including fencing and gates, driveways and access roads, parking areas, equipment foundations

and slabs, buried conduit and cabling, and other features installed for the security, maintenance, and operation of the facility. Above ground electric cables and utility poles that are not owned by the power utility will be removed, along with associated equipment (isolation switches, fuses, metering) and holes will be filled with clean earth and/or topsoil. Facilities owned by the utility company will be removed by the utility company at their expense. Where feasible or required, materials removed will be diverted from disposal to recycling.

Pivot Energy (or current owner/operator) will consult with the landowner and highway authority to determine if the access driveway on Main St should remain in service to the landowner. If the driveway is to be removed, the contractor will remove all surface and base coarse materials and restore the roadway shoulder per applicable highway standards. Where feasible or required, materials removed will be diverted from disposal to recycling. Drainage culvert pipe, if any, will be removed and the roadside drainage ditch re-established to its pre-construction cross section and longitudinal slope. All disturbed area will be backfilled with suitable earth fill and topsoil and restored with native vegetation.

Erosion and sediment control measures will be installed prior to deconstruction activities and will be maintained until restoration of the site is completed. Protection measures include a stabilized construction entrance, silt fence, concrete washout stations, and ground stabilization practices. The owner/operator will restore the surface of the project site to its pre-construction condition. See *Site Restoration* section for additional information.

If at the time of decommissioning existing regulations require creation and approval of a Sediment and Erosion Control Plan for the deconstruction work, the owner/operator will submit such a plan to the appropriate jurisdictional authority. Deconstruction work at the site will not commence until approval is granted and all erosion control measures are installed.

Noise levels at and near the project site will temporarily increase during deconstruction of the facility. Efforts will be made to minimize the nuisance, such as using proper equipment for removal of the support piles and electrical equipment. Hours of work are assumed to be limited to 8 a day and during daylight. Vehicle traffic in the area may increase temporarily due to crew and equipment movements. A road use agreement may be required by the highway authority during decommissioning work. The contractor will provide appropriate sanitary facilities on site for the workers.

Material Disposal

Many of the components that comprise the solar energy generation facility can be reused or recycled. The deconstruction contractor will take care during disassembly of the photovoltaic panels and electric equipment to prevent damage to reusable elements. Other salvageable materials will be collected, stockpiled, and removed from the site for reuse or recycling. Materials without salvage value will be removed and disposed of in accordance with applicable local, state, and federal regulations.

Pivot Energy (or current owner/operator) and the deconstruction contractor will make best efforts to salvage materials for reuse or recycling. Materials anticipated to be recycled or salvaged for reuse include PV panels, panel framework and support piles, panel tracker equipment, power inverters, electrical transformers, electric panels and equipment, equipment enclosures, conduits and handholes, electric cable, fencing, concrete foundations and slabs, and gravel. With permission from the landowner, gravel from the access driveway, road and parking areas may be reused as general fill on-site as part of the restoration process.

All materials not salvaged for reuse will be separated and sorted for recycling or disposal prior to transport from the site. After all materials have been removed the contractor will perform a thorough walkdown of the site and adjacent land to collect and remove any debris or trash that remains from the deconstruction process. Erosion control measures will remain in place and be maintained until site restoration is completed and then be removed for disposal.

Site Restoration

The objective of the restoration phase of the decommissioning is to restore the project site to the topographic and vegetated conditions that existed immediately prior to construction of the solar energy generation facility. Ground that was altered or disturbed for construction and de-construction of the facility will be filled and/or graded to approximate the elevation and contour of the land pre-construction. Composition and quality of soil to be imported for filling and grading purposes will be coordinated with the landowner.

Filling will be required in areas where gravel has been removed, including the access road, vehicle parking and vehicle turnaround areas. Filling will also be required at locations of electrical equipment foundation removal. The areas will be graded to blend with the slope and elevation of adjacent ground. If the access road entrance driveway is removed as part of the decommissioning, grading will be required to re-establish the cross-sectional shape and longitudinal slope of the roadside drainage ditch.

