



# KORVER SOLAR, LLC 4.00 MW COMMUNITY SOLAR FACILITY

Prepared by: Korver Solar, LLC  
McHenry County Conditional Use Permit Application October 29, 2025



## Introduction

Korver Solar, LLC is a limited liability company owned by Cultivate Power, LLC. Korver Solar, LLC, the Applicant, has prepared this application for a 4.00 megawatt (MW) solar energy facility in McHenry County, Illinois. This 4.00 MW facility may be referred to herein as “Korver Solar” or “the project.”

We submit this request on behalf of the property owner, William Gruber. Cultivate Power, LLC, or another qualified solar farm owner and operator, will provide the financial backing and technical expertise to ensure the success of Korver Solar, LLC. Cultivate Power is a dedicated distributed generation solar developer focused on Illinois. Our team has a combined 100 years of experience developing and financing solar projects and we are excited to bring solar to McHenry County.

We are excited by the opportunity to provide McHenry County with a long-term source of clean, sustainable energy. Beyond that, the project will generate income for our landowner, create an opportunity for ComEd customers to subscribe to power at or below market rates, and increase the local tax base.

This application was prepared according to the requirements detailed in **Title 16: Unified Development Ordinance, Chapter 16.56.030, Subsection PP and Chapter 16.20.40, Subsection E, Approval Standards for Conditional Use Permits of McHenry County Illinois, Code of Ordinances.** Korver Solar, LLC respectfully submits information, exhibits, and materials which are incorporated into and made part of the Application below in order to comply with the McHenry County conditional use permit Standards for Issuance.

We thank you for your consideration and look forward to working together to bring the benefits of a solar energy facility to the area. Please let me know if I can provide additional information or assistance.

Sincerely,

Paul Bottum

847-312-3712

[Bottum@Cultivate-Power.com](mailto:Bottum@Cultivate-Power.com)

Cultivate Power



## Project Overview

**Project Name: Korver Solar, LLC**  
**Nearest Cross Streets: US Hwy 14 and Ridgefield Rd.**  
**Township: Nunda**  
**Size: 4.00MWac**  
**# of panels = 9,925**  
**Acreage: 36 acre parcel, 24 acre project area**  
**Zoning District: Agricultural**  
**Landowner: William Gruber**

Korver Solar, LLC will contain rows of Photovoltaic (PV) cell modules mounted on posts set in the ground. The project will be a self-contained, low-impact development requiring little to no local municipal services.

Korver Solar will bring significant economic and energy benefits to McHenry County and is not projected to have an adverse impact on public health, safety or general welfare, nor will it affect the comfort and convenience of the public or of the immediate neighborhood.

Korver Solar was determined as an ideal location for solar farm development for a variety of factors including:

- Proximity to relevant electrical and road infrastructure
- Likelihood of wetlands and other protected landforms or species
- Slope of land and direction of this slope
- Interest from our landowner
- Current zoning district and surrounding uses

The project will have minimal impact on surrounding properties, which are predominantly zoned A1 Agricultural.

The anticipated power output of the project is approximately 6.8 million kilo-watt hours (kWh) annually, enough to power approximately 950 single-family homes.<sup>1</sup> Korver Solar, LLC expects to invest an estimated \$6,000,000 in the project, create 20 local jobs during construction<sup>2</sup> and significantly increased property tax revenue over the lifetime of the project. Cultivate Power is a proud partner of each community that we work with, and we look forward to a continued relationship with McHenry County.

<sup>1</sup> <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>

<sup>2</sup> <https://www.seia.org/research-resources/national-solar-jobs-census-2020>



## Commercial Solar Ordinance – Title 16: Unified Development Ordinance, Chapter 16.56.030, Subsection PP

PP. *Commercial solar energy facility.* Conditional use permits for a commercial solar energy facility shall have no time limit, unless the use is abandoned as specified in subsection PP.4. below (Commercial solar energy facility: Abandonment), or the permit is revoked in accordance with § [16.20.040](#) I. (Revocation of Conditional Use Permits).

### 1. Application.

- a. A threatened and endangered species consultation (**EcoCAT**) from the Illinois Department of Natural Resources is required at the time of conditional use permit application for any site that is five (5) acres or greater in size and currently in agricultural use or undeveloped.

*The project has completed an EcoCAT review and will follow the report recommendations. The project will submit an environmental review with the USFWS.*

- b. A **site plan** shall be provided showing all improvements, including structures, fencing, power lines (above and below ground), lighting, and landscaping, at a detail sufficient to understand the location, height, appearance, and area.

*See Exhibit F.*

- c. All other application submittal requirements outlined in the *Planning and Development Department Zoning Application Packet* as published on the McHenry County Website.

*The project has submitted, by way of Exhibits, all of the requirements outlined in the Planning and Development Zoning Application Packet requirements.*

### 2. Site design.

- a. Solar panels, structures, and electrical equipment, excluding fences and power lines for interconnection, shall be erected no less than fifty (50) feet from any lot line and no less than one hundred fifty (150) feet from any residence, other than a residence on the same ownership parcel.

*The proposed project will comply with the setback requirements. 50 feet from any lot line and a minimum of 150 feet from any residence that is not a participating residence.*



- b. No structures, excluding power lines for interconnection, may exceed twenty (20) feet in height. Power lines shall be placed underground to the maximum extent possible.

*Power and communication lines running between banks of solar panels will be secured using a Cable Management System (CAB). All DC power and communication lines will be buried underground. To support the required equipment to interconnect the proposed project to the ComEd grid, utility poles and a power line will be installed aboveground to interconnect to the existing overhead electrical infrastructure*

- c. Lighting must comply with § [16.60.020](#) (Exterior Lighting).

*There is no lighting on the site.*

- d. Solar panels shall have a surface that minimizes glare and shall comply with § [16.60.040D](#). (Lighting and Glare).

*Modules are designed with anti-reflective coating and demonstrate less glare than windows or water.*

- e. The facility shall be situated as to **minimize impacts to woodlands, savannas, wetlands, drainage tiles, and encroachment into flood plains**. All site development shall comply with the **Stormwater Management Ordinance**. Any damaged drainage tiles shall be repaired.

*The proposed project has been situated as to minimize impacts to the surrounding environment and will comply with all of the County's Flood Damage Ordinance and Stormwater Management Ordinance. The proposed project will repair/replace any damage to the drain tile system.*

- f. In order prevent erosion, manage run-off, and provide ecological benefit, the facility shall be **planted with "low-profile" native prairie species, using a mix appropriate for the region and soil conditions per Illinois Department of Natural Resources (IDNR) standards**, as amended from time to time.

*The project will provide a Vegetation Management Plan outlining the native prairie species mix appropriate for the region and soil conditions in alignment with the Illinois Department of Natural Resources (IDNR) Standards prior to building permit issuance.*



- g. Fencing shall be provided in compliance with the National Electrical Code, as applicable. The use of barbed wire must comply with § [16.56.050](#)H.1.c. of this Ordinance

*The project will be surrounded by a 7' agricultural style fence and gated for security purposes.*

- h. Any part of the facility that is within five hundred (500) feet of a **NONPARTICIPATING RESIDENCE**, or road right-of-way, shall be landscaped with an arrangement of native shrubs, subject to approval by the County Board, unless the facility is screened from view by existing vegetation.

*The proposed facility has consulted with the McHenry County zoning and planning office for guidance regarding vegetation landscaping. Vegetation screening consisting of native shrubs and evergreen trees will be installed, where necessary, in locations that are within five hundred (500) feet of a non-participating residence or road right of way.*

- i. Prior to building permit issuance, the operator shall prepare a landscape monitoring and maintenance plan to ensure the establishment and continued maintenance of the native prairie species, all installed landscape screening, and all existing vegetation that provides required landscape screening.

*The owner operator of the facility will prepare a landscape monitoring and maintenance plan to ensure establishment and oversight of vegetation screening and prairie species maintenance.*

- j. Prior to scheduled public hearing, the operator shall enter into an **Agricultural Impact Mitigation Agreement** with the Illinois Department of Agriculture (IDOA), as required by that department.

*Korver Solar LLC has executed an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture. The AIMA agreement is included as Exhibit H in the application documents.*

- k. Prior to building permit issuance, the operator shall provide an executed road use agreement between the Applicant and the appropriate governing road and highway jurisdictions or the Illinois Department of Transportation (IDOT), showing approved entrances.



*Prior to building permit issuance, the project will obtain the required McDOT access permit and enter into a Road Use Agreement with the County, Highway Commissioner or Township Road District, as necessary. The facility owner will pay for any reasonable costs incurred to repair and improve the roads following construction of the facility.*

**3. Safety.**

- a. Prior to construction, the operator shall prepare an emergency management plan acceptable to the County and the local fire district and shall be responsible for training of emergency personnel, as needed.

*The project has consulted with the local fire district and shared the preliminary site plan. The operator will provide an emergency management plan acceptable to the County and fire prevention bureau prior to construction. The project will provide resources to support training of emergency personnel, as needed.*

- b. A sign shall be posted providing the name of the operator and a phone number to be used in case of an on-site emergency.

*The proposed project will have a sign with the name of the operator and emergency contact number at the entrance to the site.*

- c. Access shall be granted, provided appropriate advance notice, for periodic inspection of the site by the County or the local fire district.

