

AMERESCO LEE COUNTY RNG LLC PIPELINE PROJECT --
LEE COUNTY ROAD USE AGREEMENT

THIS AGREEMENT (the “Agreement”), dated August 22, 2024, is entered into by and between Lee County, Illinois (the “Road Authority”), and Ameresco Lee County RNG LLC, a Delaware limited liability company (“Ameresco”).

RECITALS

- A. Ameresco intends to modify, replace, and/or install pipeline facilities to connect Ameresco’s gas processing facility to a Kinder Morgan pipeline (referred to as the “Ameresco Project” or the “Project”) through various portions of Lee County, Illinois (the “County”).
- B. Ameresco desires to use County and Township roads for pipeline maintenance purposes over which it will be necessary for Ameresco and its respective agents, contractors, subcontractors, material suppliers, vendors, employees, respective transport providers and designees (hereinafter referred to as “Ameresco’s Parties” or “its Parties”) to travel despite the fact that such roads may not be designed or presently constructed to handle the road usage needed for pipeline construction and construction activities will result in the loss of useful life of the roads and visible damage to the roads may also be apparent.
- C. The Road Authority is willing to allow Ameresco to use certain roads for construction of the Ameresco Project subject to the terms of this Agreement.
- D. The County is directed and authorized pursuant to the Counties Code, 55 ILCS 5/5-101 *et seq.*, and the Illinois Highway Code, 605 ILCS 5/5-101 *et seq.* (the “Highway Code”), to construct, administer, operate and maintain highways in Lee County, Illinois, acting by and through its County Engineer (the “County Engineer”). To the maximum extent permitted, the Lee County Board appoints the County Engineer to act as a Road Authority on behalf of the County under this Agreement. Such appointment to act on behalf of the County includes, but is not limited to, the authority to approve or reject permit applications, road closures, issue notices, and agree to repairs.
- E. Section 9-113 of the Highway Code grants to the Road Authority the authority to impose reasonable rules, regulations and specifications for the use of local roads by public and private utilities.
- F. Section 9-113.01 of the Highway Code imposes liability on public or private utilities for any damage to local roads.
- G. Section 9-122 of the Highway Code imposes liability for destruction or injury to a public bridge or culvert and permits recovery for all necessary costs for rebuilding or repairing a bridge or culvert.
- H. Whenever the consent or approval of any party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and,

in all matters contained herein, the Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties hereto agree as follows.

SECTION 1: ROAD AUTHORITY APPROVALS

(A) The Road Authority approves Ameresco's use of certain local roads, as designated on the Construction Traffic Haul Route Maps attached hereto as Exhibit "A" (hereinafter referred to as the "Approved Roads").

(B) The Road Authority approves the modifications, replacements, and/or installations of pipeline facilities identified by Ameresco on the attached Exhibit "B" (hereinafter referred to as the "Scope of Work").

(C) The Road Authority shall issue permits for overweight and oversize vehicles to Ameresco and Ameresco's Parties in a timely manner upon the filing of permit applications. All overweight and oversize vehicles shall require a permit from the Road Authority and written requests for such permits shall be accompanied by permits obtained from Illinois Department of Transportation ("IDOT"). The permit fees are as follows:

Overweight vehicles:	\$200.00 per mile (rounded up in ½ mile increments)
Oversized vehicles:	\$200.00 per mile (rounded up in ½ mile increments)
Overweight & oversized vehicles:	\$400 per mile (rounded up in ½ mile increments).

Vehicle permits during the road posting period (if applicable) will be issued as weather conditions permit. The form of the overweight/oversize vehicle permit is attached hereto as Exhibit "E." In the event Ameresco fails to obtain a required vehicle permit or fails to comply with the provisions of a vehicle permit, the Road Authority may issue a notice of violation in the form attached hereto as Exhibit "C" (a "Notice of Violation") and may impose a fine of \$2,500.00 for each violation and Ameresco shall pay any fine imposed within fifteen (15) business days.

(D) Beginning with the month Ameresco starts construction on the Project through completion of construction of the Scope of Work, Ameresco shall pay the Road Authority a monthly fee of Five Hundred Dollars (\$500.00), payable on the first day of each month, to compensate the Road Authority for time spent on this Project by the Road Authority before and after the execution of this Agreement so that the Road Authority's taxpayers do not bear any financial burden as result of the construction of Project. The monthly fees are not refundable and shall not be prorated.

SECTION 2: AMERESCO'S UNDERTAKINGS

(A) Ameresco agrees to, and shall cause Ameresco's Parties to abide by the terms and conditions set forth in this Agreement. Although the paragraphs in this Agreement refer to Ameresco, the Parties agree that Ameresco is responsible for Ameresco's Parties abiding by the

terms and conditions set forth in this Agreement and Ameresco shall be responsible for any breach by Ameresco's Parties of the terms and conditions set forth in this Agreement.

(B) Ameresco shall preserve and protect all properties, real and personal, of property owners against damages caused by its activities, and Ameresco shall assume full responsibility for reimbursing owners for any damage or injury to such properties which is caused by Ameresco.

(C) All pipeline construction traffic, except for passenger vehicles used by employees and representatives of Ameresco and its Parties reporting to the construction job site, shall use exclusively the Approved Roads and shall not use other local roads. In the event this provision is violated by Ameresco or Ameresco's Parties, (including empty return trips after material or equipment has been unloaded), the Road Authority may impose a fine of \$1,000.00 per occurrence on Ameresco to be paid within ten (10) business days of written notice of violation. When imposing such a fine, the Road Authority shall provide Ameresco with the approximate time and location of the violation.

Ameresco shall also be obligated to repair any road damage resulting from improper use of local roads by Ameresco or Ameresco's Parties. If Ameresco causes damage to a local road which is not an Approved Road, Ameresco shall be responsible for all road repairs reasonably necessary to repair such damages, and such repairs shall be made at Ameresco's expense in accordance with the terms and conditions provided for in this Agreement for road repairs.

(D) Ameresco shall make all reasonable efforts to use private rights-of-way for construction of the pipeline in order to minimize the impact of its construction activities on the public roadways and roadway appurtenances.

(E) Ameresco and its Parties shall not use local roads or rights-of-way as storage or staging areas or as parking areas for vehicles and equipment.

(F) Ameresco shall pay for the cost of inspection of all structures on the Construction Traffic Haul Route depicted on Exhibit A. The inspection will be ordered by the Lee County Engineer and shall be performed in accordance with the National Bridge Inspection Standards and a load rating of all load carrying components of any such structures shall be determined. (hereinafter the "**Structure Inspection Report**"). A copy of the Structure Inspection Report and the load ratings shall be delivered to Ameresco upon completion. The Structure Inspection Report shall set forth recommendations as to actions, if any, to be taken in advance of the Ameresco Project construction to assure that the structures located on the Haul Route can withstand the volume and weight of Ameresco Project construction vehicles. If the Structure Inspection Report concludes that a structure is structurally insufficient to handle the projected loads, it shall not be used by AMERESCO or AMERESCO shall present a plan, developed by a structural Engineer, to improve the structure to provide structural capacity for Ameresco Project construction. The Structure Inspection Report shall also include estimates of the cost to replace structures in accordance with current standards as set forth in the January 2006 Bureau of Local Roads and Streets Manual (and any updates thereto) issued by IDOT and the "Standard Specifications for Road and Bridge Construction" (and any updates thereto) issued by IDOT. Before Ameresco Project construction may proceed, the Lee County Engineer must approve the Structure Inspection Report, including

the plan for pre-construction improvements (if any). The Lee County Engineer may not unreasonably withhold or delay granting his approval of the Structure Inspection Report.

(G) Ameresco shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices and designate work zones and construction activities affecting the local roads in accordance with the Manual on Uniform Traffic Control Devices.

(H) Ameresco, upon the request of the Road Authority, shall obtain and post traffic signs at its expense, including signs advising "No Pipeline Construction Traffic" at various locations as an aid to traffic management. All such signage or postings shall comply with the Manual on Uniform Traffic Control Devices (the Illinois Supplement and any updates thereto) issued IDOT (hereinafter referred to as the "Manual on Uniform Traffic Control Devices").

(I) Ameresco and its Parties transporting oversize and overwidth loads shall use the Approved Roads during daylight hours only.

(J) In accordance with permits issued by State authorities and as otherwise required by the Illinois Vehicle Code (and regulations promulgated thereunder), oversize/overweight vehicles shall display slow moving vehicle emblems and provide escort vehicles and related signage and lighting, to the end of protecting public safety and property.

(K) Ameresco and its Parties shall comply with the time limits established by the Road Authority with respect to any requested closures of Approved Roads; provided, however, this requirement shall not apply to road repair activities. In any event, no such road closure shall exceed two (2) hours and the exact time of such closures shall be approved by the Road Authority, such approval shall not be unreasonably withheld. Ameresco shall provide reasonable notice to the County Emergency Services and Disaster Agency, local law enforcement agencies, affected rural mail providers, affected school districts and fire protection and ambulance service providers of road closings prior to closing any roads, portion of roads or intersections. In the event this provision is violated by Ameresco or its Parties, the Road Authority may impose a fine on AMERESCO of \$1,000.00 for each fifteen (15) minute increment that the approved road closure period is exceeded and said fine shall be paid within ten (10) business days of written notice.

(L) Ameresco shall provide dust control and ensure that construction areas and routes are free and clear of mud, dirt, debris, garbage, obstructions or hazards. Upon the request of the Road Authority, Ameresco shall clear any mud, dirt, debris, garbage, obstructions or hazards related to Ameresco's activities from a Road Authority road, culvert, or ditch prior to dusk on the day such a request is made. If a road hazard exists, Ameresco shall take immediate action to make the Road Authority road safe for the motoring public. If such hazard remediation cannot be completed prior to dusk on the day the hazardous condition is discovered, Ameresco shall protect the motoring public by placing, as needed, illuminated or night condition warning signs and other necessary measures pending the remediation of the hazard within twenty-four (24) hours. If Ameresco fails to act after receiving the request of the Road Authority or his designee, the Road Authority may take remedial action and recoup expenses from Ameresco and may close the road until the road is made safe.

(M) Ameresco, at its expense, shall post signs concerning road hazards, construction activities, road closures, *et cet.* so as to protect the motoring public. All signs, including the placement of such signs, shall comply with the Manual on Uniform Traffic Control Devices.

(N) In the event that Ameresco moves a traffic control device in order to accommodate its construction traffic, such device shall be immediately replaced by Ameresco in accordance with the Manual on Uniform Traffic Control Devices at its expense.

(O) While the Ameresco Project is under construction, construction schedules shall be provided weekly by Ameresco to the Road Authority. In the event the construction schedule changes, Ameresco promptly shall provide the amended schedule to the Road Authority.

(P) Construction traffic shall be scheduled in a way to reasonably minimize the adverse impact on local agricultural truck transport. In the event of traffic conflicts, priority shall be given to emergency response vehicles, rural mail delivery, transportation of children to and from school, and the transportation of agricultural commodities and implements of husbandry. Ameresco agrees that it shall coordinate with the Road Authority the scheduling of construction traffic as necessary or as requested by either Party.

(Q) While traveling on aggregate roads, construction vehicles shall limit their speed to thirty-five (35) miles per hour.

(R) Ameresco shall submit applications to the Road Authority for Access permits, Overweight/Oversized Vehicles permits, and Utility Installation permits. Forms for these permits are attached hereto as Exhibits "D," "E," and "F" respectively. If there are any inconsistencies between the permit forms and this Agreement, the Agreement shall control.

(S) The Road Authority and/or its designee(s) shall have unfettered access to the Approved Roads to inspect the roads, culverts, and adjacent ditches.

(T) Ameresco shall reimburse the Road Authority for all reasonable inspection, observation, and coordination costs, including, but not limited to, engineer fees, incurred in connection with any and all road issues relating to the construction of the pipeline and repairs to the Road Authority roads and all roadway appurtenances. Payments shall be made within thirty (30) calendar days of receipt of such engineering bill or other bills by Ameresco.

(U) Ameresco agrees to reimburse the Road Authority for all attorneys' fees and costs associated with the negotiation, drafting, and execution of this Agreement, the ongoing review of compliance with the Agreement, the review of all notices and documents in connection with this Agreement or any extension, amendment or modification thereof, and all other legal work required by the Road Authority in connection therewith. If any action at law or in equity is brought by the Road Authority to enforce this Agreement and the Road Authority prevails in such litigation, the Road Authority shall be entitled to receive from Ameresco reasonable attorneys' fees and costs incurred, in addition to any other relief to which the Road Authority may be entitled.