After removal of the fencing, PV panels, support framework, and piles, the area previously occupied by the solar array will be evaluated to determine the type and amount of restoration needed. Holes and ruts will be filled with approved soil and graded to blend with adjacent ground. Areas of uneven ground that have developed as a result of facility operations and that may inhibit drainage of stormwater will be contoured to re-establish unobstructed flow of runoff. Since no site grading is proposed for installation of the solar array it is anticipated that there will be minimal to no need for regarding the project site, outside those areas specifically noted herein.

All areas of bare ground within the project limits will be stabilized with a seed/mulch covering applied by hydroseeding. Composition of seed mix will be coordinated with the landowner and in compliance with applicable village and county regulations. Mix and application method for seeding within Main St right-of-way, if required, will be coordinated with the applicable jurisdiction.

Sediment and erosion control measures will remain in place until vegetation is established, as defined by applicable regulations. Any area disturbed by the removal of erosion control measures will be suitably repaired with topsoil and seed to promote the infill of vegetated groundcover.

Permitting Requirement

Based on current regulatory requirements, the following approvals and/or permits will be required for decommissioning work to be performed:

- Coverage under “General NPDES Permit No. ILR10” for Storm Water Discharges from Construction Site Activities, administered by the Illinois EPA
- Building or Site Development Permit, administered by local and/or county authority

The applicability of these approvals/permits will be reviewed at the time of decommissioning. At that

time, the owner/operator will also review and apply for any new regulatory approvals that may have been enacted after the facility was put into operation.

Schedule

The duration of the decommissioning process is anticipated to be five to eight (5-8) months. This includes time for application for permit approvals, mobilization, and deconstruction/restoration of the site. Once the facility is disconnected from the power grid, activities to remove all materials and restore the site are anticipated to be completed within 5 months. Deconstruction and restoration work will occur outside of the winter season.

Decommissioning Cost Estimate

The estimated cost to deconstruct the solar energy generation facility and restore the land is provided as *Exhibit A – Probable Decommissioning Cost*. Pricing is based on current labor, equipment, and material costs for similar work in the region. It is anticipated that the estimate will be reviewed every five (5) years and adjusted as necessary to reflect changes in unit costs and/or external influences on the scope of work.

Battery Energy Storage Systems (BESS) are expected to retain substantial resale value, particularly within the first 10 years of operation. During this period, the estimated resale value would likely exceed the costs associated with removal and transportation of the battery units by a substantial amount. To maintain a conservative approach, these potential salvage values have not been included in the decommissioning cost estimates presented in *Exhibit A*. In future decommissioning cost estimates, the residual value of the BESS is expected to come primarily from its recyclable materials, such as lithium, copper, aluminum, and steel, rather than from reuse. These recyclable materials would help offset the costs associated with site restoration.

According to the Solar AIMA, the Financial Assurance shall be phased in over the first eleven (11) years of the project as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the Village of Roscoe with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the Village of Roscoe with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the Village of Roscoe 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.