*The project has consulted with the local fire prevention bureau district and the operator will grant access, with appropriate advance notice, for inspection of the site by County or Fire District officials.*

- d. Damaged solar panels shall be removed, repaired, or replaced within sixty (60) days of the damage. The ground shall remain free of debris from damaged solar panels at all times.

*In the event that solar panels are damaged, they will be removed, repaired and replaced within sixty (60) days. The project will undergo scheduled inspections and the ground will always remain free of debris from damaged solar panels.*



**4. Abandonment.**

- a. The COMMERCIAL SOLAR ENERGY FACILITY shall be considered abandoned if the operator fails to pay rent as specified in the Agricultural Impact Mitigation Agreement, or it ceases to generate electricity for a period of twelve (12) consecutive months. Reports of electrical power production shall be provided to the County upon request. An abandoned COMMERCIAL SOLAR ENERGY FACILITY must be decommissioned and removed within twelve (12) months from the time it is deemed abandoned. The operator may appeal in writing to the Zoning Enforcement Officer for an extension of time in order to remove the facility or to bring the solar farm back into operation.

*Korver Solar, LLC guarantees that the facilities will be properly removed within 12 months of the end of the project lifetime or in the unlikely event that the system ceases power production for a period of 12 months. The project will provide reports on electrical power production when requested by the County. If necessary, the operator will appeal in writing to the Zoning Enforcement Officer for an extension of time to bring the project back or operation or to extend decommissioning.*

5. **Decommissioning.** Decommissioning and removal of the COMMERCIAL SOLAR ENERGY FACILITY shall be the responsibility of the operator upon abandonment or revocation of the conditional use permit.

All operators shall comply with the following:

- a. Prior to building permit issuance, the operator shall prepare a decommissioning plan which shows the final site conditions after the COMMERCIAL SOLAR ENERGY FACILITY has been removed from the property. Decommissioning plans shall require removal of all solar panels, electrical equipment, piles, foundations, and conduits (above and below ground). Access roads, fencing, groundcover, and landscaping may remain only by agreement of property owner.

*Prior to building permit issuance, Korver Solar, LLC will prepare a decommissioning plan outlining the steps to bring the facility back to the original site condition. Korver Solar LLC guarantees that the facilities will be properly removed within 12 months of the end of the project lifetime or in the unlikely event that the system ceases power production for a period of 12 consecutive months. The project will comply with all of the McHenry County decommissioning requirements.*



- b. Prior to building permit issuance, the operator shall submit an engineer's estimate of cost for decommissioning the facility and restoring the site in accordance with the approved decommissioning plan. Upon review and approval by the Zoning Enforcement Officer of the estimate, the operator shall obtain a bond, letter of credit, or other form of surety acceptable to the County to be held by the Department of Planning and Development in the amount of one hundred percent (100%) of the estimate. Provision of this financial assurance shall be phased in over the first eleven (11) years of the project's operation or as otherwise provided in accordance with the executed Agricultural Impact Mitigation Agreement.

*Prior to building permit issuance, Korver Solar, LLC will post a decommissioning bond with the County's Treasurers Office. Korver Solar, LLC understands and will submit payments in accordance with the payment schedule as listed in the Agricultural Impact Mitigation Agreement.*

- c. During the operation of the facility, a new engineer's estimate of cost for decommissioning shall be submitted every ten (10) years to the Department of Planning and Development. Upon approval of the estimated costs by the Zoning Enforcement Officer, a revised surety shall be provided to the Department of Planning and Development in the amount of one hundred percent (100%) of the new estimate.

*Korver Solar, LLC will submit an updated cost estimate every ten (10) years, and upon approval, will provide a revised surety bond to the Department of Planning and Development that meets one hundred percent (100%) of the new estimate.*



## EXHIBITS

Exhibit A: McHenry County Conditional Use Permit Application Form

Exhibit B: Solar Overview

Exhibit C: Construction Overview

Exhibit D: Operations and Maintenance Overview

Exhibit E: Decommissioning

Exhibit F: Site Plan

Exhibit G: FEMA FIRM Map

Exhibit H: AIMA

Exhibit I: IDNR EcoCAT Consultation

Exhibit J: ILHPA preliminary SHPO review

Exhibit K: Construction and Haul Route



# Exhibit A

**CONSENT TO ON-SITE INSPECTION**

I/We are the owners of record of the real estate which is the subject of this application. Owners of the described real estate do hereby freely and voluntarily consent to inspection of the site of the parcel in question for purposes of determining the appropriateness of the pending proposed zoning petition by the Zoning Enforcement Officer and/or designated representative, McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer, and hereby release such persons from any liability based in whole or in part on the inspection of the parcel in question. That in exchange for the above actions by the Applicant(s), McHenry County agrees that the Zoning Enforcement Officer and/or designated representative, member of the Zoning Board of Appeals or, if applicable, the McHenry County Hearing Officer, will inspect the parcel in question prior to considering the evidence presented upon the above application. In the case of Conditional Use applications, if approved by the McHenry County Board, the Zoning Enforcement Officer and/or designated representative many inspect the property periodically to ensure compliance with the adopting ordinance and any conditions therein.

**ACCEPTANCE OF FEES FOR TRANSCRIPTION SERVICES**

I/We, the applicant(s), verify that I/we are aware of the use of a transcription service utilized by McHenry County to prepare a record of public hearings. Applicant(s) agree to directly reimburse the Department of Planning and Development for all incurred transcript fees and associated costs for hearings before the McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer unless determined otherwise by McHenry County. The applicant(s) further recognizes failure to fully reimburse the County prior to the scheduled County Board Date will grant McHenry County the unconditional right to withhold the application from McHenry County Board action. Applicant(s) further understand that transcripts shall be retained by McHenry County as part of the permanent zoning application file.

**ZONING APPLICATION INTERPRETATION**

I/We understand that the McHenry County Department of Planning and Development Staff will review and evaluate this application per the text of the McHenry County Unified Development Ordinance, the Official Zoning Maps, and any relevant documentation provided by the applicant and otherwise available to the Department, and consult with other staff to create a Legal Notice and staff report.

**ACCEPTANCE OF FEES FOR NOTIFICATION**


I/We, the applicant(s), authorize the McHenry County Department of Planning and Development Staff to produce the Legal Notice of Public Hearing to be published and mailed per the requirements of Chapter 16.16 (Zoning Application Process) of the McHenry County Code of Ordinances. I/We agree to reimburse the County for the cost of certified mailing and publication to the newspaper, prior to a vote by the McHenry County Board, in order to meet the notification requirements for a public hearing by Illinois State Statute.

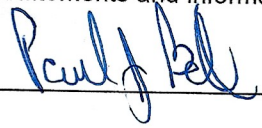
**CONSENT**

I/We hereby authorize that the applicant, attorney, or agent to act and testify on my behalf as my agent in the matter of this zoning application regarding the property listed above that is the subject of this application.

**VERIFICATION**

I/We hereby verify and attest to the truth and correctness of all facts, statements and information presented herein.

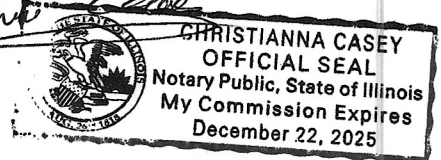
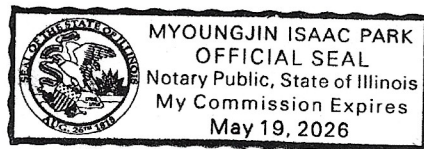
  
\_\_\_\_\_  
Owner's Signature  
William Corubet  
Print Name

Signed by:   
\_\_\_\_\_  
Paul Bottum  
Print Name

SUBSCRIBED and SWORN to before me  
this 13 day of October, 2025.

  
\_\_\_\_\_  
NOTARY PUBLIC

Subscribed and Sworn to by Paul Bottum before me this 9 day of September, 2025





# Exhibit B



## Exhibit B

# Solar Overview

## Solar Technology

Korver Solar, LLC will contain rows of Photovoltaic (PV) cell modules mounted on posts set in the ground. These rows of modules are referred to as “solar arrays” mounted on a single axis tracking system, which allows them to follow the sun throughout the day. The modules face east in the morning, are horizontal at midday, and face west in the afternoon, and are no more than fifteen (15) feet high at max tilt. Solar components will comply with the current edition of the National Electric Code, are UL Listed or equivalent, and will have an anti-reflective coating.

The basic components of any solar energy facility include: PV modules, inverters, combiner boxes, transformers, wires and conductor cables, structural racking system for PV modules, an access road, and perimeter fencing. Solar electricity production includes the following components:

- 1) Electrical Power Generation. Sunlight strikes the PV module cells, which convert photons of light into electrons, producing low-voltage, Direct Current (DC) electricity.
- 2) Combiner Boxes. The low-voltage, DC electricity is fed through cables from each PV module to a combiner box.
- 3) Inverters. The low-voltage, DC electricity is fed through cables from the combiner box to an inverter, where it is converted to low-voltage, Alternating Current (AC) electricity.
- 4) Transformers. The transformer steps up the low-voltage, AC electricity to the appropriate voltage so that it can be fed into the electrical transmission system.
- 5) Utility Distribution. Electricity is sent through the electrical sub-transmission lines to utility distribution systems for delivery to ratepayers.