(V) If work during the construction phase of the Ameresco Project is suspended for more than thirty (30) days, due to seasonal conditions or other cause, Ameresco, at Ameresco's expense, shall take such measures as laying additional aggregate and asphalt, installing barriers, posting signs and providing interim repairs or protections, as may be reasonably directed by the Road Authority to render the Road Authority roads safe for vehicular traffic during the period such work is suspended.

(W) Ameresco and its Parties shall not engage in construction activities on Road Authority roads or rights-of-way without the Road Authority's approval during the spring posting season.

(X) In connection with the pipeline construction, Ameresco shall comply with requirements of the Joint Utility Locating Information for Excavation ("JULIE") system. Ameresco shall provide JULIE with the necessary information to update their records and memorialize the locations where the pipelines cross the Road Authority road rights-of-way. Ameresco shall preserve and protect all properties of public utility companies, such as lines, conduits, gas or water pipes, sewers and tile lines which run over, through or under any part of the roads used by Ameresco. It shall be Ameresco's responsibility to contact the various public utility companies and locate their properties before any construction shall start and Ameresco shall assume full responsibility for reimbursing owners for any damage or injury to such properties which may be caused by Ameresco's operations.

(Y) For road work performed at the direction of Ameresco, Ameresco agrees to retain the services of a contractor approved by the Road Authority, which approval shall not be unreasonably denied. With regard to work performed on Road Authority roads, contractors and subcontractors shall be pre-qualified by IDOT to perform the work such parties are hired to perform. Upon request, Ameresco shall provide to the Road Authority documents establishing that a contractor or subcontractor has been pre-qualified by IDOT. In the event a contractor or subcontractor loses pre-qualified status with IDOT after being awarded a contract for work, but before starting work, the contractor or subcontractor shall not be permitted to perform work on the Road Authority roads. Road repair work shall be performed in a good and workmanlike manner and in accordance with the "Standard Specifications for Road and Bridge Construction," current edition, issued by IDOT. All materials used on the Road Authority roads in connection with the construction of the pipeline and repair or improvement of Road Authority roads and roadway appurtenances shall be IDOT inspected and approved. Any contractor performing work on a Road Authority road shall pay prevailing wages in accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*

(Z) Following completion of Ameresco's use of the Approved Roads ("Project Completion"), Ameresco shall bear financial responsibility for necessary repairs to the Road Authority Roads as a result of Project construction (the "Road Work"). Damage requiring immediate repair to ensure the safety of the motoring public may also trigger Ameresco's obligation to perform or pay for Road Work. The term "damage" as used in this Agreement shall be interpreted in the broadest sense and shall include, but is not limited to, bleeding, rolling, breaking, washboarding, damage to the road surface, subsurface, bridges, box culverts, culverts, drainage tiles, signs, or adjacent ditches. The Parties expressly acknowledge that, but for the activities of Ameresco and its Parties, the Road Authority Roads would not require improvements, reconstruction, or significant repairs to accommodate the current use of the Road Authority Roads by the motoring public; accordingly,

the Road Authority shall not contribute any funds for the Road Work required upon Project Completion.

The Parties acknowledge that the scope of post-Project construction Road Work cannot be determined at the time this Agreement is executed because the loss of useful service life of the roads, bridges and box culverts is subject to various factors, including, but not limited to, weather conditions during Project construction. The Parties do not anticipate that the Approved Roads will exhibit visible damage as a result of Ameresco's construction activities; however, in the event that the Approved Roads exhibit visible damage, Ameresco shall be financially responsible for repairs. The Parties also acknowledge that damage requiring Road Work is not limited to visible damage. In addition, a Life-Cycle Cost Analysis will be performed upon Project Completion to provide the basis for reimbursing the Road Authority for reduction in remaining pavement service life of the Approved Roads.

Upon Project Completion, the Road Authority, a representative from Ameresco, and civil engineers as the Parties may select, shall meet and review the condition of the Approved Roads and discuss the required Road Work. Following the on-site review of the Approved Roads, the Parties shall make a good faith effort to promptly and mutually agree to the needed Road Work, as well as the cost of the Road Work and loss pavement service life so that a lump sum amount (the "Road Repair Payment") shall be paid by Ameresco to the Road Authority.

If the Parties cannot agree upon Road Repair Payment after a good faith attempt to resolve the dispute or upon written demand by either Party, the Parties, within twenty-one (21) calendar days shall select a neutral engineer for resolution of the dispute (the "Neutral Engineer"). The Neutral Engineer shall be an independent civil engineering firm which is mutually acceptable to the parties and has experience in rural Illinois and is licensed in the State of Illinois. The Parties and the Neutral Engineer shall promptly agree to procedures for submitting position papers and information to the Neutral Engineer and for an on-site inspection (if needed) by the Neutral Engineer. The Neutral Engineer shall complete its review and inspection within thirty (30) business days of its engagement by the Parties and issue its written report. The determination of the Neutral Engineer shall be binding upon the Parties. The costs for such inspection and report by the Neutral Engineer shall be paid by Ameresco.

Acceptable Neutral Engineers include:

- (1) Farnsworth Group
2709 McGraw Drive
Bloomington, IL 61704
309-663-8435
- (2) Hanson Professional Services Inc.
1525 Sixth Street
Springfield, IL 62703
217-788-2450

- (3) Fehr Graham
4440 Ash Grove Drive
Springfield, IL 62711
217-793-8600.

(AA) In the event Ameresco reimburses the Road Authority for work performed by the Road Authority (to address an immediate public safety concern or as requested by Ameresco), Ameresco shall pay for the Road Authority's work in accordance with Motor Fuel Tax Equipment Rates in effect at the time the Road Work is performed. Payments shall be made within thirty (30) calendar days from receipt of invoice by Ameresco.

(BB) In connection with the Project, Ameresco has deposited the sum of Twenty-Five Thousand Dollars (\$25,000.00) with the Lee County Treasurer (the "Deposit"). Ameresco agrees the Deposit may be used by the County and any other Road Authorities entering into a road use agreement related to the Project to pay for third-party expenses incurred by a Road Authority (for example, reasonable attorney fees) and to ensure Ameresco's performance of its obligations under this Agreement, including providing financial security to the Road Authority for the cost of Road Work for which Ameresco is otherwise responsible under this Agreement during and after Ameresco Project construction. Should the Road Authority's out of pocket cost or expense of performing any of Ameresco's financial responsibilities under this Agreement exceed the Deposit amount, Ameresco shall remain liable for any additional cost or expense and shall replenish the Deposit upon written request by Lee County.

- (1) The Road Authority shall use the Deposit to pay third party expenses. In the event of a default under this Agreement by Ameresco, the Road Authority shall not draw on the Deposit unless and until fourteen (14) calendar days after the receipt by Ameresco of a written notice specifying such default; if, after said fourteen (14) day period, (1) Ameresco does not cure the default OR (2) if the nature or extent of the obligation is such that more than fourteen (14) days are required, and Ameresco has not begun diligently pursuing actions to remedy the default.
- (2) The Deposit shall remain in place to cover repairs that may be required for damage to farm drainage tiles or resulting depressions which may occur for the one (1) year period following Ameresco's delivery of Road Repair Payments to affected Road Authorities. The Deposit shall be returned to Ameresco within thirty (30) days following the expiration of the one (1) year period, unless otherwise required by Lee County ordinance.

(CC) The Parties acknowledge that there may be farm drainage tiles located under roads to be used by AMERESCO for construction of the pipeline. In the event that drainage tiles are damaged as a result of Ameresco Project construction, Ameresco shall replace said tiles, within the entire section of the affected road right-of-way, with Schedule 40 pipes approved by IDOT, unless otherwise directed by the Road Authority. The Parties expressly acknowledge that a damaged farm drainage tile may not become apparent when the drainage tile is actually damaged and, therefore, Ameresco's liability to repair a damaged farm drainage tile shall extend one (1) year beyond the date that the Road Authority accepts the Road Repair Payment.

(DD) Ameresco shall provide a copy of this Agreement to its Parties and shall cause its Parties to comply with applicable terms of this Agreement.

(EE) Ameresco shall provide written notice to the Road Authority identifying the name, address, and both regular and emergency contact information of the Ameresco on-site representative for notice and communication purposes regarding this Agreement. Immediate notice shall be provided to the Road Authority in the event of any change to the on-site representative.

(FF) Ameresco shall furnish the Road Authority with evidence of liability insurance in the amount of at least Five Million Dollars (\$5,000,000.00) per occurrence covering the construction activities and road repair activities of AMERESCO contemplated by this Agreement. The insurance shall be written by a company rated by Standard & Poor's rating group as A- or better. A Certificate of Insurance shall be provided to the Road Authority before the commencement of any work by Ameresco and its Parties. The insurance policy shall provide for a thirty (30) day "prior notice of termination" provision in favor of the Road Authority. The County, its elected and appointed officials, agents, servants, employees, consultants, and attorneys shall be named as additional insureds on the policy with respect to liability arising out of Ameresco's activities under this Agreement.

(GG) Ameresco shall hold harmless, indemnify, defend, pay costs of defense, including all reasonable attorneys fees and court costs, and pay any and all claims or judgments by third parties which may hereafter accrue against Road Authority, its elected and appointed officials, agents, servants, employees, consultants, and attorneys, arising out of the use of the Road Authority roads by Ameresco and its Parties, except to the extent of the negligence or willful misconduct of the Road Authority.

(HH) The Road Authority may issue a Notice of Violation (Exhibit "C") and impose a fine of up to \$2,500.00 if the Road Authority determines a traffic control deficiency exists as provided for in Article 105.03 of the IDOT Standard Specifications for Road and Bridge Work. Before issuing a Notice of Violation for a traffic control deficiency, the Road Authority shall notify and direct Ameresco to correct the deficiency within a reasonably specified time which will be ½ hour to 12 hours based upon the urgency of the situation and the nature of the deficiency.

SECTION 3: FUTURE WORK BY AMERESCO

This Agreement is limited to the modification, replacement, and/or installation of pipeline facilities project as described in Exhibit "B." In the event that AMERESCO desires use of Road Authority roads for future maintenance work on the pipeline, a separate road use agreement with the Road Authority shall be required.

SECTION 4: MISCELLANEOUS

(A) The Recitals set forth above are hereby incorporated herein and made a part of this Agreement.

(B) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email shall be as effective as delivery of a manually signed counterpart to this Agreement.

(C) Each of the parties hereto, their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default is not cured for a period of ten (10) calendar days after receipt of a written notice to the defaulting party of such default, the party seeking to enforce said provisions shall have the right to file a breach of contract claim, an action for declaratory relief, seek injunctive relief or any other remedy available at law or in equity. Notwithstanding the foregoing, in the event an immediate hazard exists, the foregoing notice requirement shall not apply and the Road Authority shall instead be required to provide Ameresco reasonable notice under the circumstances; the Road Authority then may take remedial action if immediate hazards exist and Ameresco is unable to or fails to take immediate action to make the Road Authority roads safe for the motoring public and any costs reasonably incurred by the Road Authority in such a circumstance shall be reimbursed by Ameresco.

(D) Ameresco hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on its behalf.

(E) If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

(F) This Agreement contains the entire understanding of the parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between the parties.

(G) Any amendment or modification to this Agreement must be made in writing. This provision may not be orally waived.

(H) Any notice to be given under this Agreement shall be given as indicated below the signature lines or at such further address or method as provided in writing. Any notice shall be deemed to be sufficiently given:

1. If by personal service, on the day of service.
2. If by facsimile transmission, on the day of the completed facsimile transmission.

3. Four business days after mailing if sent by United States registered or certified mail, postage prepaid, return receipt requested.

4. On the next business day if sent by overnight delivery service (e.g. Federal Express).

(I) This Agreement shall be void if Ameresco undertakes no substantial construction within one (1) year of the execution of this Agreement.

(J) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, (the state in which this Agreement is deemed to have been executed and delivered), irrespective of any conflict of laws provisions. Any disputes arising out of, related to, or connected with this Agreement shall be litigated in the Circuit Court for the Fifteenth Judicial Circuit, Lee County, Illinois.

(K) Failure of a Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

(L) This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, legal representatives and their respective agents, contractors, subcontractors, material supplier, vendors, employees, respective transport providers and designees.

(M) No provisions of this Agreement shall in any way inure to the benefit of any person or third party so as to constitute any such person or third party as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a Party hereto

(N) In the event disputes arise concerning this Agreement or any of its provisions, the Agreement shall be interpreted in the light most favorable to the Road Authority and strictly against Ameresco, it being the intent of the parties to avoid burden to the Road Authority's taxpayers and residents.

(O) The execution of this Agreement shall in no way be interpreted to be a waiver or forfeiture of Ameresco's rights under the Natural Gas Act of 1938, the Order of the Federal Energy Regulatory Commission or any other federal rights inherent to an entity operating as an intrastate pipeline company.

