

## **Lee County, Illinois & Maples Road Solar 1, LLC Solar Farm Road Use Agreement**

This "Agreement" is entered on November 21, 2024 ("Effective Date), by and between Maples Road Solar 1, LLC, a Delaware limited liability company ("Developer"), and Lee County, Illinois (the "County") for the use of County roads as designated on the attached Exhibit A (collectively, the "County Road") for the construction of a solar farm known as the "Maples Road Solar Farm" (which may be referred to herein as the "Project"), and in consideration of the forgoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows herein.

1. 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 the County, 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 on its behalf under this Agreement.
2. The County permits Developer access to the proposed solar farm construction site located West of the intersection of Maples Road and Stony Point Road in Section 36 of Dixon Township, Lee County, Illinois.
3. Developer hereby agrees to, and shall cause its contractors, subcontractors and suppliers, employees, agents, and designees ("Developer's Parties") to abide by, the terms and conditions set forth in this Agreement. Although the paragraphs in this Agreement refer to Developer, the parties agree that Developer is responsible for Developer's Parties abiding by the terms and conditions set forth in this Agreement and Developer shall be responsible for any breach by Developer's Parties of the terms and conditions set forth in this Agreement.
4. Before construction of the solar farm begins, Developer shall retain a civil engineering firm to conduct an inspection of the County Road and produce a report which shall document the current condition of the County Road and shall include a series of still images of the road surfaces taken every 20 feet and compiled to provide a viewer a virtual drive of the County Road, and if applicable and to the extent reasonably accessible, photographs of the interior of all bridges, box culverts, culverts, and the road surface above each bridge, box culvert, and culvert on the County Road. A copy of the report shall be delivered to the County Engineer upon completion.
5. In accordance with the Illinois Underground Utility Facilities Damage Prevention Act and the regulations promulgated thereunder. Developer shall provide JULIE with the necessary information to update its records. Developer shall be responsible for contacting the various public utility companies and locating their properties before any construction shall start and Developer shall be responsible for reimbursing owners for any damage or injury to such properties which may be caused by Developer's activities and operations.

6. At least seven (7) calendar days before construction of the solar farm begins, Developer shall notify the County Engineer and shall provide written notice to the County Engineer identifying the name, address, and both regular and emergency contact information of its construction manager for communication purposes regarding this Agreement. Any change in contact information shall be promptly communicated to the County Engineer in writing.
7. Construction of the solar farm shall begin on or before December 2, 2024 and shall be completed by August 9, 2025. Developer shall have the right to extend the completion date for two (2) periods of thirty (30) calendar days each (a "Construction Extension Period") by delivering to the County Engineer notice thereof prior to the completion date stated in the paragraph or a Construction Extension Period, as the case may be, and depositing with the County the sum of One Thousand and 00/100 Dollars (\$1,000.00) for each Construction Extension Period, which sum shall be non-refundable.
8. Developer's construction manager shall provide information and updates as necessary and as requested to the County Engineer concerning construction and use of the County Road. If there is a planned road closure or limited access to the County Road, Developer's construction manager shall notify the County Engineer by email or telephone at least one (1) business day before the road closure or limited access event. Any road closure or limited access to the County Road (including the location and length of time) shall be approved in advance by the County Engineer, which approval shall not be unreasonably withheld. If an emergency road closure is needed, the construction manager shall immediately notify the County Engineer. Road and intersection closures shall be marked and signed by Developer at its expense in accordance with the Manual on Uniform Traffic Control Devices and any other applicable requirements set forth in State statute or regulation or other applicable local ordinance. Developer shall provide reasonable notice to the County Engineer, the Lee County Emergency Services and Disaster Agency, local law enforcement agencies, affected rural mail providers, affected school districts and fire protection and ambulance service providers prior to closing the County Road or intersections. The County Engineer may issue a Notice of Violation (Exhibit B) and impose a fine of \$5,000.00 if Developer fails to comply with this section.
9. Developer 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 County Road in accordance with the Manual on Uniform Traffic Control Devices.
10. Upon request of the County Engineer, and at least ten (10) business days before construction of the solar farm begins, Developer shall obtain and deliver to the County Engineer

Insert number: 7

signs advising “No Solar Farm Construction Traffic” to be posted at various locations as an aid to traffic management. All such signs shall comply with the Manual on Uniform Traffic Control Devices.