Current photovoltaic modules are typically Crystalline Silicone (C-Si) and Thin Film (TF). The solar PV modules function as a solid state, inert crystal, similar to a pane of solid glass. The modules do not corrode and do not produce any emissions. The technology is encapsulated in layers of plastic and glass to prevent air and moisture from entering the cell and conversely prevents the release of materials out of the module and into the environment<sup>2</sup>. The solar panels are expected to work upwards of 40 years before they are recycled to recover the valuable materials contained inside.

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<sup>1</sup> [https://nccleantech.ncsu.edu/wp-content/uploads/2018/10/Health-and-Safety-Impacts-of-Solar-Photovoltaics-2017\\_white-paper.pdf](https://nccleantech.ncsu.edu/wp-content/uploads/2018/10/Health-and-Safety-Impacts-of-Solar-Photovoltaics-2017_white-paper.pdf)



## Exhibit B

The power from the solar farm is interconnected to the local ComEd distribution level grid through a point of interconnection (“POI”) with the utility. The POI consists of a few pieces of pole-mounted equipment that serve to measure and provide disconnects to the power. The utility then routes power around the local grid and to a nearby substation.

### Glare

Photovoltaic solar energy systems are designed to reduce reflection and have low potential to produce hazardous glare. Modules are covered with anti-reflective coating and demonstrate less glare than windows and water<sup>2</sup>.

### Sound

The solar energy system produces minimal sound during the day and no sound overnight. The main source of noise is from the inverter, but this noise cannot be heard beyond the project boundary. The inverter rated at 67 decibels, about the volume of a washing machine, at 10 meters.<sup>3</sup>

### Environmental Impact

Korver Solar will contract environmental consultants to perform field investigations, literature reviews, and agency consultations to identify and assess existing environmental conditions at the project site. Information derived from the environmental diligence is used by Korver Solar to avoid and minimize effects to environmental resources during the design process. Full compliance with federal, state, and local regulations will ensure Korver Solar will not result in adverse impacts to environmental resources. Korver Solar has consulted with the Illinois Department of Natural Resources who determined that adverse effects to protected species are unlikely from the project.

### Safety

Korver Solar will be a safe facility that will not impact the well-being of local residents or McHenry County. Solar energy facilities are very safe, with simple and proven technologies.

The project will be constructed according to all required building and electrical codes and safety measures. Site plans will be approved by all applicable local authorities, and regularly visited throughout construction as required by the McHenry County’s or by the State of Illinois’ building codes. Energized system components, such as inverters, will be commissioned by the manufacturers’ technicians. The project will employ required lock-out measures and safety warnings. A 7' tall perimeter fence per National Electrical Code regulations will prevent trespassing and vandalism. Access codes to the gate will be provided to the Police Department, Fire Department, and emergency service providers. Vehicular access to the site is adequate for the use proposed and for emergency services.

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<sup>2</sup> <https://www.nrel.gov/state-local-tribal/blog/posts/research-and-analysis-demonstrate-the-lack-of-impacts-of-glare-from-photovoltaic-modules.html>

<sup>3</sup> <https://www.enfsolar.com/pv/inverter-datasheet/13175>



## Exhibit B

The foundation and design of the solar structures shall be designed and sealed by an Illinois licensed professional engineer. The design shall conform to applicable codes, standards and local soil and climate conditions.

The regular vegetation control methods prevent buildup of debris that could otherwise pose risk of fire material, thus Korver Solar, LLC will pose no increased risk of fires to the surrounding areas.

Korver Solar will continue to coordinate with all necessary Federal, State, and County agencies and other entities throughout the planning process for Korver Solar, LLC.



# Exhibit C



## Exhibit C

# Construction Overview

### Timeline

The construction of Korver Solar is expected to take approximately 20-26 weeks using standard solar construction procedures. The utility's engineering, procurement, and construction of the interconnection facilities will take 6-18 months total and will be complete just before the construction of the solar farm itself. Finally, the solar farm will go through 2-3 months of commissioning before reaching commercial operation.

### Finances and Labor

Korver Solar, LLC expects to invest an estimated \$6,000,000 into the project. These costs are based on build cost assumptions and include all construction, material, labor, and professional service-related expenditures. Cultivate Power, in combination with tax equity and debt partners, will provide the financial backing for the project.

Approximately \$3,500,000 of the project cost will benefit the local economy including expenditures on parts and labor, goods and services, fuel and lodging, dining and other consumer resources. Korver Solar, LLC will result in the creation of approximately 20 local jobs during construction provided that qualified, local labor is available<sup>4</sup>. Cultivate Power hires and works with qualified, local subcontractors wherever possible. Local contractors are most familiar with local practices and authorities, which streamlines work on our projects.

### Soil, Grading, and Vegetation

Most sites require minimal grading and an entire facility can often be installed with minimal soil disturbance. Soil will not be removed from the site except in the case of remediation. Structural frames are driven into the ground with steel beams on which PV modules are mounted. The inverters and transformers are mounted on top of small concrete pads – the only concrete on the project. The project area will be seeded with native plantings.

### Drain Tile

Korver Solar is committed to maintaining the integrity of existing drain tile conditions. Field tile will be surveyed prior to construction and repaired or replaced if impacted.

### Traffic

A temporary and limited rise in vehicle traffic during the construction period is anticipated: approximately 2-15 personal cars and 1-10 trucks will visit the site per day.

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<sup>4</sup> <https://www.seia.org/research-resources/national-solar-jobs-census-2020>



# Exhibit D



## Exhibit D

# Operation and Maintenance Overview

## Equipment Maintenance

Once constructed, the project will be monitored remotely and will require minimal maintenance, anticipated 5-9 site visits per year. The project will not require on-site manning, nor will it require sewer, water, or other services.

## Vegetation Maintenance

Korver Solar, LLC is committed to landscaping best practices that stabilize the soil to add strength and durability for the long-term success of the project and the health of the land. Based on the specific site, local plantings will be chosen and maintained to prevent erosion, manage run off, and build soil. Seeding will be from a mix of local plants.

Korver Solar will maintain vegetation for property within the fence line and property immediately surrounding fencing (within reason), specifically ensuring vegetation does not encroach on solar panels. Frequency of vegetation management visits is determined by both regional and seasonal factors. We anticipate mowing will occur at the Korver Solar site at maximum 6 times a year.

## Traffic Safety

No significant traffic impacts are anticipated due to Korver Solar. With no more than one to three vehicle visits per quarter on average, the project will not be a significant traffic generator and will not cause undue harms to the surrounding road networks, to local responders, or to the Illinois Department of Transportation.



# Exhibit E

## Exhibit E

# Decommissioning

## Commitments and Code Adherence

Korver Solar, LLC guarantees that Korver Solar shall be removed, at the expense of the operator, at the end of the project lifetime or in the unlikely event that the system ceases power production according to the conditions below. The project will comply with McHenry County decommissioning requirements and has signed an Agricultural Impact Mitigation Agreement (AIMA) with the Illinois Department of Agricultural that further commits Korver Solar, LLC to proper decommissioning processes.

## Decommissioning Conditions

Decommissioning will occur as a result of any of the following conditions:

- The land lease expires or is terminated; or
- The solar energy system the (“SES”) does not produce power for a period of 12 consecutive months

## Decommissioning Steps

If any of the decommissioning conditions are met, the operator is responsible for decommissioning steps including:

- Remove all Operator-owned equipment, conduits, structures, and foundations to a depth of at least five feet below grade; and
- Remove all fencing unless the owner of the leased real estate requests in writing for it to stay in place; and
- Take the following steps to restore the land:
  - Grade to maintain existing drainage patterns at the time of decommissioning unless stated otherwise by the leading Authority Having Jurisdiction (AHJ) or in any governing decommissioning ordinance;
  - Reseed the land using local non-invasive grasses; and
  - Maintain the grass for a total of three months after the seeding.