SIGNATURES ON FOLLOWING PAGE

Ameresco Lee County RNG LLC
a Delaware limited liability company

By: MB
Name: Michael T. Bakas
Title: Authorized Representative

Address for notice: Ameresco Lee County RNG LLC
111 Speen Street, Suite 410
Framingham, MA 01701
Attn: Michael T. Bakas, Executive Vice President
Telephone: 508-661-2223
Email: mbakas@ameresco.com

Lee County, Illinois

By: _____
Bob Olson, County Board Chairman

Attest:

By: _____
Nancy Petersen, County Clerk

Address for notice:

Lee County Highway Department
Attn: Lee County Engineer
1629 Lee Center Road
Amboy, IL 61310
Telephone: 815-857-4141
Facsimile: 815-857-4242
E-mail: danderson@countyoflee.org

With a copy of all notices to:

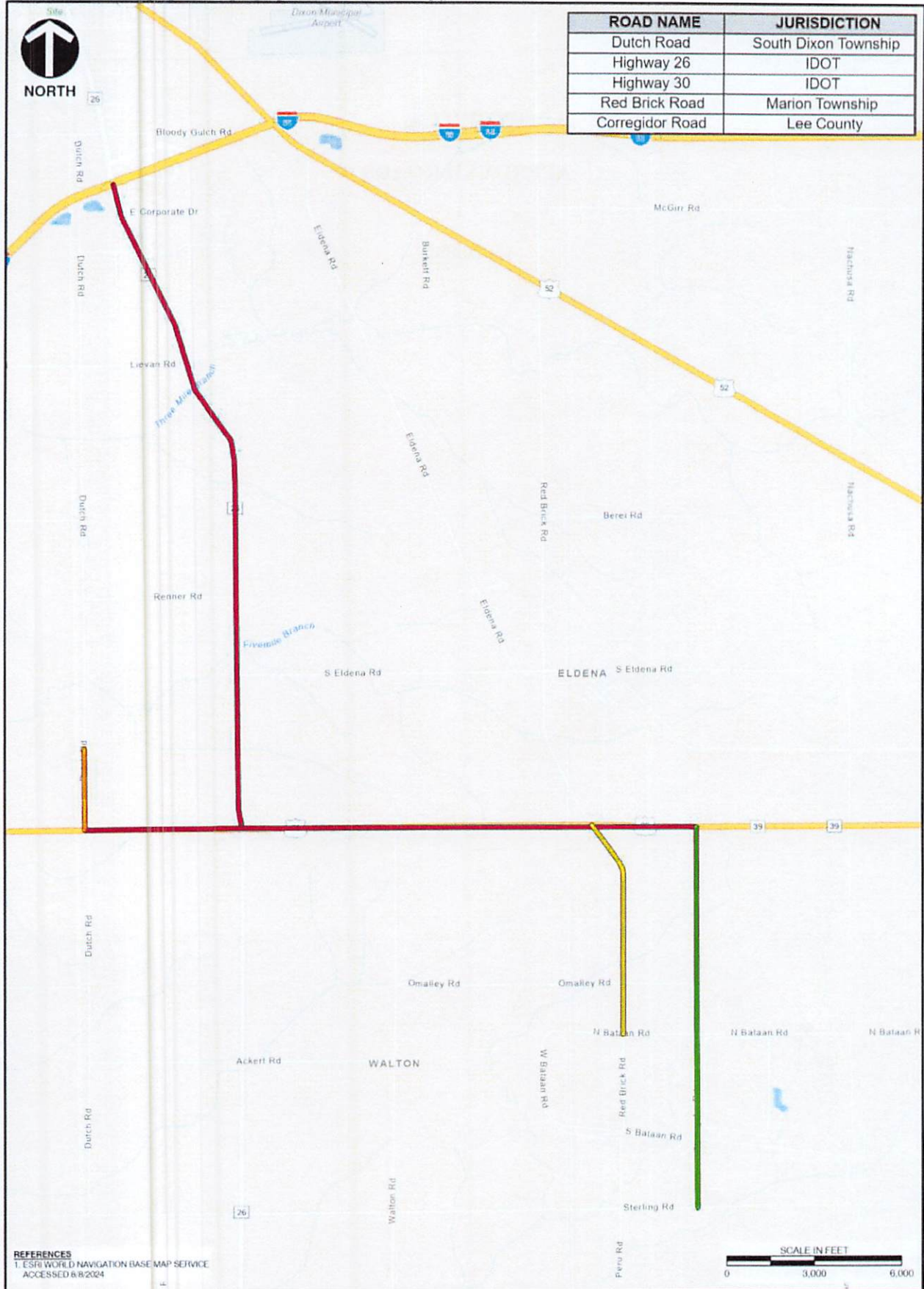
Lee County State's Attorney
309 South Galena Avenue
Dixon, Illinois 61021
Telephone: 815-284-5245
Facsimile: 815-284-1604
E-mail: cboonstra@countyoflee.org

and

Sheryl Churney
Klein, Thorpe & Jenkins, Ltd.
7 Northpoint Drive
Streator, IL 61364
Telephone: 815-672-3116
Facsimile: 815-672-0738
Email: shchurney@ktjlaw.com

EXHIBIT A
APPROVED ROADS

(attached)



ROAD NAME	JURISDICTION
Dutch Road	South Dixon Township
Highway 26	IDOT
Highway 30	IDOT
Red Brick Road	Marion Township
Corregidor Road	Lee County

REFERENCES
 1. ESRI WORLD NAVIGATION BASE MAP SERVICE
 ACCESSED 8/8/2024

- LEGEND**
- HAUL ROUTE (IDOT RD.)
 - HAUL ROUTE (COUNTY RD.)
 - HAUL ROUTE (MARION RD. DISTRICT)
 - HAUL ROUTE (SO. DIXON RD. DISTRICT)



Civil & Environmental Consultants, Inc.

1230 East Diehl Road
 Suite 200
 Naperville, IL 60563
 Ph: 630.963.6026 · 877.963.6026
www.cecinc.com

AMERESCO LEE COUNTY RNG LLC
 LEE COUNTY PIPELINE
 LEE COUNTY, ILLINOIS

PRELIMINARY HAUL ROUTES

EXHIBIT B
SCOPE OF WORK

(attached)

FLEXIBLE PAVEMENT DESIGN TOTAL ANNUAL AND DESIGN LIFE ESAL CALCULATION

Design Life:	1 life	Project:	Lee County	Prepared By: GSS	5/23/2024
(3 month Design Life)		Project No.:	340-348	Checked By: SAH	5/24/2024

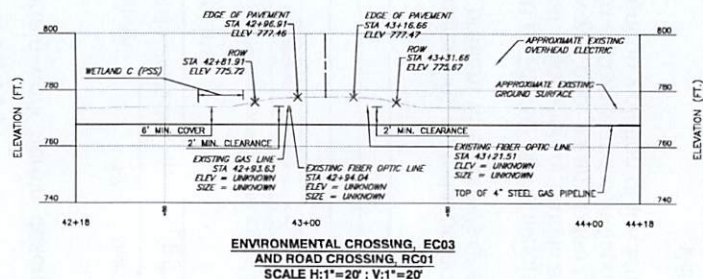
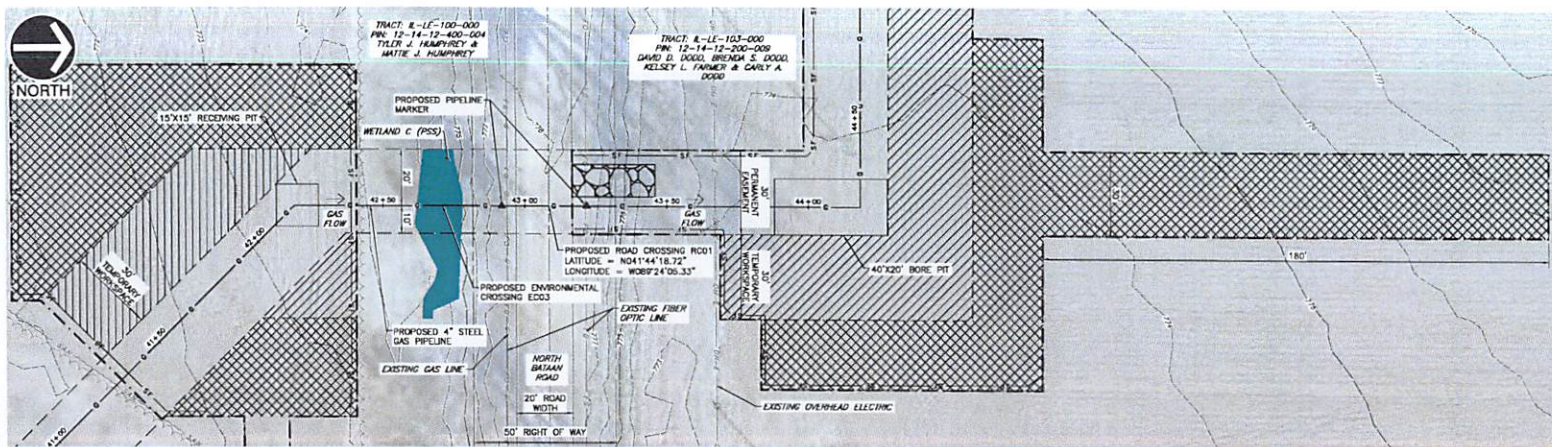
Traffic Patterns		Total Trips	EALF	ESALs Per Year
Personal Trucks	1800 total	1800	0.0154	27.774
Class 10 - Unloaded	69 total	69	0.274	18.906
Class 10 - Loaded (pipe truck)	9 total	9	1.30	11.7
Class 10 - Loaded (equipment truck)	60 total	60	0.51	30.3
			Total ESALs	89

RIGID PAVEMENT DESIGN TOTAL ANNUAL AND DESIGN LIFE ESAL CALCULATION

Design Life:	1 life	Project:	Lee County	Prepared By: GSS	5/23/2024
(3 month Design Life)		Project No.:	340-348	Checked By: SAH	5/24/2024

Traffic Patterns		Trips Per Year	EALF	ESALs Per Year
Personal Trucks	1800 total	1800	0.0154	27.774
Class 10 - Unloaded	69 total	69	0.266	18.354
Class 10 - Loaded (pipe truck)	9 total	9	2.09	18.81
Class 10 - Loaded (equipment truck)	60 total	60	0.62	37.2
			Total ESALs	102





LEGEND	
---	EXISTING PROPERTY LINE
---	EXISTING RIGHT-OF-WAY
---	EXISTING EASEMENT
---	EXISTING INDEX (MAJOR) CONTOUR
---	EXISTING INTERMEDIATE (MINOR) CONTOUR
---	EXISTING FENCE LINE
---	EXISTING ROADWAY CENTERLINE
---	EXISTING EDGE OF PAVEMENT
---	EXISTING STRUCTURE
---	EXISTING CONCRETE
---	EXISTING STORM PIPE (ASSUMED)
---	EXISTING TREE LINE
---	EXISTING SANITARY SEWER LINE
---	EXISTING GAS LINE
---	EXISTING OVERHEAD ELECTRIC
---	EXISTING UNDERGROUND ELECTRIC LINE
---	EXISTING FIBER OPTIC CABLE
---	EXISTING SANITARY MANHOLE
---	EXISTING UTILITY POLE
---	EXISTING FIRE HYDRANT
---	EXISTING WATER VALVE
---	EXISTING GAS METER
---	EXISTING GAS MARKER
---	EXISTING TELEPHONE BOX/CABINET
---	EXISTING SIGN
---	EXISTING SITE BENCHMARK
---	EXISTING STREAM
---	EXISTING WETLAND
---	PROPOSED 4" STEEL GAS PIPELINE
---	TEMPORARY WORKSPACE
---	ADDITIONAL TEMPORARY WORKSPACE
---	PROPOSED EASEMENT
---	PROPOSED LIMIT OF DISTURBANCE
---	PROPOSED STABILIZED CONSTRUCTION FLOW DIRECTION

- NOTES:**
1. CONTRACTOR SHALL VERIFY DEPTHS OF ALL EXISTING UTILITY CROSSINGS AND NOTIFY THE OWNER AND ENGINEER OF ANY DISCREPANCIES.
 2. BORE/RECEIVING PIT SIZE AND LOCATION IS SCHEMATIC. THE CHOICE OF TRENCHLESS CONSTRUCTION METHOD AND CONSTRUCTION MEANS/METHODS RELATED THERETO, SHALL BE DETERMINED BY THE CONTRACTOR. CONTRACTOR SHALL PERFORM WORK IN ACCORDANCE WITH OSHA STANDARDS.
 3. TREE REMOVAL MAY OCCUR FROM NOVEMBER 15 TO MARCH 31.
 4. CONTRACTOR SHALL AVOID IMPACTS TO STREAMS AND WETLANDS.