11. Developer and its Parties shall not use County roads or road rights-of-way as storage or staging areas or as parking areas for vehicles and equipment.
12. Vehicles driven by Developer and Developer’s Parties will abide by local, state, and federal speed limit guidelines and comply with the Illinois Vehicle Code, 625 ILCS 5/1-100 *et seq.* and other laws applicable to vehicles.
13. The weight limit on the County Road during the traditional Spring road posting period (typically, January 15th to April 15th of each year); seasonal weight limits apply as follows:

Axles	Gross Vehicle Weight
2 Axles - Single Rear Tire	8,000 Pounds
2 Axles - Dual Rear Tires	18,000 Pounds
2 Axles - Farm Wagons & Fertilizer Buggies	9,000 Pounds
3 or More Axles - Dual Rear Tires	33,000 Pounds
Floaters	
Axles	Gross Vehicle Weight
Axle with 1 Tire	9,000 Pounds
Axle with 2 Tires	18,000 Pounds

At all other times, the gross weight limit of all vehicles is 80,000 pounds. For any vehicles exceeding these limits, Developer shall obtain an overweight/oversize vehicle permit from the County Engineer. 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 and road conditions permit. The form of the overweight/oversize vehicle permit is attached hereto as Exhibit C. In the event Developer fails to obtain a required vehicle permit or fails to comply with the provisions of a vehicle permit, the County Engineer may issue a notice of violation in the form attached hereto as Exhibit B (a “Notice of Violation”) and may impose a fine of \$2,500.00 for each violation and Developer shall pay any fine imposed within fifteen (15) business days. A violation notice may be issued by the County Engineer for unauthorized use of County or township roads within Lee County.

14. Beginning with the month the Developer starts construction on the solar farm, the County Highway Department shall deduct from the Deposit (defined below) a monthly fee of Five Hundred Dollars (\$500.00), said monthly fee compensates the County for time spent on this Project by the County prior and after the execution of this Agreement so that the County's taxpayers do not bear any financial burden as result of the construction of Project. The monthly fees are due the first day of each month, are not refundable, and shall not be prorated.
15. Developer shall apply for an entrance permit to the Project site providing the entrance specifications and using the application form attached hereto as Exhibit D. Developer shall not create an entrance point until the permit is issued. The entrance culvert shall be installed at Developer's expense by Developer's contractor. The culvert shall be no less than eighteen inches (18") and shall be a new, riveted, corrugated, metal culvert pipe (or like comparable materials as approved by the County Engineer). No spiral culverts shall be used. The County Engineer may require a hydraulic report prepared by an Illinois Professional Engineer to determine the culvert diameter and minimum cover. The County grants Developer authorization to install the culvert within the road right-of-way to the extent the road right-of-way is under the County's jurisdiction.
16. The Developer shall submit an application for a permit for utility installations within the public right-of-way using the Utility Permit Application form attached hereto as Exhibit E.
17. The County Engineer and Developer will monitor the County Road for any safety issues, damages needing immediate repairs, traffic signs needing replacement, or other activity requiring actions to ensure the County Road remains safe for the motoring public. The County, by its County Engineer, and Developer, by its construction manager, will communicate with one another as to such issues. If serious or emergency repairs to the County Road are required, Developer shall cause necessary repairs to be made at its expense and to the satisfaction of the County Engineer to ensure safe passage of the motoring public within a reasonable time, and in any event within twenty-four (24) hours; unless an immediate hazard exists that renders a County Road incapable of being used, in which case Developer shall take action as soon as reasonably possible to make the County Road safe for the motoring public. If the County Road is not safe for travel by the motoring public, the County Engineer may close the road upon providing reasonable notice and details of such hazardous conditions to Developer. The County Engineer may issue a Notice of Violation (Exhibit B) and impose a fine of \$5,000.00 if Developer fails to remediate a road hazard in a timely manner.
18. The County Engineer may issue a Notice of Violation (Exhibit B) and impose a fine of up to \$2,500.00 if the County Engineer determines a traffic control deficiency exists as provided for in the attached notice or as 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 County Engineer shall notify and direct Developer 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.