## Financial Assurance

Korver Solar, LLC will provide McHenry County with financial assurance of decommissioning in the form of a surety bond as determined by the decommissioning estimate. The preliminary decommissioning estimate is approximately \$391,992.00. Korver Solar will submit a surety bond to the McHenry County zoning office prior to building permit issuance. According to the Standard Solar AIMA V.8.19.19, we propose financial assurance be phased in as follows:

- 10% prior to the end of the first year of operation
- 50% prior to the end of the sixth year of operation
- 100% prior to the end of the eleventh year of operation

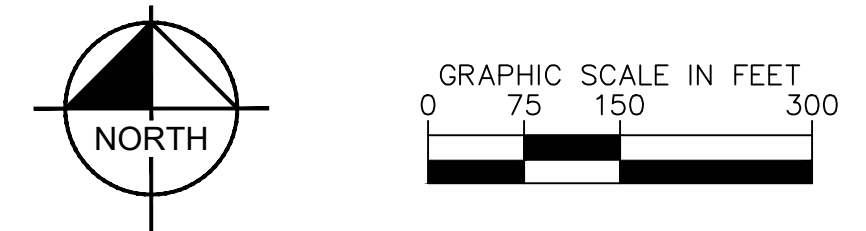
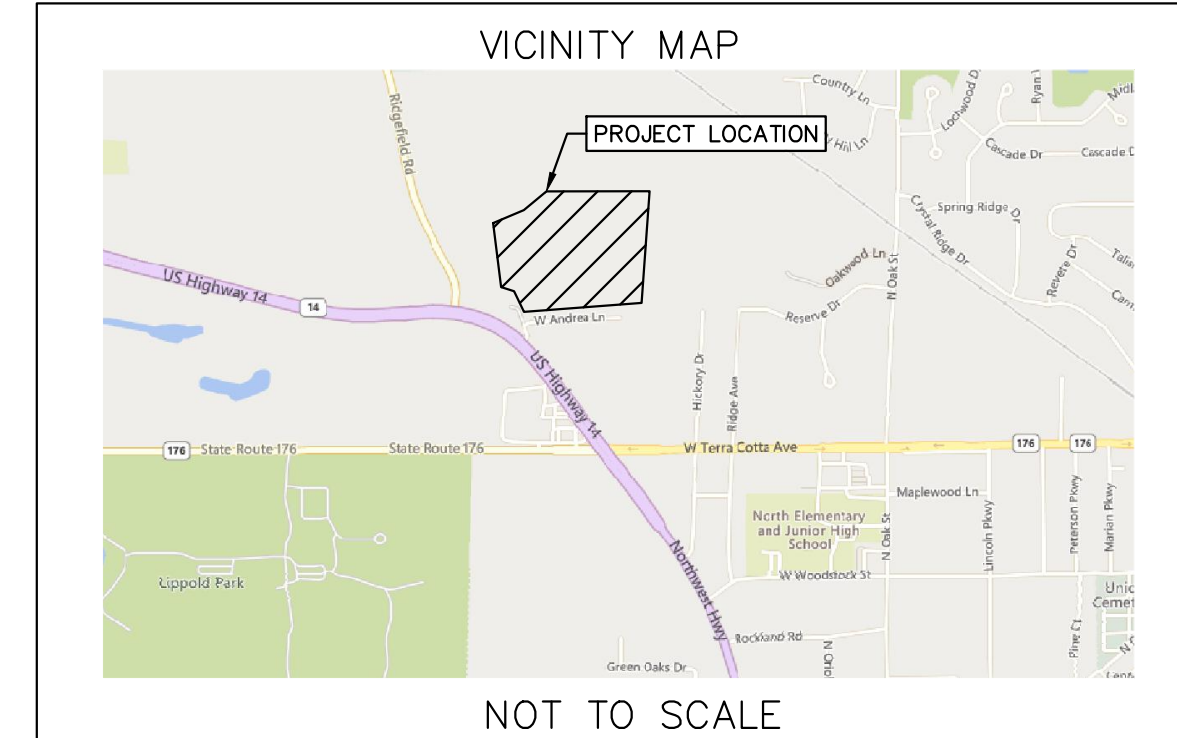
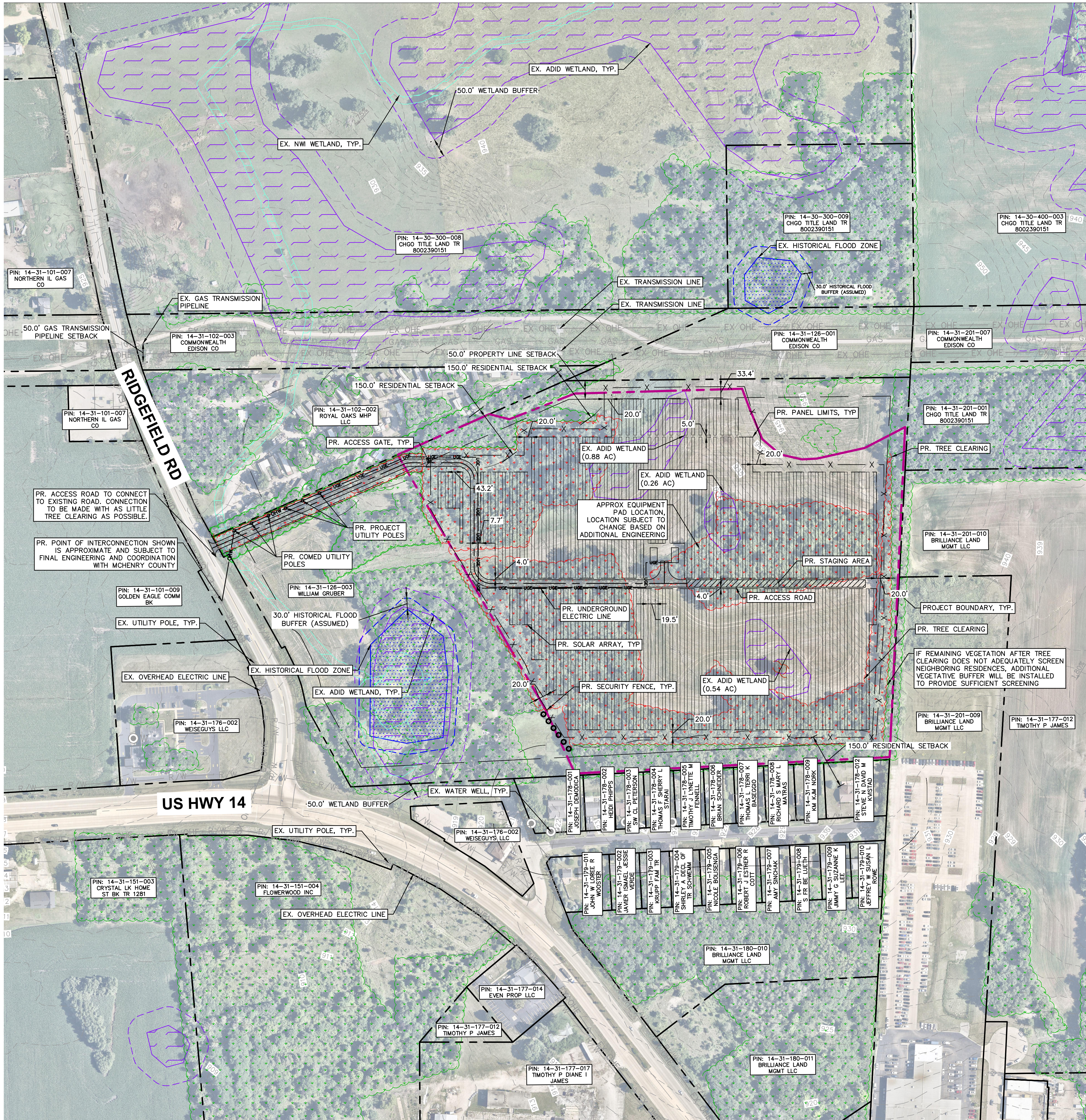
## Plan Changes

Any updates to the decommissioning plan will be submitted within 30 days to the McHenry County Zoning Office by the party responsible for decommissioning the SES.



# Exhibit F

Drawing name: K:\CHS\_DEVA\26826260\_Cultivate\_Korver\2 Design\CAD\Submittals\Zoning\_Site Plan.dwg Layout1 Oct 02, 2025 4:10pm by: Mega-McCoubert  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and approval by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



### LEGEND

PROJECT BOUNDARY	
ROAD CENTERLINE (TRACED PER AERIAL)	
ROAD LABEL	
PROPERTY LINE (PER MCHENRY COUNTY GIS 09/09/2025)	
PROPERTY LINE SETBACK (PER MCHENRY COUNTY ZONING ORDINANCE)	
RESIDENTIAL STRUCTURE SETBACK (PER MCHENRY COUNTY ZONING ORDINANCE)	
EX. RESIDENCE/STRUCTURE (TRACED PER AERIAL)	
EX. OVERHEAD ELECTRIC (TRACED PER AERIAL)	
EX. UTILITY POLE (TRACED PER AERIAL)	
EX. VEGETATION AREA (TRACED PER AERIAL)	
EX. NWI WETLAND (DOWNLOADED PER NWI ON 09/08/2025)	
NWI WETLAND BUFFER (PER MCHENRY COUNTY STORMWATER ORDINANCE)	
EX. ADID WETLAND (DOWNLOADED PER MCHENRY COUNTY GIS ON 09/08/2025)	
ADID WETLAND BUFFER (PER MCHENRY COUNTY STORMWATER ORDINANCE)	
EX. HISTORICAL FLOOD ZONES (TRACED PER MCHENRY COUNTY GIS)	
EX. HISTORICAL FLOOD ZONES BUFFER (ASSUMED)	
EX. GAS TRANSMISSION PIPELINE (PER NATIONAL PIPELINE MAPPING SYSTEM ON 09/08/2025)	
EX. GAS TRANSMISSION PIPELINE BUFFER	
EX. CONTOURS	
EX. FLOW DIRECTION AND SLOPE	
EX. WELLS	
PR. TREE CLEARING	
PR. FENCE	
PR. PANEL LIMITS	
PR. OVERHEAD ELECTRIC	
PR. UNDERGROUND ELECTRIC	
PR. GRAVEL ACCESS ROAD	
PR. UTILITY POLE	
PR. EQUIPMENT PAD	
PR. SOLAR ARRAY	
PR. STAGING AREA	
PR. VEGETATIVE SCREENING	