- - End of Plan - -

Exhibit A – Probable Decommissioning Cost

PROBABLE DECOMMISSIONING COST
ILL 0143

DC System: 5974.00 kW
AC System: 2988.00 kW

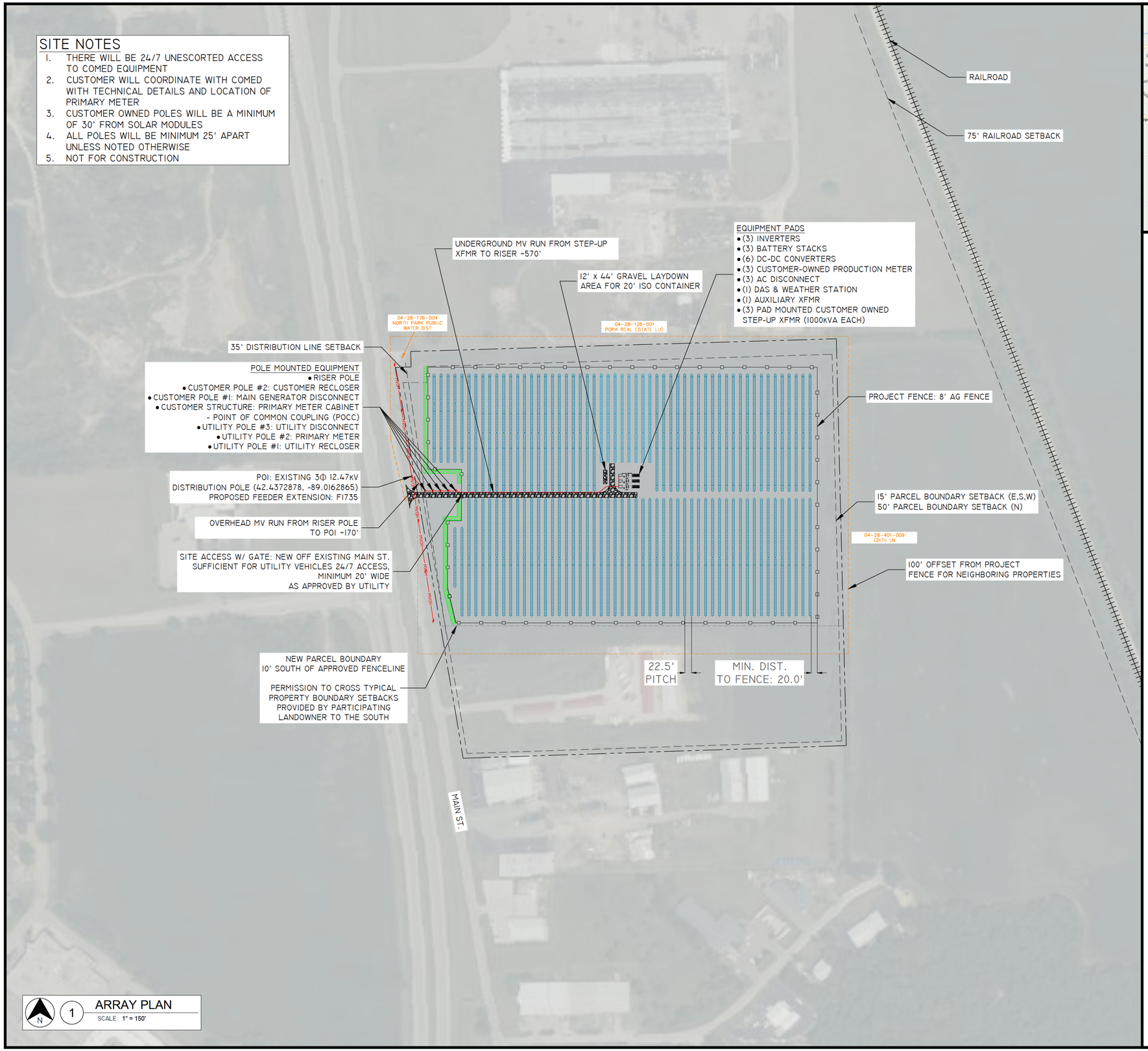
Date: 7/20/2026

ID	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	ITEM TOTAL	TOTAL
	DECONSTRUCTION					
1	PV Panel Removal	10,300	EA	$2.55	$26,265.00	
2	Inverter, Disconnection and Removal (1,200 kW)	3	EA	$12,660.35	$37,981.05	
3	Transformer, Disconnection and Removal	3	EA	$6,330.18	$18,990.54	
4	Racking Piles Removal (~17' long, 11 lbs/ft, ~1 per 5 modules)	2,060	EA	$26.68	$54,960.80	
5	Racking (torque tubes & supports, 8 tubes/day, 10 lbs/ft)	107	EA	$195.27	$20,893.89	
6	Tracker Motors (50 lbs/motor)	4	EA	$42.80	$171.20	
7	DC Wiring (~0.05 lbs/ft)	167,890	LF	$1.10	$184,679.00	
8	AC Wiring (~0.37 lbs/ft)	25,184	LF	$0.53	$13,347.26	
9	Fencing (~3 lbs/ft)	4,235	LF	$3.14	$13,297.90	
10	General Demolition	2	DAYS	$4,057.71	$8,115.42	
11	Utility Pole Removal	6	EA	$495.91	$2,975.46	
12	Landscaping Removal	1	LS	$5,157.37	$5,157.37	
13	Culvert Removal	1	DAYS	$6,330.18	$6,330.18	
14	Switchgear (2,500 lb), Disconnection and Removal	4	EA	$12,660.35	$50,641.40	
15	Electrician Crew	5	DAYS	$2,479.51	$12,397.55	
16	Equipment Pad, Removal	1	LS	$1,859.63	$1,859.63	
17	Transportation Costs (2 trucks/day, 80 days, 8 hrs/day, $80/hr)	160	Truck-days	$793.45	$126,952.00	
	SUBTOTAL					$585,015.65
	SITE RESTORATION					
18	Seeding (hydroseed)	12	AC	$5,805.38	$69,664.56	
19	Site Cleanup	22.9	AC	$619.88	$14,195.25	