19. In the event Developer or Developer's Parties use a local road under the jurisdiction of the County or any other road jurisdiction which is not permitted by this Agreement, Developer shall be liable for the cost of repairing any damage caused by the unauthorized use and shall pay a fine in the amount of \$2,500.00 to the affected road authority, in addition to any other fines that may apply.
20. All work on the County Road and rights-of-way shall be performed in a good and workmanlike manner and shall be in accordance with IDOT Standards and the "Standard Specifications for Road and Bridge Construction" (and any updates thereto), the "IDOT Standard Specifications") and local standard specifications.
21. In the event Developer reimburses the County for road work performed by the County, Developer shall pay for the County's work in accordance with Motor Fuel Tax Equipment Rates for the County in effect at the time the work is performed. Payments shall be made by Developer to the County within thirty (30) calendar days from the date a bill is delivered to Developer by mail or e-mail.
22. Developer shall be financially responsible for the repair of any damage to the County Road to restore the County Road to the same or better condition as existed prior to the damage (the "Road Repairs"). The scope of road damage (if any) at the time this Agreement is executed cannot be known; if conditions warrant following construction of the solar farm, the Road Repairs may require subsurface, drainage, and surface repairs (including a hot mix asphalt surface treatment), as well as ditch and shoulder work (including seeding) and related engineering services.
23. When construction of the solar farm is complete, the County Engineer, a representative from Developer, and civil engineers as the parties may select, shall meet and review the condition of the County Road and discuss the required Road Repairs. Following the on-site review of the County Road, the parties shall make a good faith effort to promptly and mutually agree to the needed Road Repairs, as well as the cost of the Road Repairs so that a lump sum amount (the "Road Repair Payment") shall be paid by Developer to the County.
  - a. If the parties cannot agree upon Road Repairs 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 Developer.

24. Developer shall furnish the County with evidence of liability insurance in the amount of at least Five Million Dollars (\$5,000,000.00) (United States currency) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate with a deductible of not more than Five Thousand Dollars (\$5,000.00) covering the activities of Developer contemplated by this Agreement. The insurance shall be written by a company rated A- or better by A.M. Best Company or as otherwise determined to be acceptable by the County Engineer. A Certificate of Insurance shall be provided to the County Engineer before construction of the solar farm begins. The insurance policy shall provide for a thirty (30) day "prior notice of changes or termination" provision in favor of the County. Should Developer allow such liability insurance to terminate, the County shall have recourse against the funds posted by Developer sufficient to cause the liability insurance to be reinstated. Lee County and its elected and appointed officials, agents, and employees shall be named as additional insureds on the policy.
25. Upon execution of this Agreement, Developer shall deposit the sum of Fifty Thousand Dollars (\$50,000.00) with the Lee County Treasurer (the "Deposit"). Developer agrees the Deposit may be used by the County to pay for third-party expenses incurred by the County (including all reasonable direct costs incurred in connection with any and all the road issues relating to Developer's use of the County Road) and to ensure Developer's performance of its obligations under this Agreement, including providing financial security to the County for the cost of Road Repairs for which Developer is otherwise responsible under this Agreement during and after Project construction. Should the County's out of pocket cost or expense of performing any of Developer's financial responsibilities under this Agreement exceed the Deposit amount, Developer shall remain liable for any additional cost or expense and shall replenish the Deposit upon written request by Lee County. The County shall provide notice of withdrawals from the Deposit to Developer when withdrawals are made.
  - a. In the event of a default by the Developer, the County shall not use the Deposit unless and until fourteen (14) calendar days after the receipt by Developer of a written notice specifying such default; if, after said fourteen (14) day period, (1) Developer 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, if Developer has not begun diligently pursuing actions to remedy the default.

- b. 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 the Developer's delivery of the Road Repair Payment to the County. The remaining balance of the Deposit shall be returned to the Developer within thirty (30) days following the expiration of the one (1) year period, unless otherwise required by Lee County ordinance.