- ### NOTES
- THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE PERMIT REVIEW AND APPROVAL BY MCHENRY COUNTY TO CONSTRUCT A SOLAR ENERGY SYSTEM.
  - THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING MCHENRY COUNTY, GOOGLE EARTH, NATIONAL WETLAND MAPPING INVENTORY, AND USGS TOPOGRAPHIC INFORMATION.
  - SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 1711C0215J) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
  - THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: ACCESS ROAD, FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS DURING FINAL ENGINEERING.
  - STORMWATER MANAGEMENT FACILITIES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING. REQUIREMENTS TO BE DETERMINED DURING FINAL ENGINEERING.
  - A SOIL EROSION AND SEDIMENT CONTROL PLAN THAT MEETS THE NPDES STANDARDS WILL BE PROVIDED TO THE COUNTY DURING FINAL ENGINEERING.
  - SETBACKS SHOWN ON THIS PLAN ARE BASED ON MCHENRY COUNTY ZONING ORDINANCE.
  - THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENDANGERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL TRAFFIC MAY PROCEED NORMALLY AGAIN.
  - PANELS SHALL NOT EXCEED 20 FEET IN HEIGHT WHEN ORIENTED AT MAXIMUM TILT.
  - THE FACILITY WILL BE PLANTED WITH LOW-PROFILE NATIVE PRAIRIE SPECIES, USING A MIX APPROPRIATE FOR THE REGION AND SOIL CONDITIONS PER ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR) STANDARDS.
  - A FIELD WETLAND DELINEATION BY A LICENSED WETLAND SURVEYOR WILL BE COMPLETED PRIOR TO CONSTRUCTION. THE PROJECT WILL MITIGATE ANY IMPACTS TO WETLANDS THROUGH PERMITTING AND COORDINATION WITH THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION.

### SITE DATA TABLE

PROPERTY #	14-31-126-003
PROPERTY OWNER	WILLIAM GRUBER
SITE ADDRESS	7716 US HWY 14, CRYSTAL LAKE, IL 60012
ZONING JURISDICTION	MCHENRY, IL
CURRENT LAND USE	RESIDENTIAL
PROPOSED USE	SOLAR ENERGY SYSTEM
PROJECT BOUNDARY AREA	24.0 ± AC
AREA WITHIN FENCE	20.4 ± AC
PRELIMINARY SOLAR AREA	16.6 ± AC
PR. TREE CLEARING AREA	12.8 ± AC
PROPERTY LINE/RIGHT OF WAY SETBACK	50 FT
OCCUPIED DWELLING SETBACK	150 FT
MWDC/MWAC	6.0/4.0
ESTIMATED NUMBER OF MODULES	9,925
GROUND COVER RATIO (GCR)	40%

No. \_\_\_\_\_ REVISIONS \_\_\_\_\_ DATE \_\_\_\_\_

KIMLEY-HORN AND ASSOCIATES, INC.  
 570 LAKE COOK RD SUITE 200  
 DEERFIELD, IL 60015  
 WWW.KIMLEY-HORN.COM

CULTIVATE POWER

Kimley-Horn

PRELIMINARY NOT FOR CONSTRUCTION

ZONING SITE PLAN

KORVER SOLAR, LLC

MCHENRY COUNTY, IL

SHEET NUMBER EX-1

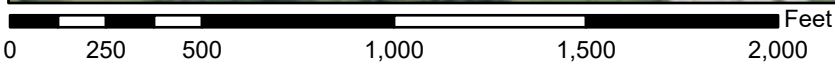
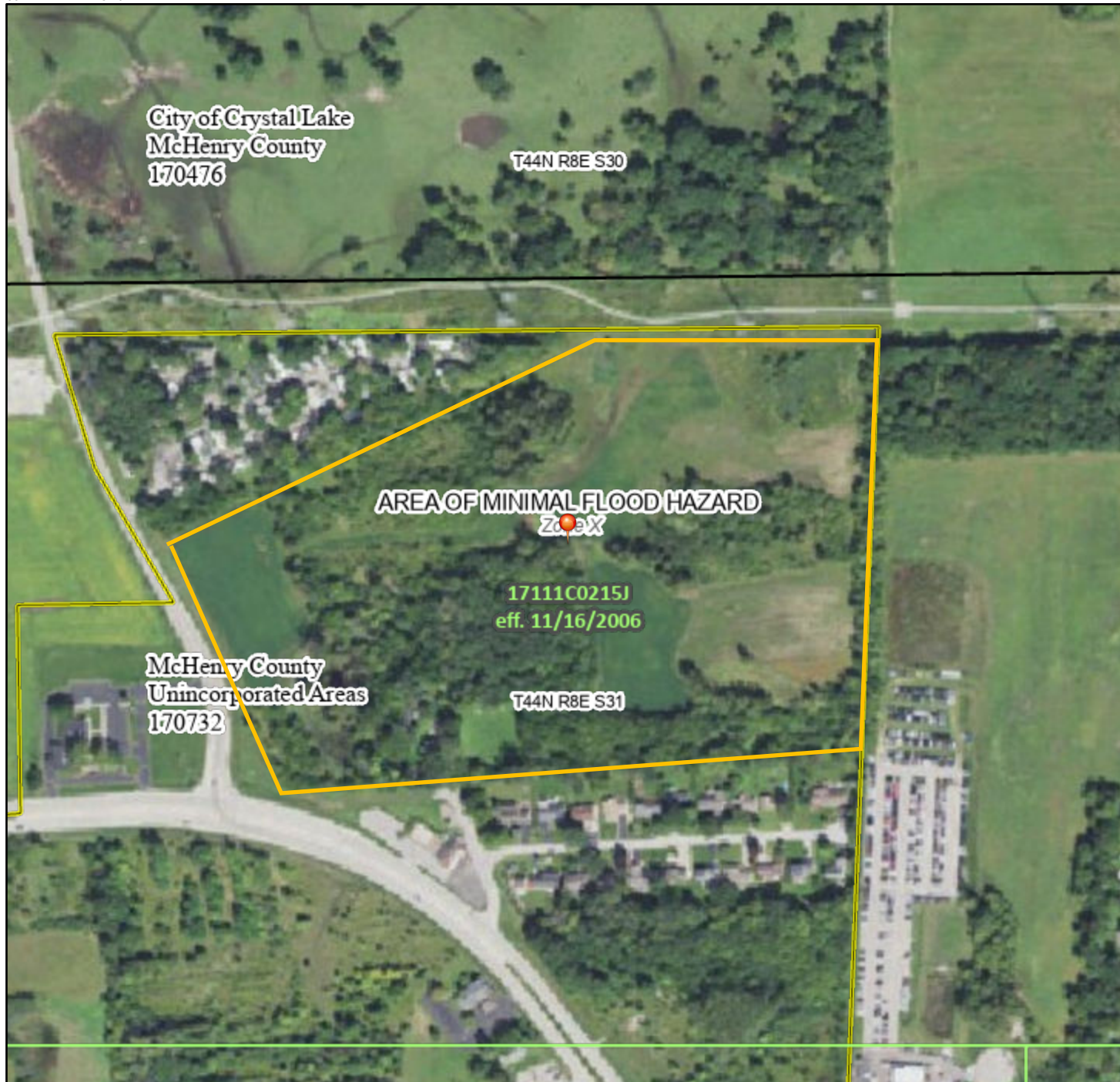


# Exhibit G

# National Flood Hazard Layer FIRMette



88°21'12"W 42°15'26"N



1:6,000

88°20'34"W 42°14'59"N

Basemap Imagery Source: USGS National Map 2023

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- |                                    |                      |  |
|------------------------------------|----------------------|--|
| <b>SPECIAL FLOOD HAZARD AREAS</b>  |                      | Without Base Flood Elevation (BFE)<br><i>Zone A, V, A99</i>  |
|                                    |                      | With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>   |
|                                    |                      | Regulatory Floodway  |
| <b>OTHER AREAS OF FLOOD HAZARD</b> |                      | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i> |
|                                    |                      | Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>  |
|                                    |                      | Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>  |
|                                    |                      | Area with Flood Risk due to Levee <i>Zone D</i>  |
| <b>OTHER AREAS</b>                 |                      | NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>   |
|                                    |                      | Effective LOMRs  |
| <b>GENERAL STRUCTURES</b>          |                      | Area of Undetermined Flood Hazard <i>Zone D</i>  |
|                                    |                      | Channel, Culvert, or Storm Sewer   |
| <b>OTHER FEATURES</b>              |                      | Levee, Dike, or Floodwall  |
|                                    |                      | 20.2 Cross Sections with 1% Annual Chance  |
| <b>MAP PANELS</b>                  |                      | 17.5 Water Surface Elevation   |
|                                    |                      | 8 Coastal Transect   |
|                                    |                      | Base Flood Elevation Line (BFE)  |
|                                    |                      | Limit of Study   |
|                                    |                      | Jurisdiction Boundary  |
|                                    |                      | Coastal Transect Baseline  |
|                                    |                      | Profile Baseline   |
|                                    | Hydrographic Feature |  |
| <b>MAP PANELS</b>                  |                      | Digital Data Available   |
|                                    |                      | No Digital Data Available  |
|                                    |                      | Unmapped   |
|                                    |                      | The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.                                     |