20	Excavation, Material Removal (gravel, concrete)	403	CY	$24.80	$9,994.40	
	SUBTOTAL					$93,854.21
	OTHER COSTS					
21	Contractor Profit	10%	%	$678,869.86	$67,886.99	
22	Contractor Overhead	5%	%	$678,869.86	$33,943.49	
23	Contractor Insurance	2%	%	$678,869.86	$13,577.40	
24	Permit Fees	1	LS	$2,324.80	$2,324.80	
25	Mobilization	1	LS	$11,624.00	$11,624.00	
	SUBTOTAL					$129,356.68
	BESS Costs					
26	Battery Stack Removal	3	EA	$1,225.00	$3,675.00	
27	BESS Pad Removal (approx. 10'x50')	3	EA	$3,720.00	$11,160.00	
28	BESS Duct Bank and Cable Removal	240	LF	$12.75	$3,060.00	
29	Battery Stacks Available for Reuse/Repurposing in 2031	0	EA	-	$0.00	
30	Cost of Recycling Batteries in 2031	0	EA	-	$0.00	
	SUBTOTAL					$17,895.00
	SALVAGE COSTS					
31	Modules Available for Reuse/Repurposing in 2031	10,300	EA	-$43.60	-$449,080.00	
32	Cost of Recycling Modules in 2031	0	EA	$26.67	$0.00	
33	CPS SCH125KTL Inverter Scrap Value	3	EA	-$2,800.00	-$8,400.00	
34	Transformer Scrap Value	3	EA	-$7,732.46	-$23,197.38	
35	MV Cable Scrap Value	25,184	LF	-$0.12	-$3,022.02	
36	Cable Scrap Value	167,890	LF	-$0.16	-$26,862.40	
37	Scrap Steel	507,790	LB	-$0.11	-$55,856.90	
	SUBTOTAL					-$566,418.70
	GRAND TOTAL (Excluding Salvage Costs)					**$826,121.53**
	GRAND TOTAL (Including Salvage Costs)					**$259,702.83**
1.	Costs derived from 2021 RS Means manual Sitework & Landscape Costs, extrapolated to 2026 using ENR Construction Cost Indexes.					
2.	Material salvage values are based upon estimated 5 year future salvage values.					