ISSUE FOR BID
NOT FOR CONSTRUCTION
DWG. JAL & JES, R., 2024

MATERIAL SUMMARY		
ITEM NO.	DESCRIPTION	QTY.
P1	4.5" O.D. PPE, 0.337" WT, 40' WPM-02, 30, 14-18 MLS FIB	30,304
P2	4.5" O.D. PPE, 0.337" WT, 40' WPM-02, 30, 14-18 MLS FIB	1,004
E1	ELL, 4.5" O.D., 0.337" WT, 40' WPM-02, 30, 14-18 MLS FIB	7
E2	ELL, 4.5" O.D., 0.337" WT, 40' WPM-02, 30, 14-18 MLS FIB	12
E3	SEAMABLE ELL, 4.5" O.D., 0.337" WT, 40' WPM-02, 30, 14-18 MLS FIB	1
1	TOP SURVEY	14
2	PIPELINE MARKER	45
3	WETLAND MARKER	

REVISION RECORD	
NO.	DESCRIPTION
1	ISSUED FOR CONSTRUCTION

CEC
Civil & Environmental
Consultants, Inc.

1230 East Diehl Road
Suite 200
Naperville, IL 60563
Ph: 630.963.6026
www.cecinc.com

AMERESCO LEE COUNTY RNG LLC
LEE COUNTY PIPELINE
MARION TOWNSHIP
LEE COUNTY, ILLINOIS

DESIGNED BY	MEDIAN	CHECKED BY	AWD	APPROVED BY	J. STARK
DATE	MAY 23, 2024	SCALE	1" = 20'	PROJECT NO.	24-248
CROSSING DETAILS - 2					ISSUING NO.
					C807
					SHEET 32 OF 51

LEE COUNTY HIGHWAY DEPARTMENT

1629 Lee Center Road
P.O. Box 193
Amboy, IL 61310

**Utility Permit
Application**Public Improvement ☐ Yes ☒ No

Lee County Permit

Utility Reference No.

I (We) Ameresco Lee County RNG, LLC111 Speen St., Suite 410

Name of Applicant

Mailing Address

FraminghamMassachusetts, 01701

City

State & Zip

, hereinafter termed the Permittee,

request permission and authority to occupy, and to do certain work herein described on, the right-of-way of the County highway

known as North Bataan Road, Section 12 Township 20 North, Range 9 East 4th Principal Meridian,
from N041°44'18.46"/W089°24'05.20" to N041°44'18.95"/W089°24'05.20" in LEE County. The work
is described in detail below and/or on the attached sketch or plans.

The project scope involves installation of a 4" steel gas pipeline, crossing at North Bataan Road. Installation methods of the proposed pipeline will involve directional boring beneath each roadway.

Temporary rock construction entrances will be installed within the right of way of each roadway. Proposed pipeline plans and additional crossing detail sheets are attached for reference.

This permit covers the operation and presence of specified equipment, material or facility on the right-of-way which may be related to the authorized work. A copy of this permit must be present when crews or equipment occupy highway right-of-way.

This permit is subject to conditions and restrictions of Part 530 of Title 92 of the Illinois Administrative Code, Accommodation of Utilities on Right-of-Way in the State of Illinois. The removal, relocation or modification of facilities permitted to occupy the right-of-way is governed by Section 9-113 of the Illinois Highway Code, as amended by Public Act 92-0470. The Permittee agrees to comply with the requirements of these laws and with all terms and conditions established by this permit. This permit is subject to revocation by the Lee County Highway Department on violation of the terms and conditions governing its use.

William SlackDigitally signed by William Slack
DN: cn=LEE, email=ameresco@lee.com, o=Ameresco,
ou=LEED GPS, cn=William Slack
Date: 2024.07.26 16:54:55-0400

Signature of Agent for Permittee

Date

William Slack

Name of Permittee (Print or Type)

111 Speen St., Suite 410

Mailing Address

FraminghamMassachusetts01701

City

State

Zip

=====

: THIS PERMIT IS NOT IN EFFECT UNTIL SIGNED :
: BY THE APPLICANT AND APPROVED BY THE :
: LEE COUNTY ENGINEER. :
=====

The work authorized by this permit to be completed by February 2025 or within 180 days after the date of approval by the County, otherwise the permit will be considered null and void.

This permit allowing occupancy and work on Lee County right-of-way is approved.

Lee County Highway Department

Date

GENERAL PROVISIONS FOR UTILITY INSTALLATIONS

Applicability

The provisions set forth in this document are applicable for all projects that include the installation of any utility component within the right-of-way of the Lee County Highway Department for which a permit has been granted. The term "County" in the following paragraphs shall refer to Lee County. These provisions are considered to be supplemental to the specific installation details as shown on the supporting documents included with the permit request.

This permit is subject to the conditions and restrictions established in accordance with the Illinois Highway Code and Part 530 of Title 92 of the Illinois Administrative Code including but not limited to the following:

- (1) The applicant represents all parties in interest and shall furnish material, do all work, pay all costs and shall in a reasonable length of time restore the damaged portions of the highway to a condition similar or equal to that existing before the commencement of the described work, including any landscape restoration necessary. (See Section 530.250 of Title 92.)
- (2) The proposed work shall be located and construction to the satisfaction of the County Engineer or his duly authorized representative. No revisions or additions shall be made to the proposed work on the right-of-way without the written permission of the County Engineer or his duly authorized representative. (See Section 530.200 of Title 92.) In certain circumstances the County may require that the construction plans and/or the as-built documents be sealed by an Illinois Registered Professional Engineer. Typical of such projects would be petroleum or gas pipelines.
- (3) The applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the applicant. (See Section 530.240 of Title 92.)
- (4) The applicant must ascertain the presence of Highway Authority Agreements established in accordance with 35 Ill. Admin. Code Section 742.1020 in the path of its proposed installation and take precautions to protect its workers, human health and the environment in those areas. (See Section 530.240 of Title 92.) Where contamination is encountered through excavation in the ROW, it should be managed offsite.
- (5) The applicant shall not trim, cut or in any way disturb any trees or shrubbery along the highway without the approval of the County Engineer or his duly authorized representative. (See Section 530.600 of Title 92.)
- (6) The facilities authorized to occupy the right-of-way by this permit are subject to removal, relocation or modification by the permittee at no expense to the County on notice given by the County in accordance with Section 9-113 of the Illinois Highway Code, as amended. Permittee shall cooperate with the County with the scheduling of any removal, relocation or modification deemed necessary for highway or highway safety purposes. Use of and compliance with current IDOT Traffic Control Standards will be required. This permit in no way constitutes the establishment of an easement
- (7) The permittee agrees to fully comply with the following legal obligations in advance of entering and while upon any Right-of-way within the County Highway System.
 - a) Open cutting of roadways will not be permitted.
 - b) Only a permit issued by the County under this Part will satisfy the "written consent" requirement of Section 9-113 of the Illinois Highway Code (the Code).
 - b) A permit from the County grants a license only to undertake certain activities in accordance with this Part on a County right-of-way, and does not create a property right or grant authority to the permittee, to impinge on the rights of others who may have an interest in the right-of-way. Such others might include an owner of an underlying fee simple interest if the right-of-way is owned as an easement or dedication of right of way, an owner of an easement, or another permittee.
 - c) It shall be the responsibility of the permittee to ascertain the presence and location of existing above-ground or underground facilities on the highway right-of-way to be occupied by their proposed facilities. When notified of an excavation

- or when requested by the County, a permittee shall locate, physically mark, and indicate the depth of its underground facilities within 48 hours excluding weekends and holidays.
- d) The permittee shall avoid conflicts with any existing underground or above-ground facilities on or near the highway right-of-way. Both the County and J.U.L.I.E. are to be contacted for assistance during the application process.
 - e) The permittee shall comply with all other applicable laws relating to the placement of utility lines.
 - f) The issuance of a utility permit by the County does not excuse the permittee from complying with any existing statutes, local regulations or requirements of the County (e.g., oversized and overweight vehicles) or the requirements of other County or State agencies including, but not limited to, the following:

Illinois Commerce Commission
Illinois Department of Agriculture
Illinois Department of Natural Resources
Illinois Department of Mines and Minerals
Illinois Environmental Protection Agency
Illinois Historic Preservation Agency

- g) Rights of abutting and underlying property owners are protected by common law and Sections 9-113 and 9-127 of the Code. The permittee will address these rights prior to initiating activities on County right-of-way. The County will not be a party in any negotiations between the utility and abutting property owners.
 - h) In no case shall the permit give or be construed to give an entity any easement, leasehold or other property interest of any kind in, upon, under, above or along the County highway right-of-way.
 - i) Each person responsible for a utility, in place on the effective date of this Part, on a County highway right-of-way shall notify the County in writing, if that facility does not comply with this Part. The County shall treat such a notice as a request for a variance under Section 530.130. Until informed that a variance will not be granted, a person responsible for a pre-existing utility will not be in violation of this Part. The failure to provide such notice constitutes a violation of this Part and of the utility accommodation permit (if any) and would justify the imposition of the sanctions set forth in Section 530.810.
- (8) All field drainage tiles damaged by the permittee within the Right-Of-Way shall be repaired in a timely manner at the sole expense of the permittee.
- (9) The permittee shall indemnify and save harmless the County of Lee, its officers, employees and agents from and against any and all judgments, damages, decrees, costs and expenses, which they or any number of them may suffer or incur or which may be obtained against any one or all of them by reason of damage to your facilities or your use and occupation of the County of Lee's road right of way pursuant to this permit. In addition, any administrative time expended by the County of Lee to refute any claim by the permittee against the County of Lee shall be billed either directly to the permittee, or as an addition to the permit fee charged on the next requested permit by the permittee, at the current hourly labor rate plus fifteen percent.

LEE COUNTY HIGHWAY DEPARTMENT

1629 Lee Center Road
P.O. Box 193
Amboy, IL 61310

**Utility Permit
Application**Public Improvement ☐ Yes ☒ No

Lee County Permit

Utility Reference No.

I (We) Ameresco Lee County RNG, LLC111 Speen St., Suite 410

Name of Applicant

Mailing Address

FraminghamMassachusetts, 01701

City

State & Zip

, hereinafter termed the Permittee,

request permission and authority to occupy, and to do certain work herein described on, the right-of-way of the County highway

known as North Bataan Road, Red Brick Road, Section 1 Township 20 North, Range 9 East 4th Principal Meridian,
from N041°45'09.20"/W089°24'34.08" to N041°45'09.21"/W089°24'34.74" in LEE County. The work
is described in detail below and/or on the attached sketch or plans.

The project scope involves installation of a 4" steel gas pipeline, with crossings at North Bataan Road and Red Brick Road. Installation methods of the proposed pipeline will involve directional boring beneath each roadway.

Temporary rock construction entrances will be installed within the right of way of each roadway. Proposed pipeline plans and additional crossing detail sheets are attached for reference.

This permit covers the operation and presence of specified equipment, material or facility on the right-of-way which may be related to the authorized work. A copy of this permit must be present when crews or equipment occupy highway right-of-way.

This permit is subject to conditions and restrictions of Part 530 of Title 92 of the Illinois Administrative Code, Accommodation of Utilities on Right-of-Way in the State of Illinois. The removal, relocation or modification of facilities permitted to occupy the right-of-way is governed by Section 9-113 of the Illinois Highway Code, as amended by Public Act 92-0470. The Permittee agrees to comply with the requirements of these laws and with all terms and conditions established by this permit. This permit is subject to revocation by the Lee County Highway Department on violation of the terms and conditions governing its use.

William Slack

Digitally signed by William Slack
DN: cn=US, email=slack@ameresco.com, o=Ameresco,
ou=USFC OPS, cn=William Slack
Date: 2024.07.26 16:55:58-0400

Signature of Agent for Permittee

Date

William Slack

Name of Permittee (Print or Type)

111 Speen St., Suite 410

Mailing Address

FraminghamMassachusetts01701

City

State

Zip

=====

: THIS PERMIT IS NOT IN EFFECT UNTIL SIGNED :
: BY THE APPLICANT AND APPROVED BY THE :
: LEE COUNTY ENGINEER. :
=====

The work authorized by this permit to be completed by February 2025 or within 180 days after the date of approval by the County, otherwise the permit will be considered null and void.

This permit allowing occupancy and work on Lee County right-of-way is approved.

Lee County Highway DepartmentDate

GENERAL PROVISIONS FOR UTILITY INSTALLATIONS

Applicability

The provisions set forth in this document are applicable for all projects that include the installation of any utility component within the right-of-way of the Lee County Highway Department for which a permit has been granted. The term "County" in the following paragraphs shall refer to Lee County. These provisions are considered to be supplemental to the specific installation details as shown on the supporting documents included with the permit request.