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **9/4/2025 at 9:33 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



# Exhibit H

**STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT**

between

Skystone Solar, LLC

and the

**ILLINOIS DEPARTMENT OF AGRICULTURE**

**Pertaining to the Construction of a Commercial Solar Energy Facility**

in

McHenry County, Illinois

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

Skystone Solar, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 3.5MWac Commercial Solar Energy Facility in McHenry County [GPS Coordinates: 42.23690, -88.41460 ], which will consist of up to 26 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

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

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

**Conditions of the AIMA**

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

- A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.
- B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.
- C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

## Standard Solar Agricultural Impact Mitigation Agreement

- D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.
- E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.
- F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.
- G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.
- H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.
- I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.
- J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.
- K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.
- L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.
- M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

### **Definitions**

#### **Abandonment**

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

Standard Solar Agricultural Impact Mitigation Agreement

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

## Standard Solar Agricultural Impact Mitigation Agreement

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	<p>A plan prepared by a Professional Engineer, at the Facility's expense, that includes:</p> <ol style="list-style-type: none"><li>(1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things:<ol style="list-style-type: none"><li>i. the number of solar panels, racking, and related facilities involved;</li><li>ii. the original Construction costs of the Facility;</li><li>iii. the size and capacity, in megawatts of the Facility;</li><li>iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs);</li><li>v. the Construction method and techniques for the Facility and for other similar facilities; and</li></ol></li><li>(2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.</li></ol>
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

## Standard Solar Agricultural Impact Mitigation Agreement

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

### **Construction and Deconstruction Standards and Policies**

#### **1. Support Structures**

- A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.
- B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.
- C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

#### **2. Aboveground Facilities**

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

#### **3. Guy Wires and Anchors**

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

#### **4. Underground Cabling Depth**

- A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:
  1. a minimum of 5 feet of top cover where they cross Cropland.
  2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
  3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

Standard Solar Agricultural Impact Mitigation Agreement

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.
  - B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:
    1. Within the fenced perimeter of the Facility; or
    2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.
  - C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.
- 5. Topsoil Removal and Replacement**
- A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.
  - B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.
  - C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.
  - D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.
  - E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.
  - F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.
  - G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.
- 6. Rerouting and Permanent Repair of Agricultural Drainage Tiles**
- The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:
- A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

Standard Solar Agricultural Impact Mitigation Agreement

B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

**C. Maintaining Surrounding Area Subsurface Drainage**

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

**D. Re-establishing Subsurface Drainage Within Facility Footprint**

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.

G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

## Standard Solar Agricultural Impact Mitigation Agreement

### 7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

- A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.
- B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.
- C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

### 8. Repair of Compaction and Rutting

- A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.
- B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.
- C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.
- D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

### 9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

- A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

Standard Solar Agricultural Impact Mitigation Agreement

- B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

**10. Prevention of Soil Erosion**

- A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.
- B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.
- C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

**11. Repair of Damaged Soil Conservation Practices**

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

**12. Compensation for Damages to Private Property**

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

**13. Clearing of Trees and Brush**

- A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.
- B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

**14. Access Roads**

- A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

## Standard Solar Agricultural Impact Mitigation Agreement

- B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.
- C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

### **15. Weed/Vegetation Control**

- A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.
- B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.
- C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
- D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

### **16. Indemnification of Landowners**

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

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

- A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:
  - 1. Solar panels, cells and modules;
  - 2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
  - 3. Solar panel foundations, if used (to depth of 5 feet);

Standard Solar Agricultural Impact Mitigation Agreement

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
  5. Overhead collection system components;
  6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
  7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
  8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
  9. Debris and litter generated by Deconstruction and Deconstruction crews.
- B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.
- C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.
- D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:
1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
  2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
  3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

Standard Solar Agricultural Impact Mitigation Agreement

- E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.
- F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

**Concurrence of the Parties to this AIMA**

The Illinois Department of Agriculture and Skystone Solar, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in McHenry County within the State of Illinois.

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

**STATE OF ILLINOIS  
DEPARTMENT OF AGRICULTURE**



By: Jerry Costello II, Director

Skystone Solar, LLC

Signed by:  
  
DE3D1D8F79704DD

By Paul Bottum, Authorized Person



By Clay Nordsiek, Deputy General Counsel

Address

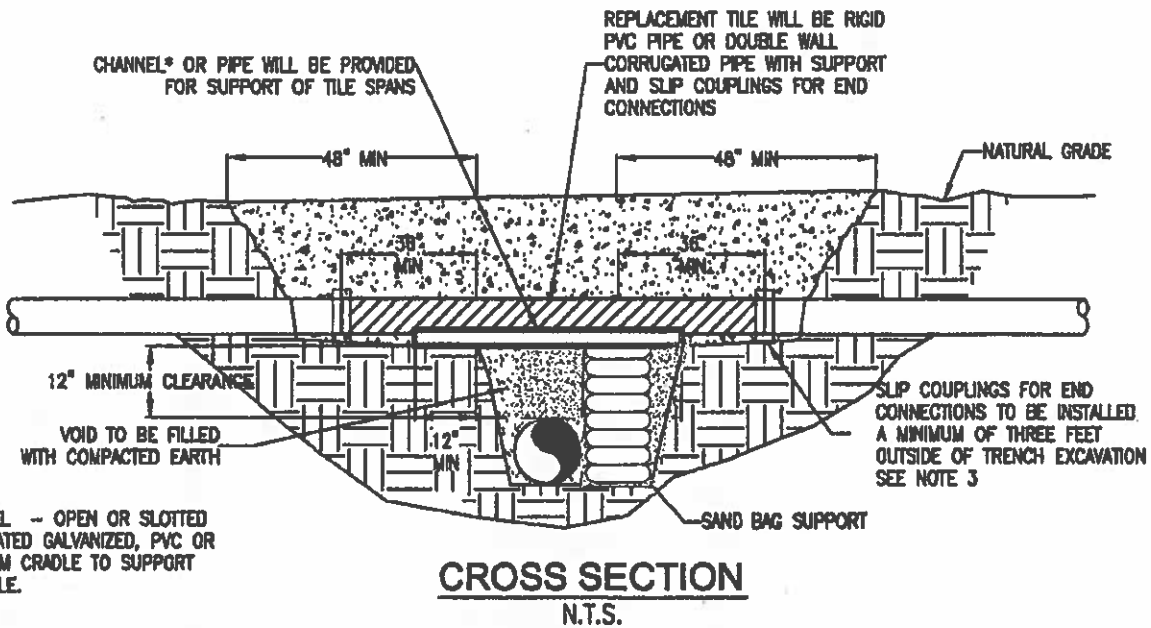
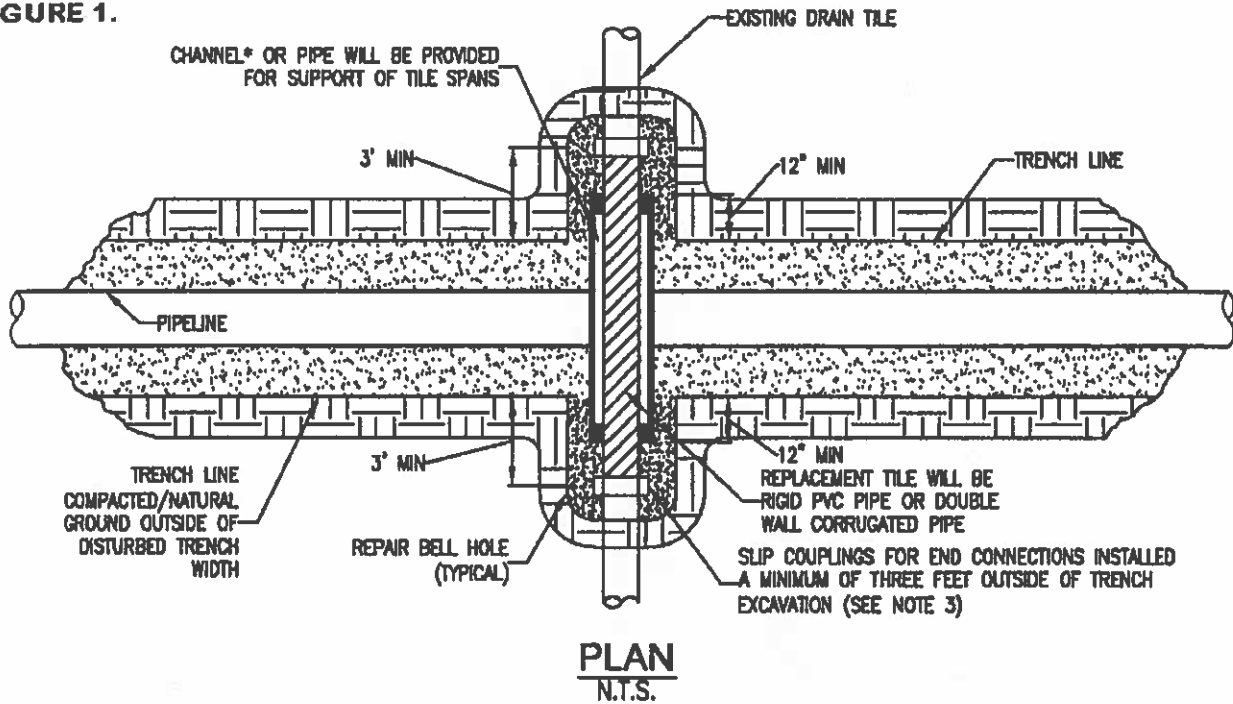
30 W Hubbard St., Ste 400  
Chicago, IL 60654