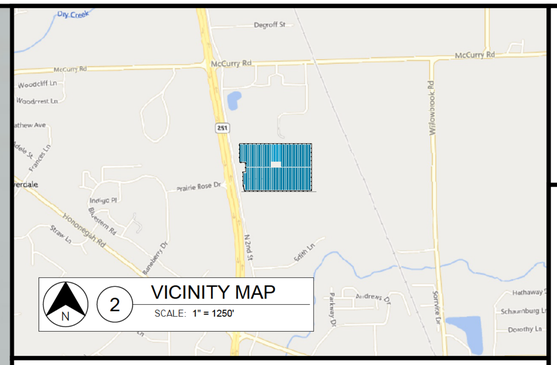
Exhibit B – Site Plan

SITE NOTES

1. THERE WILL BE 24/7 UNESCORTED ACCESS TO COMED EQUIPMENT
2. CUSTOMER WILL COORDINATE WITH COMED WITH TECHNICAL DETAILS AND LOCATION OF PRIMARY METER
3. CUSTOMER OWNED POLES WILL BE A MINIMUM OF 30' FROM SOLAR MODULES
4. ALL POLES WILL BE MINIMUM 25' APART UNLESS NOTED OTHERWISE
5. NOT FOR CONSTRUCTION



N 1 ARRAY PLAN
SCALE: 1" = 150'



N 2 VICINITY MAP
SCALE: 1" = 1250'

SYSTEM SPECIFICATIONS

- SYSTEM SIZE: 5974.00kW$_{DC}$ / 2988kW$_{AC}$
- BESS PLATFORM: (3) LG-JF24HRDC-LINK
  - BESS NAMEPLATE CAPACITY: 15330kWH
  - BESS DISCHARGE POWER CAPACITY: 2988kW
- PV MODULE: (10300) SILFAB SIL-580 XM+ 580W
- PV RACKING: (4) ATI DURATRACK SINGLE-AXIS TRACKER
- INVERTER: (3) EPC CAB1000/AC-3L.2-600V 1200kW
  - INVERTER POWER CURTAILED TO 996kW
  - POWER FACTOR: 1.0
- GROUND COVERAGE RATIO: 0.33
- FENCED AREA: 22.9ACRES

SITE SPECIFICATIONS

- PARCEL ID: 0428176002, 0428176003
- ZONING SETBACKS: ASSUMED 50' FROM PARCEL BOUNDARY
- UTILITY: COMED
  - INTERCONNECTION SERVICE VOLTAGE: 12.47kV
- ASHRAE 2% AVG HIGH TEMP: 32.7°C
- ASHRAE EXTREME LOW TEMP: -25.3°C
- EPC TO DETERMINE DC COMBINER USAGE AND LOCATIONS

LEGEND

- ACCESS ROAD
- AREA OF INTEREST
- HIGH VOLTAGE OVERHEAD ELECTRICAL LINES
- MEDIUM VOLTAGE OVERHEAD ELECTRICAL LINES
- MEDIUM VOLTAGE UNDERGROUND ELECTRICAL LINES
- LOW VOLTAGE ELECTRICAL LINES
- FENCELINE
- PARCEL BOUNDARY
- FIRE ACCESSWAYS
- FLOOD PLAIN
- OBSTRUCTIONS
- SETBACKS
- TREE REMOVAL
- VEGETATIVE BUFFER
- WETLAND AREA

REV	DRWN	DATE	DESCRIPTION
3	NGS	2026.07.09	CUP DESIGN UPDATES
2	NGS	2026.05.28	EQUIPMENT UPDATE. ADDING VEGETATIVE BUFFER.
1	NGS	2025.10.20	INCORPORATING BESS
0	JCL	2025.06.20	PRELIMINARY DESIGN

THIS DOCUMENT IS THE PROPERTY OF PIVOT ENERGY; THE INFORMATION CONTAINED IN THIS DOCUMENT SHALL NOT BE REPRODUCED OR DISCLOSED TO OTHERS WITHOUT THE WRITTEN CONSENT OF PIVOT ENERGY.