This permit is subject to the conditions and restrictions established in accordance with the Illinois Highway Code and Part 530 of Title 92 of the Illinois Administrative Code including but not limited to the following:

- (1) The applicant represents all parties in interest and shall furnish material, do all work, pay all costs and shall in a reasonable length of time restore the damaged portions of the highway to a condition similar or equal to that existing before the commencement of the described work, including any landscape restoration necessary. (See Section 530.250 of Title 92.)
- (2) The proposed work shall be located and construction to the satisfaction of the County Engineer or his duly authorized representative. No revisions or additions shall be made to the proposed work on the right-of-way without the written permission of the County Engineer or his duly authorized representative. (See Section 530.200 of Title 92.) In certain circumstances the County may require that the construction plans and/or the as-built documents be sealed by an Illinois Registered Professional Engineer. Typical of such projects would be petroleum or gas pipelines.
- (3) The applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the applicant. (See Section 530.240 of Title 92.)
- (4) The applicant must ascertain the presence of Highway Authority Agreements established in accordance with 35 Ill. Admin. Code Section 742.1020 in the path of its proposed installation and take precautions to protect its workers, human health and the environment in those areas. (See Section 530.240 of Title 92.) Where contamination is encountered through excavation in the ROW, it should be managed offsite.
- (5) The applicant shall not trim, cut or in any way disturb any trees or shrubbery along the highway without the approval of the County Engineer or his duly authorized representative. (See Section 530.600 of Title 92.)
- (6) The facilities authorized to occupy the right-of-way by this permit are subject to removal, relocation or modification by the permittee at no expense to the County on notice given by the County in accordance with Section 9-113 of the Illinois Highway Code, as amended. Permittee shall cooperate with the County with the scheduling of any removal, relocation or modification deemed necessary for highway or highway safety purposes. Use of and compliance with current IDOT Traffic Control Standards will be required. This permit in no way constitutes the establishment of an easement
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 - b) Only a permit issued by the County under this Part will satisfy the "written consent" requirement of Section 9-113 of the Illinois Highway Code (the Code).
 - b) A permit from the County grants a license only to undertake certain activities in accordance with this Part on a County right-of-way, and does not create a property right or grant authority to the permittee, to impinge on the rights of others who may have an interest in the right-of-way. Such others might include an owner of an underlying fee simple interest if the right-of-way is owned as an easement or dedication of right of way, an owner of an easement, or another permittee.
 - c) It shall be the responsibility of the permittee to ascertain the presence and location of existing above-ground or underground facilities on the highway right-of-way to be occupied by their proposed facilities.
When notified of an excavation

or when requested by the County, a permittee shall locate, physically mark, and indicate the depth of its underground facilities within 48 hours excluding weekends and holidays.

- d) The permittee shall avoid conflicts with any existing underground or above-ground facilities on or near the highway right-of-way. Both the County and J.U.L.I.E. are to be contacted for assistance during the application process.
- e) The permittee shall comply with all other applicable laws relating to the placement of utility lines.
- f) The issuance of a utility permit by the County does not excuse the permittee from complying with any existing statutes, local regulations or requirements of the County (e.g., oversize and overweight vehicles) or the requirements of other County or State agencies including, but not limited to, the following:

Illinois Commerce Commission
Illinois Department of Agriculture
Illinois Department of Natural Resources
Illinois Department of Mines and Minerals
Illinois Environmental Protection Agency
Illinois Historic Preservation Agency

- g) Rights of abutting and underlying property owners are protected by common law and Sections 9-113 and 9-127 of the Code. The permittee will address these rights prior to initiating activities on County right-of-way. The County will not be a party in any negotiations between the utility and abutting property owners.
- h) In no case shall the permit give or be construed to give an entity any easement, leasehold or other property interest of any kind in, upon, under, above or along the County highway right-of-way.
- i) Each person responsible for a utility, in place on the effective date of this Part, on a County highway right-of-way shall notify the County in writing, if that facility does not comply with this Part. The County shall treat such a notice as a request for a variance under Section 530.130. Until informed that a variance will not be granted, a person responsible for a pre-existing utility will not be in violation of this Part. The failure to provide such notice constitutes a violation of this Part and of the utility accommodation permit (if any) and would justify the imposition of the sanctions set forth in Section 530.810.

- (8) All field drainage tiles damaged by the permittee within the Right-Of-Way shall be repaired in a timely manner at the sole expense of the permittee.
- (9) The permittee shall indemnify and save harmless the County of Lee, its officers, employees and agents from and against any and all judgments, damages, decrees, costs and expenses, which they or any number of them may suffer or incur or which may be obtained against any one or all of them by reason of damage to your facilities or your use and occupation of the County of Lee's road right of way pursuant to this permit. In addition, any administrative time expended by the County of Lee to refute any claim by the permittee against the County of Lee shall be billed either directly to the permittee, or as an addition to the permit fee charged on the next requested permit by the permittee, at the current hourly labor rate plus fifteen percent.

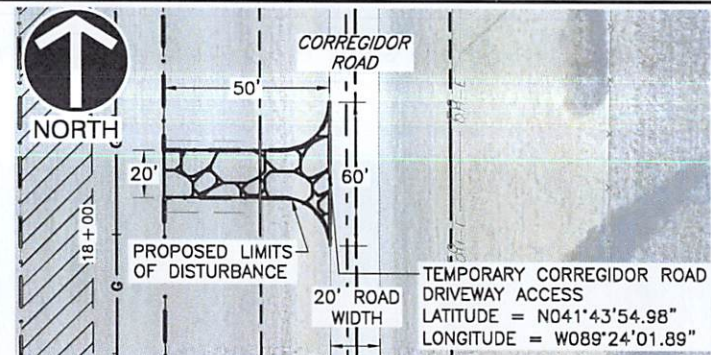
F:\340-000\340-348-CADD\Drawings\SP01-DRIVEWAY & CROSSING\FIGURES\340348-C001-SP01.dwg[SP01.2] 15/7/17/2024 2:15 PM LP: 7/17/2024 2:15 PM

LEGEND

---	EXISTING PROPERTY LINE
---750---	EXISTING INDEX (MAJOR) CONTOUR
---	EXISTING INTERMEDIATE (MINOR) CONTOUR
-x-x-x-	EXISTING FENCE LINE
---	EXISTING ROADWAY CENTERLINE
---	EXISTING EDGE OF PAVEMENT
---	EXISTING STORM PIPE (ASSUMED)
---	EXISTING GAS LINE
OH-E	EXISTING OVERHEAD ELECTRIC
Ø	EXISTING UTILITY POLE
+	EXISTING SIGN
FO	EXISTING FIBER OPTIC CABLE
▲	EXISTING GAS MARKER
G	PROPOSED 4" STEEL GAS PIPELINE
---	TEMPORARY WORKSPACE
---	ADDITIONAL TEMPORARY WORKSPACE
---	PROPOSED EASEMENT
-.-.-.-	PROPOSED LIMIT OF DISTURBANCE
SF	PROPOSED SILT FENCE
---	PROPOSED TEMPORARY STABILIZED CONSTRUCTION ENTRANCE

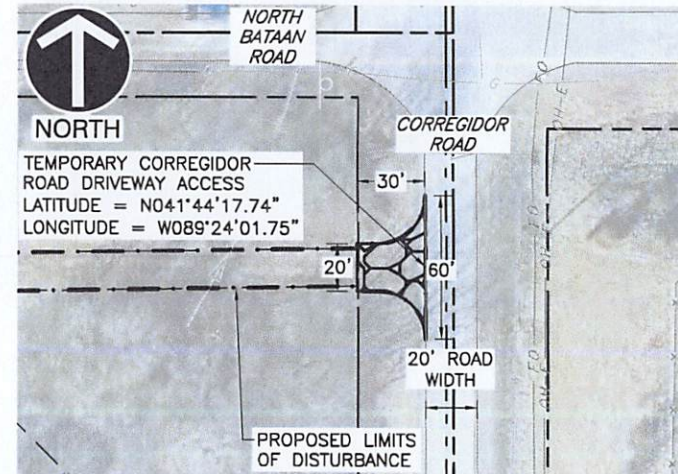
REFERENCE

1. FIELD DATUM: ILLINOIS STATE PLANE WEST ZONE, NSRS 2011 NAVD88 (VRS) GEOID18 - U.S. FOOT.
2. EXISTING TOPOGRAPHY, UTILITIES, AND PIPELINE ROUTE PROVIDED TO CIVIL & ENVIRONMENTAL CONSULTANTS, INC. (CEC) BY WEAVER CONSULTANTS GROUP (WEAVER) DATED APRIL 16, 2024, FILE NAME: "2024 04 16 PIPELINE ROUTE SURVEY_CLIENT.DWG".
3. EXISTING PROPERTY LINES PROVIDED TO CEC BY WEAVER DATED APRIL 16, 2024, FILE NAME: "2024 04 16 PIPELINE ROUTE SURVEY_CLIENT.DWG".
4. AERIAL IMAGERY GENERATED FROM UNMANNED AERIAL SYSTEM (UAS) RECORDED DATA COLLECTED AND PROVIDED BY WEAVER, FILE NAME: "2024 2 14 LEE CO PIPELINE LOW RES IMAGE.DWG" SUPPLEMENTED WITH GOOGLE EARTH IMAGERY.
5. PROPOSED IMPROVEMENTS ILLUSTRATED ON THIS FIGURE CORRESPOND WITH CEC FINAL PLANS FOR LEE COUNTY RNG PIPELINE DATED MAY 23, 2024. DETAILED DESIGN INFORMATION INCLUDING GRADING AND DRIVEWAY DETAILS IS INCLUDED ON THE FINAL ENGINEERING PLANS.



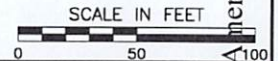
CORREGIDOR ROAD TEMPORARY DRIVEWAY ACCESS 1

APPROXIMATELY 1,250 FEET NORTH OF THE INTERSECTION OF SOUTH BATAAN ROAD AND CORREGIDOR ROAD



CORREGIDOR ROAD TEMPORARY DRIVEWAY ACCESS 2

APPROXIMATELY 100 FEET SOUTH OF THE INTERSECTION OF NORTH BATAAN ROAD AND CORREGIDOR ROAD



 Civil & Environmental Consultants, Inc.	1230 East Diehl Road Suite 200 Naperville, IL 60563 Ph: 630.963.6026 www.cecinc.com	AMERESCO LEE COUNTY RNG LLC LEE COUNTY PIPELINE CITY OF AMBOY LEE COUNTY, ILLINOIS	
		CORREGIDOR ROAD TEMPORARY DRIVEWAY ACCESS	
DRAWN BY: MJS	CHECKED BY: ARG	APPROVED BY: DAK	FIGURE NO: SP01.2
DATE: JULY 2024	DWG SCALE: 1"=50'	PROJECT NO: 340-348	



DRIVEWAY ACCESS PERMIT

David M. Anderson, P.E.,
County Engineer
1629 Lee Center Road, PO Box 193
Amboy, IL 61310
Phone: 815-857-4141
Fax: 815-857-4242
Email: bangleton@countyoflee.org

Address Corregidor Road, Lee County (circle one) N S E W Side of Road
(Street or Road and City) Approx. 1,250 North FT MI. from
(circle one)
Between South Bataan Road and North Bataan Road
(Cross Street or Road) (Cross Street or Road)

Subdivision _____ Lot _____ Block _____ Lot Size _____

Circle One		TYPE / USE OF ENTRANCE	
A. Type of Entrance		B. Proposed Use	
New Building	Residential	Single Family	Non Residential
Circle Drive		Two or more Family	Industrial
2nd Entrance		Garage	Commercial
Needs Entrance Widened		Accessory Building	Church
Needs Entrance New Location		Other	School
<u>Field Entrance</u>			<u>Other</u>

SELECTED CHARACTERISTICS OF ACCESS

Please check all that apply.

Residential ☐ Large Farm Equip. ☐
Commercial/Delivery Trucks ☒ Large Tractor/Trailer (semi) ☐
Farming Equip. (small) ☐ School Bus Turn Around ☐
Business ☐

INDENTIFICATION

Owner: William Slack 508-598-4377
(Name) (Phone Number)

Address: 111 Speen Street, Suite 410, Framingham, MA 01701
(Street) (City) (Zip)

Contractor: TBD

Email Address wslack@ameresco.com

I Hereby certify that the proposed work is authorized by the Owner of record and that I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws of this jurisdiction.