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

April 14, 2025

4/22, 2025

**FIGURE 1.**

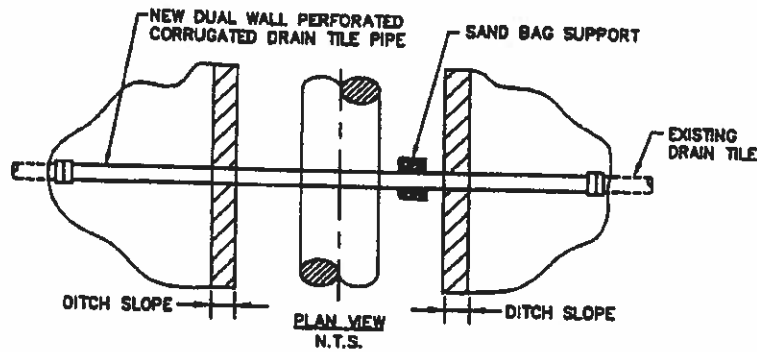


**NOTE:**

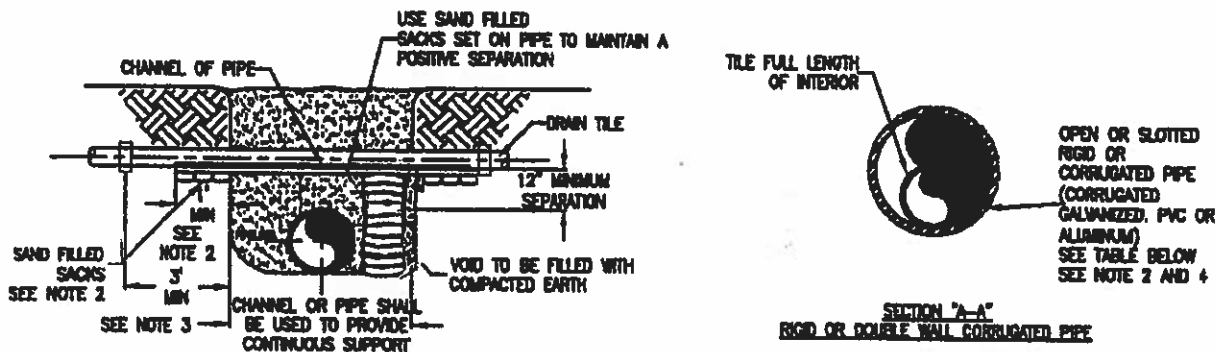
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR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

**TEMPORARY DRAIN TILE REPAIR**

FIGURE 2.



**PLAN VIEW**



**END VIEWS**

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

**NOTES:**

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

**PERMANENT DRAIN TILE REPAIR**



# Exhibit I

*Applicant:* Korver Solar, LLC  
*Contact:* Paul Bottum  
*Address:* 7716 US Hwy 14  
Crystal Lake, IL 60172

*IDNR Project Number:* 2604816  
*Date:* 09/04/2025

*Project:* Korver Solar, LLC  
*Address:* 7716 US Hwy 14, Crystal Lake

*Description:* 4MWac Community Solar facility

### Natural Resource Review Results

#### Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Lake in the Hills Fen Class III Groundwater Site  
Blanding's Turtle (*Emydoidea blandingii*)

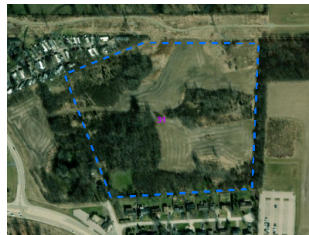
**An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.**

#### Location

The applicant is responsible for the accuracy of the location submitted for the project.

*County:* McHenry

*Township, Range, Section:*  
44N, 8E, 31



**IL Department of Natural Resources  
Contact**  
Isabella Newingham  
217-785-5500  
Division of Ecosystems & Environment

**Government Jurisdiction**  
McHenry County Planning and Development  
Kim Scharlow  
667 Ware Rd  
Woodstock, Illinois 60098

#### **Disclaimer**

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

#### **Terms of Use**

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

### **Security**

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

### **Privacy**

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.



<b>EcoCAT Receipt</b>	<b>Project Code</b> 2604816
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<b>APPLICANT</b>	<b>DATE</b>
------------------	-------------

Korver Solar, LLC  
Paul Bottum  
7716 US Hwy 14  
Crystal Lake, IL 60172

9/4/2025

<b>DESCRIPTION</b>	<b>FEE</b>	<b>CONVENIENCE FEE</b>	<b>TOTAL PAID</b>
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EcoCAT Consultation	\$ 125.00	\$ 2.81	\$ 127.81
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TOTAL PAID	\$ 127.81
------------	-----------

Illinois Department of Natural Resources  
One Natural Resources Way  
Springfield, IL 62702  
217-785-5500  
[dnr.ecocat@illinois.gov](mailto:dnr.ecocat@illinois.gov)



Illinois  
Department of  
**Natural  
Resources**

JB Pritzker, Governor • Natalie Phelps Finnie, Director  
One Natural Resources Way • Springfield, Illinois 62702-1271

[www.dnr.illinois.gov](http://www.dnr.illinois.gov)

September 10, 2025

Paul Bottum  
Developer  
7716 US Hwy 14  
Crystal Lake, IL 60172

**RE: Korver Solar, LLC  
Consultation Program  
EcoCAT Review #2604816  
McHenry County**

Dear Mr. Bottum:

The Department has received your submission for this project for the purposes of consultation pursuant to the *Illinois Endangered Species Protection Act* [520 ILCS 10/11], the *Illinois Natural Areas Preservation Act* [525 ILCS 30/17], and Title 17 *Illinois Administrative Code* Part 1075.

The proposed action consists of developing a 4MWac Community Solar facility.

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

**Illinois Nature Preserves Commission Lands**  
**Lake in the Hills Fen Class 3 Groundwater (C3GW)**

**State Threatened or Endangered Species**  
**Blanding's Turtle (*Emydoidea blandingii*)**

Due to the project scope and proximity to protected resources the Department recommends the following actions be taken to avoid adversely impacting listed species and/or protected natural area in the vicinity of the project:

**Lake in the Hills Fen C3GW**

This project falls completely within the Lake in the Hills Fen Class 3 Groundwater recharge area, which protects the integrity of the Lake in the Hills Fen Nature Preserve. The modification of groundwater quality and quantity which may affect conditions within a Nature Preserve is prohibited. The Department recommends the following to avoid and minimize impact to Lake in the Hills Fen Class 3 Groundwater:

- Use the lightest weight equipment possible to complete the job.
- Balloon or large tires should be used whenever possible to reduce compaction.
- Disc site upon completion to de-compact the surface after final soil is placed to ensure good infiltration.
- Naturalized permeable basins and swales should be part included in the design.

### **Blanding's Turtle**

EcoCAT has indicated records for the state-listed Blanding's Turtle in vicinity of the project area. The Blanding's Turtle forages and hibernates in wetlands and, depending on the temperature, emerges in the spring with upland nesting occurring in open fields, preferably in sandy soils in late spring or early summer. The Department recommends:

- Install exclusionary silt fence by the end of March and maintain it through October (if needed) to prevent turtles from entering the construction area. Conduct daily inspections during construction to ensure that exclusionary fencing is properly installed (dug into the ground) and to check if turtles are present.
- Cover trenches at the end of each workday. Before starting each workday, trenches and excavations should be routinely inspected to ensure no turtles (or other amphibians and reptiles) have become trapped within them.

Given the above recommendations are adopted the Department has determined that impacts to these protected resources are unlikely. The Department has determined impacts to other protected resources in the vicinity of the project location are also unlikely.

*In accordance with 17 Ill. Adm. Code 1075.40(h), please notify the Department of your decision regarding these recommendations.*

Consultation on the part of the Department is closed, unless the applicant desires additional information or advice related to this proposal. Consultation for Part 1075 is valid for two years unless new information becomes available which was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the action has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

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

This letter does not serve as permission to take any listed or endangered species. As a reminder, no take of an endangered species is permitted without an Incidental Take Authorization or the required permits. Anyone who takes a listed or endangered species without an Incidental Take Authorization or required permit may be subject to criminal and/or civil penalties pursuant to the

*Illinois Endangered Species Act, the Fish and Aquatic Life Act, the Wildlife Code* and other applicable authority.

The Department also offers the following conservation measures be considered to help protect native wildlife and enhance natural areas in the project area:

If temporary or permanent lighting is required, the Department recommends the following lighting recommendation to minimize adverse effects to wildlife:

- All lighting should be fully shielded fixtures that emit no light upward.
- Only “warm-white” or filtered LEDs (CCT < 3,000 K; S/P ratio < 1.2) should be used to minimize blue emission.
- Only light the exact space with the amount (lumens) needed to meet facility safety requirement.
- If LEDs are to be used, avoid the temptation to over-light based on the higher luminous efficiency of LEDs.