Pivot Energy
1601 WEWATTA ST, SUITE 700
DENVER, CO 80202
888-734-3033

ILL0143-MAINST-WINNEBAGO
42.437271, -89.014348
ROSCOE, IL 61073

DATE: 2026.07.09

E100
ARRAY PLAN

EXHIBIT I: AGENCY CORRESPONDENCE

Illinois Department of
Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
http://dnr.state.il.us

JB Pritzker, Governor
Natalie Phelps Finnie, Director

June 12, 2026

Liz Reddington
Pivot Energy
444 W Lake St
#1700
Chicago, IL 60606

RE: Pivot Energy IL 143 LLC
Project Number(s): 2617397
County: Winnebago

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

However, the Department recommends:

Establishing pollinator-friendly habitat as groundcover wherever feasible. Solar Site Pollinator Establishment Guidelines can be found here:
https://dnr.illinois.gov/conservation/pollinatorscorecard.html

The site should be de-compacted before planting.

Long term management of the site should be planned for prior to development to ensure successful native pollinator habitat establishment and prevent the spread of invasive species throughout the lifetime of this project. An experienced ecological management consultant should be hired to assist with long-term management.

Required fencing, excluding areas near or adjacent to public access areas, should have a 12-inch gap along the bottom to prevent the restriction of wildlife movement. Woven wire or a suitable habitat wildlife friendly fence should be used. Barbed wire should be avoided.

Trees should be cleared between November 1st and March 31st. All night lighting should follow IDA guidance.

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This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Isabella Allyn

Isabella Allyn
Division of Ecosystems and Environment
217-785-5500

Illinois Department of Natural Resources
JB Pritzker, Governor • Natalie Phelps Finnie, Director
One Natural Resources Way • Springfield, Illinois 62702-1271
www.dnr.illinois.gov

Winnebago County
Roscoe
12011 Main Street
Section:28-Township:46N-Range:2E
IPA, NPDES
New Construction of a Solar Project,
Pivot Energy Illinois 143 LLC

PLEASE REFER TO: SHPO LOG #013040826

May 5, 2026

Natalie Zenk
Prairie Archaeology & Research, Ltd.
P.O. Box 5603
Springfield, IL 62705

The Illinois State Historic Preservation Office is required by the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17 IAC 4180) (Act) to review all state undertakings for their effect on cultural resources. Pursuant to this requirement, we have received information regarding the above referenced project for our comment.

According to the information provided there is no federal involvement in your project. Be aware the state law is less restrictive than the federal cultural resource laws concerning archaeology. If your project will use any federal loans or grants, need any federal agency permits (including non-reporting), use any federal property, or involve any assistance from a federal agency, then your project must be reviewed under the National Historic Preservation Act of 1966, as amended. Please notify us immediately if such is the case so we can determine which entity should initiate consultation. Additional archaeological survey may be necessary.

No historic properties were identified within the area of potential visual effects. Additionally, our files do not identify any known archaeological sites within the area of potential direct effects, nor is it within a high probability area for archaeological resources as defined in the Act. Accordingly, this project is **EXEMPT** from archaeological survey requests pursuant to Section 6 of the Act. An archaeological survey is not *required* under state law as there is no public funding nor is it on public land.

Since the area has never been surveyed for archaeological resources, however, it is possible that historic properties are present but remain unidentified. *The project area is classified as having a medium-high to high probability of containing archaeological resources per the Illinois Archaeology Predictive Model (IAPM), which is not tied to the Act.* Please consider assisting the State of Illinois in its efforts to preserve and protect historic resources by sharing with us the results of any due diligence archaeological surveys. Early awareness of the presence of historic properties may help prevent unanticipated discoveries and potential construction delays.

This letter remains in effect for two (2) years from the date of issuance. This does not pertain to any discovery during construction, nor is it a clearance for purposes of the Illinois Human Remains Protection Act (20 ILCS 3440). If further assistance is needed please contact Jeff Kruchten, Principal Archaeologist, at 217/785-1279 or jeff.kruchten@illinois.gov.

Sincerely,

Carey L. Mayer

Carey L. Mayer, AIA
Deputy State Historic Preservation Officer