VALIDATION (for Lee Co. Hwy Dept use)

Permit # _____

PPN# _____

Permit Issued _____

County Engineer _____

Twp. Comm. _____

Township _____

CULVERT

Size: _____ Length: _____

Type: _____

Signature of Applicant William Slack Date _____

Digitally signed by William Slack
DN: CN=US,
E=wslack@ameresco.com,
O=Ameresco, OU=LFG OPS,
CN=William Slack
Date: 2024.07.26
16:57:00-04'00'

Amount Due for Culvert _____



DRIVEWAY ACCESS PERMIT

David M. Anderson, P.E.,
County Engineer
1629 Lee Center Road, PO Box 193
Amboy, IL 61310
Phone: 815-857-4141
Fax: 815-857-4242
Email: bangleton@countyoflee.org

Address Corregidor Road, Lee County (circle one) N S E W Side of Road
(Street or Road and City) Approx. 80 South ET MI. from
(circle one)
Between South Bataan Road and North Bataan Road
(Cross Street or Road) (Cross Street or Road)

Subdivision _____ Lot _____ Block _____ Lot Size _____

Circle One		TYPE / USE OF ENTRANCE	
A. Type of Entrance		B. Proposed Use	
New Building	Residential	Non Residential	
Circle Drive	Single Family	Industrial	
2nd Entrance	Two or more Family	Commercial	
Needs Entrance Widened	Garage	Church	
Needs Entrance New Location	Accessory Building	School	
<u>Field Entrance</u>	Other	<u>Other</u>	

SELECTED CHARACTERISTICS OF ACCESS

Please check all that apply.

☐ Residential	☐ Large Farm Equip.
☒ <u>Commercial/Delivery Trucks</u>	☐ Large Tractor/Trailer (semi)
☐ Farming Equip. (small)	☐ School Bus Turn Around
☐ Business	

IDENTIFICATION		VALIDATION (for Lee Co. Hwy Dept use)	
Owner: <u>William Slack</u>	<u>508-598-4377</u>	Permit # _____	
(Name)	(Phone Number)	PPN# _____	
Address: <u>111 Speen Street, Suite 410, Framingham, MA 01701</u>		Permit Issued _____	
(Street)	(City) (Zip)	County Engineer _____	
Contractor: <u>TBD</u>		Twp. Comm. _____	
Email Address <u>wslack@ameresco.com</u>		Township _____	
I Hereby certify that the proposed work is authorized by the Owner of record and that I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws of this jurisdiction.		CULVERT	
		Size: _____	Length: _____
		Type: _____	

Signature of Applicant

William Slack Digitally signed by William Slack
DN: cn=William Slack, o=Amesco, ou=Lee County, email=wslack@ameresco.com
Date: 2024.07.26 16:57:44-0400

Date

Amount Due for Culvert _____

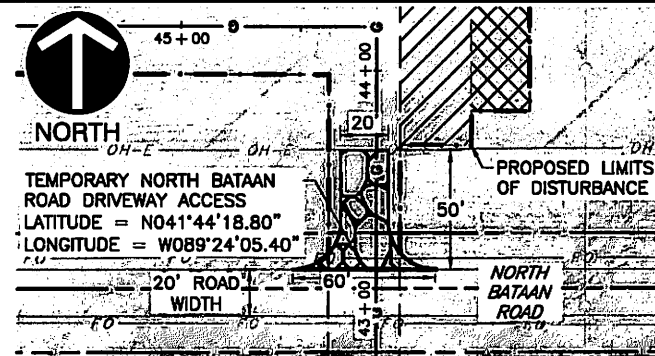
A:\340-0001\340-0001\DWG\SP01-DRIVEWAY & CROSSING PLANS\140346-C001-SP01.dwg(5/17/2024 2:15 PM) - LS(7/17/2024 2:15 PM)

LEGEND

---	EXISTING PROPERTY LINE
---	EXISTING INDEX (MAJOR) CONTOUR
---	EXISTING INTERMEDIATE (MINOR) CONTOUR
---	EXISTING FENCE LINE
---	EXISTING ROADWAY CENTERLINE
---	EXISTING EDGE OF PAVEMENT
---	EXISTING STORM PIPE (ASSUMED)
---	EXISTING GAS LINE
---	EXISTING OVERHEAD ELECTRIC
○	EXISTING UTILITY POLE
+	EXISTING SIGN
FO	EXISTING FIBER OPTIC CABLE
△	EXISTING GAS MARKER
—G—	PROPOSED 4" STEEL GAS PIPELINE
	TEMPORARY WORKSPACE
XXXXX	ADDITIONAL TEMPORARY WORKSPACE
---	PROPOSED EASEMENT
-.-.-.-	PROPOSED LIMIT OF DISTURBANCE
-SF-	PROPOSED SILT FENCE
	PROPOSED TEMPORARY STABILIZED CONSTRUCTION ENTRANCE

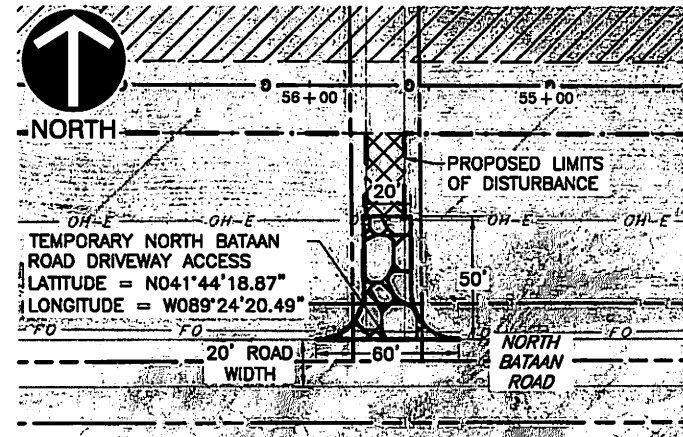
REFERENCE

1. FIELD DATUM: ILLINOIS STATE PLANE WEST ZONE, NSRS 2011 NAVD88 (VRS) GEOID18 - U.S. FOOT.
2. EXISTING TOPOGRAPHY, UTILITIES, AND PIPELINE ROUTE PROVIDED TO CIVIL & ENVIRONMENTAL CONSULTANTS, INC. (CEC) BY WEAVER CONSULTANTS GROUP (WEAVER) DATED APRIL 16, 2024, FILE NAME: "2024 04 16 PIPELINE ROUTE SURVEY_CLIENT.DWG".
3. EXISTING PROPERTY LINES PROVIDED TO CEC BY WEAVER DATED APRIL 16, 2024, FILE NAME: "2024 04 16 PIPELINE ROUTE SURVEY_CLIENT.DWG".
4. AERIAL IMAGERY GENERATED FROM UNMANNED AERIAL SYSTEM (UAS) RECORDED DATA COLLECTED AND PROVIDED BY WEAVER, FILE NAME: "2024 2 14 LEE CO PIPELINE LOW RES IMAGE.DWG" SUPPLEMENTED WITH GOOGLE EARTH IMAGERY.
5. PROPOSED IMPROVEMENTS ILLUSTRATED ON THIS FIGURE CORRESPOND WITH CEC FINAL PLANS FOR LEE COUNTY RNG PIPELINE DATED MAY 23, 2024. DETAILED DESIGN INFORMATION INCLUDING GRADING AND DRIVEWAY DETAILS IS INCLUDED ON THE FINAL ENGINEERING PLANS.



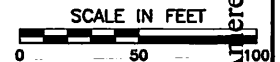
NORTH BATAAN ROAD TEMPORARY DRIVEWAY ACCESS 1

APPROXIMATELY 300 FEET WEST OF THE INTERSECTION OF NORTH BATAAN ROAD AND CORREGIDOR ROAD



NORTH BATAAN ROAD TEMPORARY DRIVEWAY ACCESS 2

APPROXIMATELY 1,400 FEET WEST OF THE INTERSECTION OF NORTH BATAAN ROAD AND CORREGIDOR ROAD



 Civil & Environmental Consultants, Inc.	1230 East Diehl Road Suite 200 Naperville, IL 60563 Ph: 630.963.6026 www.cecinc.com	AMERESCO LEE COUNTY RNG LLC LEE COUNTY PIPELINE CITY OF AMBOY LEE COUNTY, ILLINOIS	
		NORTH BATAAN ROAD TEMPORARY DRIVEWAY ACCESS	
DRAWN BY: MJS	CHECKED BY: ARG	APPROVED BY: DAK	FIGURE NO.: SP01.3
DATE: JULY 2024	DWG SCALE: 1"=50'	PROJECT NO: 340-348	



DRIVEWAY ACCESS PERMIT

David M. Anderson, P.E.,
County Engineer
1629 Lee Center Road, PO Box 193
Amboy, IL 61310
Phone: 815-857-4141
Fax: 815-857-4242
Email: bangleton@countyoflee.org

Address North Bataan Road, Lee County (circle one) N S E W Side of Road
(Street or Road and City) Approx. 275 West FT MI. from
(circle one)
Between Corregidor Road and Red Brick Road Road
(Cross Street or Road) (Cross Street or Road)

Subdivision _____ Lot _____ Block _____ Lot Size _____

Circle One		TYPE / USE OF ENTRANCE	
A. Type of Entrance		B. Proposed Use	
New Building	Residential	Non Residential	
Circle Drive	Single Family	Industrial	
2nd Entrance	Two or more Family	Commercial	
Needs Entrance Widened	Garage	Church	
Needs Entrance New Location	Accessory Building	School	
<u>Field Entrance</u>	Other	<u>Other</u>	

SELECTED CHARACTERISTICS OF ACCESS

Please check all that apply.

☐ Residential	☐ Large Farm Equip.
☒ <u>Commercial/Delivery Trucks</u>	☐ Large Tractor/Trailer (semi)
☐ Farming Equip. (small)	☐ School Bus Turn Around
☐ Business	

IDENTIFICATION		VALIDATION (for Lee Co. Hwy Dept use)	
Owner: <u>William Slack</u>	<u>508-598-4377</u>	Permit # _____	
(Name)	(Phone Number)	PPN# _____	
Address: <u>111 Speen Street, Suite 410, Framingham, MA 01701</u>		Permit Issued _____	
(Street) (City) (Zip)		County Engineer _____	
Contractor: <u>TBD</u>		Twp. Comm. _____	
Email Address <u>wslack@ameresco.com</u>		Township _____	
I Hereby certify that the proposed work is authorized by the Owner of record and that I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws of this jurisdiction.		CULVERT	
		Size: _____ Length: _____	
		Type: _____	

Signature of Applicant William Slack Digitally signed by William Slack
DN: cn=US,
o=Ameresco, ou=Ameresco, ou=LFG OPS,
cn=William Slack
Date: 2024.07.26
16:58:30-0400 Date _____

Amount Due for Culvert _____



DRIVEWAY ACCESS PERMIT

David M. Anderson, P.E.,
County Engineer
1629 Lee Center Road, PO Box 193
Amboy, IL 61310
Phone: 815-857-4141
Fax: 815-857-4242
Email: bangleton@countyoflee.org

Address North Bataan Road, Lee County (circle one) N S E W Side of Road
(Street or Road and City)
Between Corregidor Road and Red Brick Road Road
(Cross Street or Road) (circle one) MI. from
(Cross Street or Road)

Subdivision Lot Block Lot Size

Circle One		TYPE / USE OF ENTRANCE	
A. Type of Entrance		B. Proposed Use	
New Building	Residential	Non Residential	
Circle Drive	Single Family	Industrial	
2nd Entrance	Two or more Family	Commercial	
Needs Entrance Widened	Garage	Church	
Needs Entrance New Location	Accessory Building	School	
<u>Field Entrance</u>	Other	<u>Other</u>	

SELECTED CHARACTERISTICS OF ACCESS

Please check all that apply.

Residential Large Farm Equip.
Commercial/Delivery Trucks Large Tractor/Trailor (semi)
Farming Equip. (small) School Bus Turn Around
Business

IDENTIFICATION

Owner: William Slack 508-598-4377
(Name) (Phone Number)

Address: 111 Speen Street, Suite 410, Framingham, MA 01701
(Street) (City) (Zip)

Contractor: TBD

Email Address wslack@ameresco.com

I hereby certify that the proposed work is authorized by the Owner of record and that I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws of this jurisdiction.