- 26. The Parties acknowledge that there may be farm drainage tiles located under roads to be used by the Developer for Project construction. In the event that drainage tiles are damaged as a result of the Developer's Project, the Developer 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 County. The Parties expressly acknowledge that a damaged farm drainage tile may not become apparent when the drainage tile is actually damaged and, therefore, the Developer's liability to repair a damaged farm drainage tile shall extend one (1) year beyond the date that the County accepts the Road Repair Payment.
- 27. Developer shall indemnify, defend, and hold the County harmless for any and all claims, demands, suits, actions, proceedings, or causes of actions brought against Lee County, and/or the County's officers, employees, agents, representatives, and permitted assignees of any of the foregoing for any judgments, liabilities, obligations, fines, penalties, or expenses, including reasonable attorneys' fees and expenditures pertaining to third party personal injury or property damage ("Losses"), including but not limited to claims related to any damage caused by increased runoff or change in drainage patterns caused by Developer's construction of the solar farm (including, but not limited to, the construction of access roads, laydown yards, and substations) but only to the extent that such Losses arise directly from the acts of Developer or Developer's Parties.
- 28. Developer shall pay for all reasonable attorneys' fees and costs associated with the negotiation, drafting, and execution of this Agreement, and for the ongoing review of compliance with the Agreement in the ordinary course. The Parties agree the County may deduct its attorneys' fees and costs from the Deposit.
- 29. If any action at law or in equity is brought by the County to enforce this Agreement and the County prevails in such litigation, the County shall be entitled to receive from Developer reasonable attorneys' fees and costs incurred, in addition to any other relief to which the County may be entitled.
- 30. This Agreement shall terminate upon the release and return of the Deposit to Developer.
- 31. In the event Developer desires use of County roads for the development of another new or separate solar energy project, another road agreement with the County shall be required.

32. All notices and other communications hereunder shall be in writing and addressed as follows:

If to the County:

Lee County Highway Department  
ATTN: County Engineer  
1629 Lee Center Road  
Amboy, IL 61310  
815-857-4141  
danderson@countyoflee.org

With a copy to:

Lee County State's Attorney  
309 S. Galena Avenue  
Dixon, IL 61021  
815-284-5245  
cboonstra@countyoflee.org

and

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

If to Developer:

Maples Road Solar 1, LLC  
ATTN: Rick Berube  
530 Gaither Rd, Suite 900  
Rockville, MD 20850  
Phone: 301-944-5130  
Email: rick.berube@standardsolar.com

Unless otherwise provided, a notice shall be deemed to be received by a party (1) on the date of personal service; (2) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (3) on the next business day if sent by overnight delivery service (e.g. *Federal Express*) with all fees prepaid. Notice may be sent to a provided e-mail address, however, notice sent via e-mail shall be followed by notice delivered by method described in subsections (1) - (3), unless such additional notice is waived in writing by the party receiving the notice. If notice is effected by e-mail, notice shall be deemed received on the date the receiving party provides written notification to the other party that a delivery of notice by supplemental means is not required. Either party may change the designated contact by providing notice to the other party of the new contact information in accordance with this paragraph.



33. 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.
34. The failure of a party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.
35. This Agreement (including Exhibits) shall constitute the complete and entire agreement between the parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set forth in this Agreement, this Agreement may be amended only by a written agreement signed by the parties.
36. In the event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
37. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.
38. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to the conflict of laws provisions in such state. Any disputes arising under this Agreement between the Parties shall be decided by a court of competent jurisdiction in the Fifteenth Judicial Circuit, Lee County, Illinois.
39. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by e-mail shall be as effective as delivery of a manually signed counterpart to this Agreement. Electronic signatures complying with the Uniform Electronic Transactions Act, 815 ILCS 333/1 *et seq.*, as amended from time to time, or other applicable law, will be deemed original signatures for purposes of this Agreement.
40. 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.

41. A Memorandum of this Agreement (substantially in the form of Exhibit G hereto) shall be recorded with the Lee County Recorder of Deeds by Developer at its expense within thirty (30) calendar days after the execution of this Agreement and a copy of the recorded Memorandum shall be delivered to the County Engineer within sixty (60) calendar days after the execution of this Agreement.