If erosion control blanket is to be used, the Department also recommends that wildlife-friendly plastic-free blanket be used around wetlands and adjacent to natural areas, if not feasible to implement project wide, to prevent the entanglement of native wildlife.

Please contact Grant Gebhards ([grant.m.gebhards@illinois.gov](mailto:grant.m.gebhards@illinois.gov)) with any questions about this review.

Sincerely,



Bradley Hayes  
Manager, Impact Assessment Section  
Division of Real Estate Services and Consultation  
Office of Realty & Capital Planning  
Illinois Department of Natural Resources  
One Natural Resources Way  
Springfield, IL 62702  
[Bradley.Hayes@Illinois.gov](mailto:Bradley.Hayes@Illinois.gov)  
Phone: (217) 782-0031



# Exhibit J

Historic Architectural & Arch... HARGIS - Preservation Historic Bamy; Architectural R...

maps.dnr.illinois.gov/portal/apps/webappviewer/index.html?id=8f6e15ca8973412bbd534e6990da752d

### Historic & Architectural Resources Geographic Information System - HARGIS

Illinois State Historic Preservation Office

7716 US Highway 14, City

Show search results for 7716 U...

**Legend**

- National Register Properties**
  - Part of a NR Historic District
  - Determined eligible for the NR
  - Part of a NR Historic District - contributing
  - Entered in the NR
  - Undetermined
  - Other
- IL Boundary**
- National Register Districts**
- County Boundaries**

County of McHenry, Earl Caneda, Earl

3:22 PM 10/6/2025



# Exhibit K

# Construction, Maintenance, and Traffic

## Construction Timeline

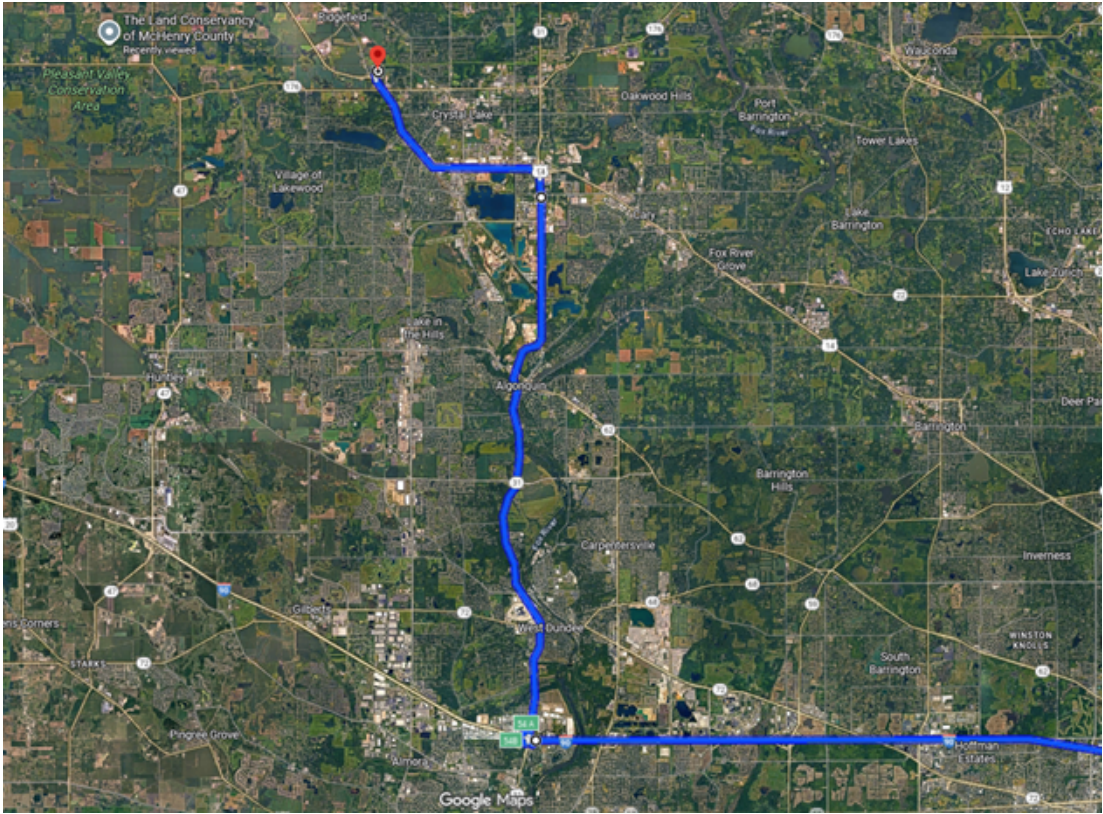
The construction is expected to take approximately 20-26 weeks using standard solar construction procedures. ComEd's engineering, procurement, and construction of the interconnection facilities will take 6-12 months total and will be completed in coordination with solar farm construction. Finally, the solar farm will go through 1-3 months of commissioning before reaching commercial operation.

## Traffic Overview

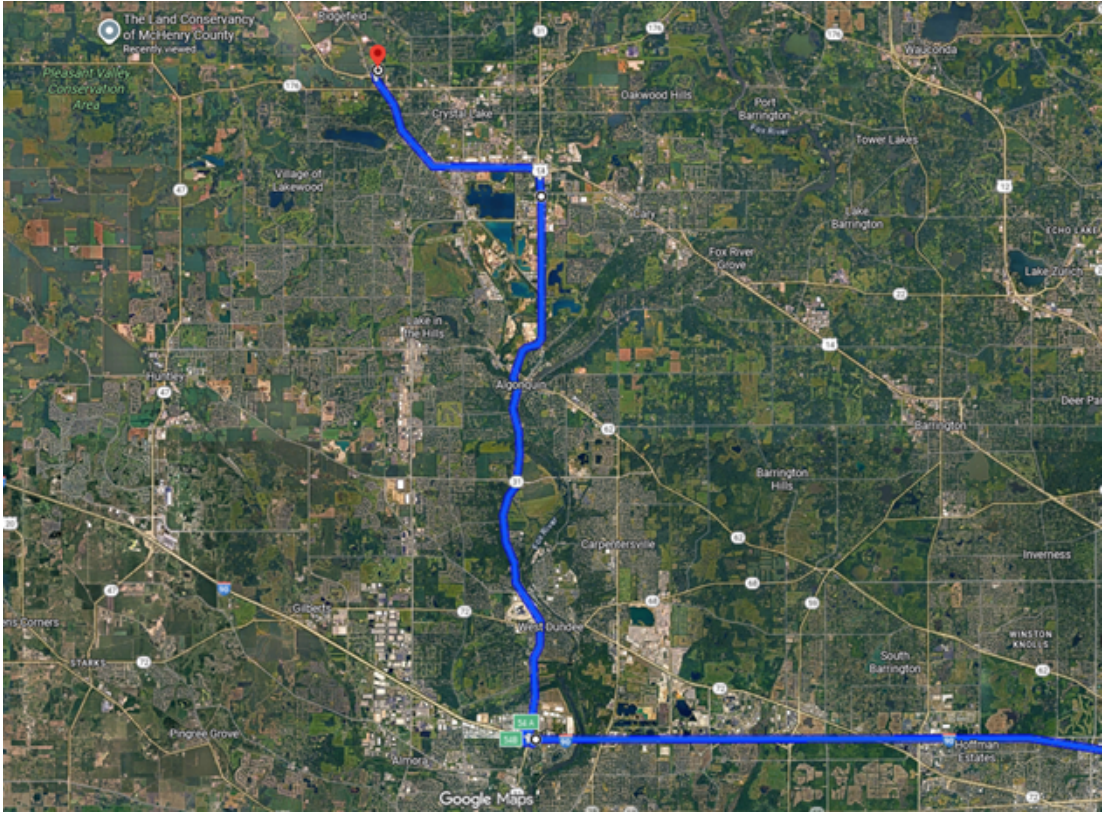
Anticipated construction traffic includes:

1. Major Deliveries during the first 1-2 months:
  - a. 18-wheeler 50' trailers or flat beds for:
    - i. 3-4 deliveries for modules once a day for a week
    - ii. 1 delivery for inverters
    - iii. 1 delivery for transformers
    - iv. 1 delivery for switchgear
    - v. 1 delivery for other electrical equipment
    - vi. 3-4 deliveries for racking once a day for a week
  - b. (2) 5-ton pile drivers
  - c. (2) 5-ton construction extension fork lifts
  - d. (2) 20–30-ton excavators
2. Construction duration/personnel – 20-24 workers on site per day for 4-6 months during construction period. Construction Managers and workers usually drive passenger vehicles.
3. There will be no overweight/heavyweight loads exceeding 80,000 pounds during the delivery of the material and equipment for the construction of the site.

# Korver Solar Haul Route



Entrance Route: Interstate 90 -> Exit 54 -> IL-31 N -> US 14 W to Ridgefield Rd North



Exit Route: Ridgefield Rd South -> IL-14 E -> IL-31 S -> Interstate 90