VALIDATION (for Lee Co. Hwy Dept use)

Permit # _____

PPN# _____

Permit Issued _____

County Engineer _____

Twp. Comm. _____

Township _____

CULVERT

Size: _____ Length: _____

Type: _____

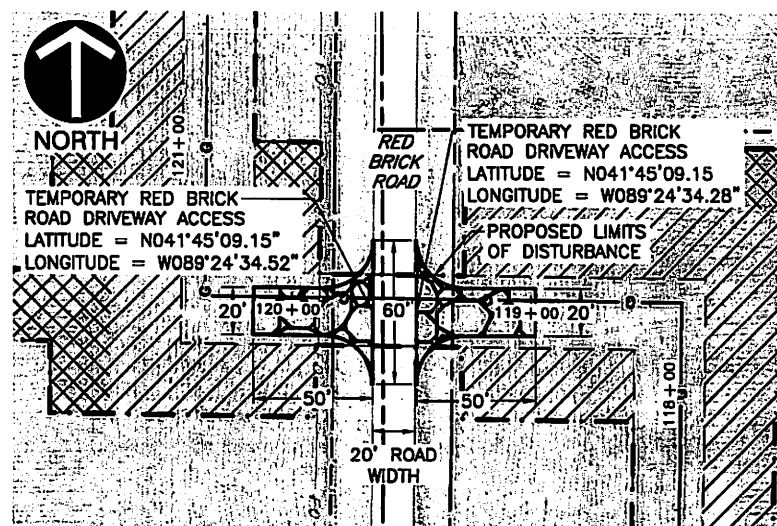
Signature of Applicant William Slack

Date

Amount Due for Culvert _____

	EXISTING PROPERTY LINE
	EXISTING INDEX (MAJOR) CONTOUR
	EXISTING INTERMEDIATE (MINOR) CONTOUR
	EXISTING FENCE LINE
	EXISTING ROADWAY CENTERLINE
	EXISTING EDGE OF PAVEMENT
	EXISTING STORM PIPE (ASSUMED)
	EXISTING GAS LINE
	EXISTING OVERHEAD ELECTRIC
	EXISTING UTILITY POLE
	EXISTING SIGN
	EXISTING FIBER OPTIC CABLE
	EXISTING GAS MARKER
	PROPOSED 4" STEEL GAS PIPELINE
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE
	PROPOSED EASEMENT
	PROPOSED LIMIT OF DISTURBANCE
	PROPOSED SILT FENCE
	PROPOSED TEMPORARY STABILIZED CONSTRUCTION ENTRANCE

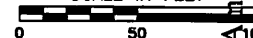
1. FIELD DATUM: ILLINOIS STATE PLANE WEST ZONE, NSRS 2011 NAVD88 (VRS) GEOID18 - U.S. FOOT.
2. EXISTING TOPOGRAPHY, UTILITIES, AND PIPELINE ROUTE PROVIDED TO CIVIL & ENVIRONMENTAL CONSULTANTS, INC. (CEC) BY WEAVER CONSULTANTS GROUP (WEAVER) DATED APRIL 16, 2024, FILE NAME; "2024 04 16 PIPELINE ROUTE SURVEY_CLIENT.DWG".
3. EXISTING PROPERTY LINES PROVIDED TO CEC BY WEAVER DATED APRIL 16, 2024, FILE NAME; "2024 04 16 PIPELINE ROUTE SURVEY_CLIENT.DWG".
4. AERIAL IMAGERY GENERATED FROM UNMANNED AERIAL SYSTEM (UAS) RECORDED DATA COLLECTED AND PROVIDED BY WEAVER, FILE NAME; "2024 2 14 LEE CO PIPELINE LOW RES IMAGE.DWG" SUPPLEMENTED WITH GOOGLE EARTH IMAGERY.
5. PROPOSED IMPROVEMENTS ILLUSTRATED ON THIS FIGURE CORRESPOND WITH CEC FINAL PLANS FOR LEE COUNTY RNG PIPELINE DATED MAY 23, 2024. DETAILED DESIGN INFORMATION INCLUDING GRADING AND DRIVEWAY DETAILS IS INCLUDED ON THE FINAL ENGINEERING PLANS.



RED BRICK ROAD TEMPORARY
DRIVEWAY ACCESS 1 & 2

**APPROXIMATELY 3,500 FEET NORTH OF THE INTERSECTION OF
US HIGHWAY 30 AND O'MALLEY ROAD**

SCALE IN FEET



**Civil & Environmental
Consultants, Inc.**

**1230 East Diehl Road
Suite 200
Naperville, IL 60563
Ph: 630.963.6026
www.cecinc.com**

AMERESCO LEE COUNTY RING LLC
LEE COUNTY PIPELINE
MARION TOWNSHIP
LEE COUNTY, ILLINOIS
RED BRICK ROAD TEMPORARY
DRIVEWAY ACCESS

DRAWN BY: MJS		CHECKED BY: ARG		APPROVED BY: DAK		FIGURE NO.:
DATE: JULY 2024		DWG SCALE: 1"=50'		PROJECT NO: 340-348		SP01.4



DRIVEWAY ACCESS PERMIT

David M. Anderson, P.E.,
County Engineer
1629 Lee Center Road, PO Box 193
Amboy, IL 61310
Phone: 815-857-4141
Fax: 815-857-4242
Email: bangleton@countyoflee.org

Address Red Brick Road, Lee County (circle one) N S (E) W Side of Road
(Street or Road and City)
Between US Highway 30 and O'Malley Road
(Cross Street or Road) (circle one)
(Cross Street or Road)

Subdivision _____ Lot _____ Block _____ Lot Size _____

Circle One		TYPE / USE OF ENTRANCE	
A. Type of Entrance		B. Proposed Use	
New Building	Residential	Non Residential	
Circle Drive	Single Family	Industrial	
2nd Entrance	Two or more Family	Commercial	
Needs Entrance Widened	Garage	Church	
Needs Entrance New Location	Accessory Building	School	
<u>Field Entrance</u>	Other	<u>Other</u>	

SELECTED CHARACTERISTICS OF ACCESS

Please check all that apply.

Residential	Large Farm Equip.
<u>Commercial/Delivery Trucks</u>	Large Tractor/Trailer (semi)
Farming Equip. (small)	School Bus Turn Around
Business	

IDENTIFICATION

Owner: William Slack 508-598-4377
(Name) (Phone Number)

Address: 111 Speen Street, Suite 410, Framingham, MA 01701
(Street) (City) (Zip)

Contractor: TBD

Email Address wslack@ameresco.com

I Hereby certify that the proposed work is authorized by the Owner of record and that I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws of this jurisdiction.

VALIDATION (for Lee Co. Hwy Dept use)

Permit # _____

PPN# _____

Permit Issued _____

County Engineer _____

Twp. Comm. _____

Township _____

CULVERT

Size: _____ Length: _____

Type: _____

Signature of Applicant

William Slack
Digitally signed by William Slack
DN: cn=William Slack, email=wslack@ameresco.com,
c=US, o=Lee County, ou=Engineering
Date: 2024.07.26 16:58:49-04'00'

Date

Amount Due for Culvert _____

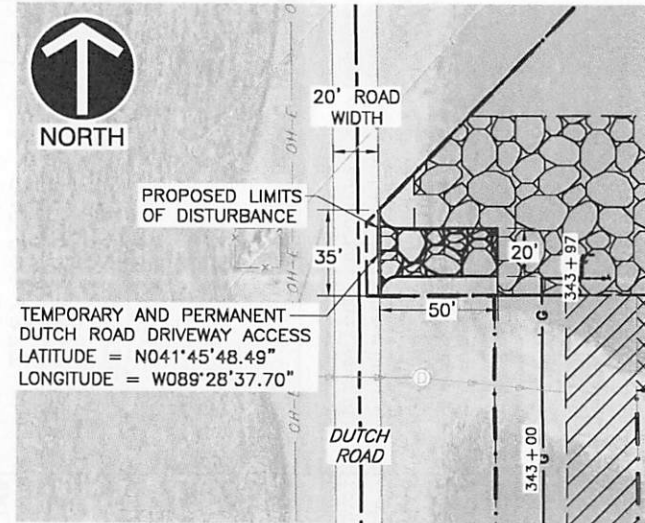
F:\340-000\340-348\CD00\DWG\SP01-1\SP01-1.dwg[SP01-1] LS(7/17/2024 - noon) - LP: 7/17/2024 2:15 PM

LEGEND

---	EXISTING PROPERTY LINE
---750---	EXISTING INDEX (MAJOR) CONTOUR
---	EXISTING INTERMEDIATE (MINOR) CONTOUR
x-x-x-x	EXISTING FENCE LINE
---	EXISTING ROADWAY CENTERLINE
---	EXISTING EDGE OF PAVEMENT
---	EXISTING STORM PIPE (ASSUMED)
G	EXISTING GAS LINE
OH-E	EXISTING OVERHEAD ELECTRIC
Ø	EXISTING UTILITY POLE
⊙	EXISTING STORM MANHOLE
▲	EXISTING GAS MARKER
G	PROPOSED 4" STEEL GAS PIPELINE
---	TEMPORARY WORKSPACE
---	ADDITIONAL TEMPORARY WORKSPACE
---	PROPOSED EASEMENT
-.-.-.-	PROPOSED LIMIT OF DISTURBANCE
SF	PROPOSED SILT FENCE
---	PROPOSED TEMPORARY STABILIZED CONSTRUCTION ENTRANCE
---	PROPOSED PERMANENT STABILIZED CONSTRUCTION ENTRANCE

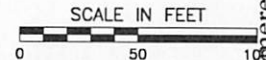
REFERENCE

1. FIELD DATUM: ILLINOIS STATE PLANE WEST ZONE, NSRS 2011 NAVD88 (VRS) GEOID18 - U.S. FOOT.
2. EXISTING TOPOGRAPHY, UTILITIES, AND PIPELINE ROUTE PROVIDED TO CIVIL & ENVIRONMENTAL CONSULTANTS, INC. (CEC) BY WEAVER CONSULTANTS GROUP (WEAVER) DATED APRIL 16, 2024, FILE NAME; "2024 04 16 PIPELINE ROUTE SURVEY_CLIENT.DWG".
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5. PROPOSED IMPROVEMENTS ILLUSTRATED ON THIS FIGURE CORRESPOND WITH CEC FINAL PLANS FOR LEE COUNTY RNG PIPELINE DATED MAY 23, 2024. DETAILED DESIGN INFORMATION INCLUDING GRADING AND DRIVEWAY DETAILS IS INCLUDED ON THE FINAL ENGINEERING PLANS.



DUTCH ROAD TEMPORARY & PERMANENT DRIVEWAY ACCESS

APPROXIMATELY 1,900 FEET NORTH OF THE INTERSECTION OF DUTCH ROAD AND US HIGHWAY 30



 Civil & Environmental Consultants, Inc.	1230 East Diehl Road Suite 200 Naperville, IL 60563 Ph: 630.963.6026 www.cecinc.com	AMERESCO LEE COUNTY RNG LLC LEE COUNTY PIPELINE MARION TOWNSHIP LEE COUNTY, ILLINOIS	
		DUTCH ROAD DRIVEWAY ACCESS	
DRAWN BY:	MJS	CHECKED BY:	ARG
DATE:	JULY 2024	DWG SCALE:	1"=50'
APPROVED BY:	DAK	FIGURE NO:	SP01.1
PROJECT NO:	340-348		



DRIVEWAY ACCESS PERMIT

David M. Anderson, P.E.,
County Engineer
1629 Lee Center Road, PO Box 193
Amboy, IL 61310
Phone: 815-857-4141
Fax: 815-857-4242
Email: bangleton@countyoflee.org

Address Dutch Road, Lee County (circle one) N S (E) W Side of Road
(Street or Road and City)
Between US Highway 30 and Dutch Road
(Cross Street or Road) (Cross Street or Road)
Approx. 1,900 North (E) MI. from
(circle one)

Subdivision _____ Lot _____ Block _____ Lot Size _____

Circle One		TYPE / USE OF ENTRANCE	
A. Type of Entrance		B. Proposed Use	
New Building	Residential	Single Family	Non Residential
Circle Drive		Two or more Family	Industrial
2nd Entrance		Garage	Commercial
Needs Entrance Widened		Accessory Building	Church
Needs Entrance New Location		Other	School
<u>Field Entrance</u>			<u>Other</u>

SELECTED CHARACTERISTICS OF ACCESS

Please check all that apply.

Residential ☐ Large Farm Equip. ☐
Commercial/Delivery Trucks ☒ Large Tractor/Trailer (semi) ☐
Farming Equip. (small) ☐ School Bus Turn Around ☐
Business ☐

IDENTIFICATION

Owner: William Slack 508-598-4377
(Name) (Phone Number)

Address: 111 Speen Street, Suite 410, Framingham, MA 01701
(Street) (City) (Zip)

Contractor: TBD

Email Address wslack@ameresco.com

I Hereby certify that the proposed work is authorized by the Owner of record and that I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws of this jurisdiction.