42. In the event of any ambiguity in the terms of this Agreement that the parties are unable to resolve and a dispute concerning such an ambiguity is subject to resolution by a judicial or alternative dispute resolution proceeding, then the ambiguity, if an ambiguity is found to exist, shall be interpreted and resolved in the light most favorable to the County.

**IN WITNESS WHEREOF**, each party hereto has caused its duly authorized representative to sign this Agreement on its behalf as of the date first set forth above.

Maples Road Solar 1, LLC

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

*Rick Berube*

Name: Rick Berube

Title: Authorized Signatory

Lee County, Illinois

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

Name: Bob Olson

Title: County Board Chair

Attest: \_\_\_\_\_

Name: Nancy Petersen

Title: County Clerk



**Exhibit B: Notice of Violation Form****NOTICE OF VIOLATION**

Deliver to:

Maples Road Solar 1, LLC  
 ATTN: Rick Berube  
 530 Gaither Rd, Suite 900  
 Rockville, MD 20850  
 Phone: 301-944-5130  
 Email: rick.berube@standardsolar.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 Developer that a violation of the Road Use Agreement entered into by the County and Developer has occurred.

Select:	Type of Violation:	Fine:	Notes:
	Road closure exceeds approved time	\$1,000 (each 30 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:  
 Lee County Highway Dept., 1629 Lee Center Road, Amboy, IL 61310**

Exhibit C: Overweight/Oversize Vehicle Permit Application

LEE COUNTY HIGHWAY DEPARTMENT  
1629 Lee Center Road, Amboy, IL 61310  
Telephone: 815-857-4141  
Email: danderson@countyoflee.org

◆◆ PERMIT IS ONLY VALID ON LEE COUNTY ROADS ◆◆

**Permit Fee:** \$200.00 per mile in ½ mile increments for oversized or overweight vehicles;  
\$400.00 per mile in ½ mile increments for overweight & oversized

Applicant Name: \_\_\_\_\_ (on behalf of \_\_\_\_\_ Solar Farm)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**ROUTE INFORMATION**

County or Township Road Number: \_\_\_\_\_ Location on road: \_\_\_\_\_

Common Names: \_\_\_\_\_

**ATTACH A MAP, INDICATING PROPOSED ROUTE**

**OBJECT OR LOAD TO BE MOVED:** \_\_\_\_\_

Maximum Loaded Weight: \_\_\_\_\_

Maximum Height: \_\_\_\_\_

Maximum Width: \_\_\_\_\_

Method of Movement: \_\_\_\_\_

**VEHICLE IDENTIFICATION:** \_\_\_\_\_

Maximum Speed not to Exceed: \_\_\_\_\_ MPH

**SCHEDULE INFORMATION:**

Starting Date & Time: \_\_\_\_\_

Duration of Permit: \_\_\_\_\_

Grantee agrees to abide by the general provision, conditions and restrictions imposed by the Lee County Highway department and/or Township Road Commissioner governing movement of oversize vehicles and objects over County Highways and Township Roads as outlined on page 2.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**ADMINISTRATIVE:**

Permit Issued: \_\_\_\_\_, 20\_\_\_\_\_

☐

Fees Paid

\_\_\_\_\_  
David Anderson, County Engineer

### **GENERAL PROVISIONS FOR MOVEMENT PERMIT**

The Grantee of the movement permit agrees to the following conditions and restrictions.

1. That said vehicle and its load will be transported during the daytime and on a day other than Saturday, Sunday or a holiday and within the time limit specified in the permit; provided, however, if the State of Illinois issues an overweight or oversize vehicle permit allowing transport on a Saturday, Sunday or holiday, the Road Authority shall also issue a permit for the vehicle to travel upon a Local Road.
2. That the equipment, load or object to be transported will not be loaded or unloaded nor parked either day or night upon the highway without specific permission from an authorized person.
3. That the traveling public will be protected by properly marking the vehicle and load with flags and furnishing flagmen when required while en route.
4. That any permit issued will not apply to County or Road District bridges that are posted for load limits.
5. That the Grantee assumes all responsibility for injury to persons or damage to public or private property, including his own, or the object to be transported, caused directly or indirectly by the transportation of vehicles or vehicles and objects authorized under a permit issued. The Grantee agrees to hold the County or Road District harmless from all suits, claims, damages or proceedings of any kind, and to indemnify the County or Road District for any claim it may be required to pay arising from the movements.
6. That the driver of such vehicle, or person in direct charge of transporting such object, will have the permit in his possession during the progress of the transportation and will show said permit on demand, to any police officer or any other authorized person.
7. That such vehicle is properly licensed in accordance with Illinois laws and that the owner of the vehicle has proper authority to transport the load to be moved.
8. That the Township Highway Commissioners and County Engineer shall be notified of the day and time the movement is to be made. The movement shall stop if the temperature exceeds 85 degrees. If material is required to be spread on the roads ahead of the movement to avoid road damage, the Grantee will be responsible for the material cost.
9. Moves shall not be made when highway is covered with snow or ice, or when visibility is unduly impaired by rain, snow, fog, smog, or at any time travel conditions are considered to be unsafe by the Illinois State Police ("ISP") or the County Sheriff's Department. ISP or the Sheriff's Department may direct or escort a vehicle off the roadway to a place of safety.

**Permit is subject to the terms and conditions of the Road Use Agreement entered into  
by the Solar Farm Developer and the Road Authority issuing this Permit.  
If there are any discrepancies between this form and the Road Use Agreement,  
the Road Use Agreement shall control.**

Exhibit D: Entrance Permit Application

*(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	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
Field Entrance			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 _____
	<b>CULVERT</b>
	Size: _____ Length: _____
	Type: _____

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Amount Due for Culvert \_\_\_\_\_



Exhibit E: Utility Permit Application

*(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  
\_\_\_\_\_, \_\_\_\_\_, hereinafter termed the Permittee,  
City State & Zip

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.

=====

**: THIS PERMIT IS NOT IN EFFECT UNTIL SIGNED :**

**: BY THE APPLICANT AND APPROVED BY THE :**

**: LEE COUNTY ENGINEER. :**

=====

\_\_\_\_\_  
Signature of Agent for Permittee Date

\_\_\_\_\_  
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., 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.

Exhibit G:     Memorandum of Agreement

MEMORANDUM  
OF AGREEMENT

**NOTICE IS HEREBY GIVEN** that an Agreement was entered into by and between Lee County and Maples Road Solar 1, LLC (the “Developer”) concerning use of local roads and road rights-of-way under the jurisdiction of Lee County and affecting real estate in the following sections of Dixon Township:

Township 22 North – Range 9 East – Section 36

The Agreement imposed obligations upon the Developer related to use of local roads and road rights-of-way under the jurisdiction of Lee County for the construction of the Developer’s solar farm located on the parcel identified:

LEGAL DESCRIPTION:    All that part of the Northeast 1 /4 of Section 36, Township 22 North, Range 9 East of the 4th Principal Meridian, Lee County, Illinois, described as: Commencing at a found 5/8" rebar at the Northeast corner of said Section 36; thence South 00°42'36" West 971.98 feet along the East line of said Section TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence continuing South 00°42'36" West 1631.74 feet along said east line; thence South 89°42'30" West 981.02 feet; thence North 00°00'00" East 204.96 feet; thence South 90°00'00 " West 72.96 feet; thence North 00°01'48" East 621.94 feet; thence North 00°01' 51" East 807. 97 feet; thence North 89°54'26" East 1073.43 feet to the place of beginning of this description. Containing 1,722,547 square feet (39.54 acres), more or less.

PIN:    07-02-36-400-008

No Common Address Available.

THIS DOCUMENT PREPARED BY:

Maples Road Solar 1, LLC

c/o \_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

Maples Road Solar 1, LLC

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 202\_\_\_\_

AND RETURN TO:

Lee County Highway Department

1629 Lee Center Road

Amboy, IL 61310

Subscribed to and sworn before me on

\_\_\_\_\_, 2024

\_\_\_\_\_

Notary Public