VALIDATION (for Lee Co. Hwy Dept use)

Permit # _____

PPN# _____

Permit Issued _____

County Engineer _____

Twp. Comm. _____

Township _____

CULVERT

Size: _____ Length: _____

Type: _____

Signature of Applicant


William Slack
Digitally signed by William Slack
DN: cn=William Slack, o=Lee County, ou=Engineering, email=wslack@ameresco.com, c=US, date=2024.07.23 11:20:12 -0400

Date

Amount Due for Culvert _____

EXHIBIT C

NOTICE OF VIOLATION FORM

NOTICE OF VIOLATION

Deliver to:

Ameresco Lee County RNG LLC
ATTN: Dean Handrow, Vice President
Construction Alternative Fuels
111 Speen Street, Suite 410
Framingham, MA 01701
Telephone: 508-598-3149
Email: dhandrow@ameresco.com

Method of Delivery
(Select all that apply)

- ☐ Email
☐ Overnight Delivery
☐ Personal Delivery to
construction manager at site

Date: _____, 202__

Notice is hereby given to Ameresco that a violation of the Road Use Agreement entered into by the Road Authority and Ameresco has occurred.

Select:	Type of Violation:	Fine:	Notes:
	Road closure exceeds approved time	\$1,000 (each 15 minutes)	
	Failure to obtain or comply with OW/OS vehicle permit	\$2,500	
	Use of unpermitted road	\$2,500	
	Failure to remediate road hazard	\$5,000	
	Failure to notify of road closure or limited access event	\$5,000	
	Traffic Control Deficiency	Up to \$2,500	

Location: _____

Date/time: _____

Worker(s) or Contractor(s) involved: _____

Additional Notes: _____

Signature: _____

Print Name: _____

Title: _____

Fine must be paid within 15 days' of receipt of this Notice and be delivered to:

Address: _____

EXHIBIT D
ACCESS PERMIT FORM

(attached)



DRIVEWAY ACCESS PERMIT

David M. Anderson, P.E.,
County Engineer
1629 Lee Center Road, PO Box 193
Amboy, IL 61310
Phone: 815-857-4141
Fax: 815-857-4242
Email: bangleton@countyoflee.org

Address _____ (circle one) N S E W Side of Road
(Street or Road and City) Approx. _____ FT. MI. from
(circle one)
Between _____ and _____
(Cross Street or Road) (Cross Street or Road)

Subdivision _____ Lot _____ Block _____ Lot Size _____

Circle One	TYPE / USE OF ENTRANCE		
A. Type of Entrance	B. Proposed Use		
New Building	Residential	Non Residential	
Circle Drive	Single Family	Industrial	
2nd Entrance	Two or more Family	Commercial	
Needs Entrance Widened	Garage	Church	
Needs Entrance New Location	Accessory Building	School	
Field Entrance	Other	Other	

SELECTED CHARACTERISTICS OF ACCESS

Please check all that apply.

Residential	Large Farm Equip.
Commercial/Delivery Trucks	Large Tractor/Trailer (semi)
Farming Equip. (small)	School Bus Turn Around
Business	

IDENTIFICATION	VALIDATION (for Lee Co. Hwy Dept use)
Owner: _____ (Name) (Phone Number)	Permit # _____
Address: _____ (Street) (City) (Zip)	PPN# _____
Contractor: _____	Permit Issued _____
Email Address _____	County Engineer _____
I Hereby certify that the proposed work is authorized by the Owner of record and that I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws of this jurisdiction.	Twp. Comm. _____
	Township _____
	CULVERT
	Size: _____ Length: _____
	Type: _____

Signature of Applicant _____ Date _____

Amount Due for Culvert _____

EXHIBIT E

OVERWEIGHT/OVERSIDED VEHICLES PERMITS FORM

(attached)

EXHIBIT _____ OVERWEIGHT/OVERSIZE VEHICLE PERMIT APPLICATION

____ Marion Township Road District
____ South Dixon Township Road District

(Select Appropriate Jurisdiction)

____ Lee County Highway Department

PERMIT NUMBER:

DATE OF MOVEMENT:

NAME AND ADDRESS:

MAKE:

TYPE OF LOAD:

METHOD OF MOVEMENT:

ROUTE OF MOVEMENT:

NUMBER OF AXLES:

TOTAL WEIGHT:

TOTAL WIDTH:

TOTAL LENGTH:

VOID IF LIMITATIONS STATED HEREIN ARE EXCEEDED

In accepting this permit, the grantee agrees that the vehicle or object can and will be moved strictly in compliance with the terms set forth in this permit.

SEE NOTE BELOW

A flagman shall be furnished by the grantee when the load exceeds twelve feet in width to insure safety to other traffic approaching this movement and projecting load shall be clearly marked with flags. The flagman shall be at least eighteen years of age and capable of using mature judgment in flagging traffic when his services are required. Other traffic shall be given the right of way over this movement at all times. Due care shall be taken that the overall height of the vehicle and load does not exceed the vertical clearance to any structures encountered along the route of movement. The object shall be mounted and moved in such manner that no part of the vehicle or load will extend beyond the center of traffic pavement.

The grantee shall assume all responsibility for accidents or damages that may accrue to persons or property either public or private, caused directly or indirectly by reason of the transportation of loads under this permit. This permit covers only the specific movements mentioned above and is not transferable. This permit shall be carried on the vehicle to which it refers and shall be open to inspection by any police officer or agent of this Road Authority. This permit is granted only with the understanding that the vehicle is properly licensed; that the grantee has proper authority to transport the load this permit covers. It is effective only insofar as this Road Authority has jurisdiction and does not release the grantee from any other existing laws relating to this movement.

PERMIT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ROAD USE AGREEMENT BETWEEN Ameresco Lee County and the ISSUING ROAD AUTHORITY. IF THERE ARE DISCREPANCIES, THE ROAD USE AGREEMENT SHALL CONTROL.

Date Permit was issued: _____

Signed _____
Road Authority

Fax: _____

Contact: _____

Date Permit Expires: _____

EXHIBIT F
UTILITY INSTALLATION PERMIT FORM

(attached)

LEE COUNTY HIGHWAY DEPARTMENT

1629 Lee Center Road

P.O. Box 193

Amboy, IL 61310

**Utility Permit
Application**

Public Improvement

☐ Yes ☐ No

Lee County Permit

Utility Reference No.

I (We) _____ , _____
Name of Applicant Mailing Address

City

State & Zip

_____ , hereinafter termed the Permittee,

request permission and authority to occupy, and to do certain work herein described on, the right-of-way of the County highway

known as _____ , Section _____ ,

from _____ to _____ in LEE County. The work

is described in detail below and/or on the attached sketch or plans.

This permit covers the operation and presence of specified equipment, material or facility on the right-of-way which may be related to the authorized work. A copy of this permit must be present when crews or equipment occupy highway right-of-way.

This permit is subject to conditions and restrictions of Part 530 of Title 92 of the Illinois Administrative Code, Accommodation of Utilities on Right-of-Way in the State of Illinois. The removal, relocation or modification of facilities permitted to occupy the right-of-way is governed by Section 9-113 of the Illinois Highway Code, as amended by Public Act 92-0470. The Permittee agrees to comply with the requirements of these laws and with all terms and conditions established by this permit. This permit is subject to revocation by the Lee County Highway Department on violation of the terms and conditions governing its use.

Signature of Agent for Permittee

Date

=====
: THIS PERMIT IS NOT IN EFFECT UNTIL SIGNED :
: BY THE APPLICANT AND APPROVED BY THE :
: LEE COUNTY ENGINEER. :
=====

Name of Permittee (Print or Type)

Mailing Address

City

State

Zip

The work authorized by this permit to be completed by _____ or within _____ days after the date of approval by the County, otherwise the permit will be considered null and void.

This permit allowing occupancy and work on Lee County right-of-way is approved.

Lee County Highway Department

Date

GENERAL PROVISIONS FOR UTILITY INSTALLATIONS

Applicability

The provisions set forth in this document are applicable for all projects that include the installation of any utility component within the right-of-way of the Lee County Highway Department for which a permit has been granted. The term "County" in the following paragraphs shall refer to Lee County. These provisions are considered to be supplemental to the specific installation details as shown on the supporting documents included with the permit request.

This permit is subject to the conditions and restrictions established in accordance with the Illinois Highway Code and Part 530 of Title 92 of the Illinois Administrative Code including but not limited to the following:

- (1) The applicant represents all parties in interest and shall furnish material, do all work, pay all costs and shall in a reasonable length of time restore the damaged portions of the highway to a condition similar or equal to that existing before the commencement of the described work, including any landscape restoration necessary. (See Section 530.250 of Title 92.)
- (2) The proposed work shall be located and construction to the satisfaction of the County Engineer or his duly authorized representative. No revisions or additions shall be made to the proposed work on the right-of-way without the written permission of the County Engineer or his duly authorized representative. (See Section 530.200 of Title 92.) In certain circumstances the County may require that the construction plans and/or the as-built documents be sealed by an Illinois Registered Professional Engineer. Typical of such projects would be petroleum or gas pipelines.
- (3) The applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the applicant. (See Section 530.240 of Title 92.)
- (4) The applicant must ascertain the presence of Highway Authority Agreements established in accordance with 35 Ill. Admin. Code Section 742.1020 in the path of its proposed installation and take precautions to protect its workers, human health and the environment in those areas. (See Section 530.240 of Title 92.) Where contamination is encountered through excavation in the ROW, it should be managed offsite.
- (5) The applicant shall not trim, cut or in any way disturb any trees or shrubbery along the highway without the approval of the County Engineer or his duly authorized representative. (See Section 530.600 of Title 92.)
- (6) The facilities authorized to occupy the right-of-way by this permit are subject to removal, relocation or modification by the permittee at no expense to the County on notice given by the County in accordance with Section 9-113 of the Illinois Highway Code, as amended. Permittee shall cooperate with the County with the scheduling of any removal, relocation or modification deemed necessary for highway or highway safety purposes. Use of and compliance with current IDOT Traffic Control Standards will be required. This permit in no way constitutes the establishment of an easement
- (7) The permittee agrees to fully comply with the following legal obligations in advance of entering and while upon any Right-of-way within the County Highway System.
 - a) Open cutting of roadways will not be permitted.
 - b) Only a permit issued by the County under this Part will satisfy the "written consent" requirement of Section 9-113 of the Illinois Highway Code (the Code).
 - b) A permit from the County grants a license only to undertake certain activities in accordance with this Part on a County right-of-way, and does not create a property right or grant authority to the permittee, to impinge on the rights of others who may have an interest in the right-of-way. Such others might include an owner of an underlying fee simple interest if the right-of-way is owned as an easement or dedication of right of way, an owner of an easement, or another permittee.
 - c) It shall be the responsibility of the permittee to ascertain the presence and location of existing above-ground or underground facilities on the highway right-of-way to be occupied by their proposed facilities. When notified of an excavation

or when requested by the County, a permittee shall locate, physically mark, and indicate the depth of its underground facilities within 48 hours excluding weekends and holidays.

- d) The permittee shall avoid conflicts with any existing underground or above-ground facilities on or near the highway right-of-way. Both the County and J.U.L.I.E. are to be contacted for assistance during the application process.
- e) The permittee shall comply with all other applicable laws relating to the placement of utility lines.
- f) The issuance of a utility permit by the County does not excuse the permittee from complying with any existing statutes, local regulations or requirements of the County (e.g., oversized and overweight vehicles) or the requirements of other County or State agencies including, but not limited to, the following:

Illinois Commerce Commission
Illinois Department of Agriculture
Illinois Department of Natural Resources
Illinois Department of Mines and Minerals
Illinois Environmental Protection Agency
Illinois Historic Preservation Agency

- g) Rights of abutting and underlying property owners are protected by common law and Sections 9-113 and 9-127 of the Code. The permittee will address these rights prior to initiating activities on County right-of-way. The County will not be a party in any negotiations between the utility and abutting property owners.
- h) In no case shall the permit give or be construed to give an entity any easement, leasehold or other property interest of any kind in, upon, under, above or along the County highway right-of-way.
- i) Each person responsible for a utility, in place on the effective date of this Part, on a County highway right-of-way shall notify the County in writing, if that facility does not comply with this Part. The County shall treat such a notice as a request for a variance under Section 530.130. Until informed that a variance will not be granted, a person responsible for a pre-existing utility will not be in violation of this Part. The failure to provide such notice constitutes a violation of this Part and of the utility accommodation permit (if any) and would justify the imposition of the sanctions set forth in Section 530.810.

- (8) All field drainage tiles damaged by the permittee within the Right-Of-Way shall be repaired in a timely manner at the sole expense of the permittee.
- (9) The permittee shall indemnify and save harmless the County of Lee, its officers, employees and agents from and against any and all judgments, damages, decrees, costs and expenses, which they or any number of them may suffer or incur or which may be obtained against any one or all of them by reason of damage to your facilities or your use and occupation of the County of Lee's road right of way pursuant to this permit. In addition, any administrative time expended by the County of Lee to refute any claim by the permittee against the County of Lee shall be billed either directly to the permittee, or as an addition to the permit fee charged on the next requested permit by the permittee, at the current hourly labor rate plus fifteen percent.