

**SIDNEY TOWNSHIP ROAD DISTRICT –
SUN PRAIRIE SOLAR FARM ROAD USE AGREEMENT**

This ROAD USE AGREEMENT (this "Agreement") is made and entered into on March 29, 2022 by and between the Sidney Township Road District (the "Road District"), and Prairie Solar 1, LLC a Delaware limited liability company ("Company"). The Company and the Road District are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The term "Company Representative(s)" shall include the Company's contractors, sub-contractors, employees, material suppliers, vendors, transport providers, representatives, and designees.

RECITALS

A. The Company is a validly existing Delaware limited liability company authorized to do business in the State of Illinois. As of the date of this Agreement, the Company's sole member is BayWa r.e. Development LLC, a Delaware limited liability company.

B. The Company intends to construct an approximately 135 megawatt photovoltaic solar energy facility with associated on-site substation, inverters, fencing, road and other ancillary facilities (the "Project") in and across portions of Champaign County, Illinois (the "County").

C. The Company intends to use roads under the Road District's jurisdiction for construction and routine maintenance of the Project.

D. By this Agreement, the Company and the Road District desire to address certain issues relating to the roads under the jurisdiction of, operated, and maintained by the Road District (collectively, the "Road District Highways") over which it will be necessary for the Company and the Company's Representative(s) to, among other things, (1) transport heavy equipment and materials in vehicles which may exceed the number of agricultural vehicles which use the Road District Highways in one year and will also include "Super Loads"; (2) transport certain locally sourced materials, such as concrete and gravel; (3) make certain modifications and improvements (both temporary and permanent) to such Road District Highways (including to certain culverts, bridges, road shoulders and other related fixtures) so that Project construction vehicles can pass; and (4) place material and equipment necessary for the Project's operation adjacent to, or under certain Road District Highways.

E. The Road District, acting by and through its Highway Commissioner, is directed and empowered by the Township Code (60 ILCS 1/73-5) and the Illinois Highway Code (605 ILCS 5/6-101 *et seq.*) to perform responsibilities as to local highways under its jurisdiction, including to construct, maintain and repair such local highways.

F. The public rights-of-way under the jurisdiction of the Road District are a limited public resource which are constructed, maintained, and repaired for the benefit of the citizens of the Road District and the Road District and its Highway Commissioner have a duty to ensure that

the public rights-of-way are constructed, used, maintained, and repaired in a manner which serves the public interest.

G. Section 9-113 of the Illinois Highway Code, 605 ILCS 5/9-113, grants the Road District authority to impose reasonable and necessary rules, regulations, and specifications for the use of local highways under its jurisdiction by public and private utilities.

H. Section 9-113.01 of the Illinois Highway Code, 605 ILCS 5/9-113.01, imposes liability on public or private utilities for any damage to local highways.

I. Section 9-122 of the Illinois Highway Code, 605 ILCS 5/9-122, imposes liability for damage done to a bridge or culvert.

J. The Company has provided to the Highway Commissioner a map for the Project showing, among other things, the haul routes, road crossings, and construction access roads, a copy of which is attached hereto as Exhibit "A" and referred to as the "Project Layout Map".

K. This Agreement includes the following defined terms.

(1) "Engineer" means a civil engineer licensed in the State of Illinois who regularly practices and has experience in highway construction and design standards in rural central Illinois and is mutually acceptable to the Company and the Road District. The Parties agree that Westwood Professional Services, Inc. ("Westwood") is a mutually acceptable engineering firm qualified as stated above for purposes of performing the engineering work detailed in this Agreement on behalf of the Company.

(2) "IDOT" means the Illinois Department of Transportation.

(3) "Manual on Uniform Traffic Control Devices" means the Manual on Uniform Traffic Control Devices (Illinois Supplement and any updates thereto) issued by IDOT.

L. The Company and the Road District wish to set forth their understanding and agreement as to the road issues relating to the construction and operation of the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties, intending to be legally bound, agree as follows herein.

Section 1. Company Undertakings. The Company hereby agrees to, and shall cause the Company's Representative(s) to abide by, the terms and conditions set forth below. Although the following subparagraphs refer to the Company, the Parties agree that the Company is responsible for Company's Representative(s) abiding by the terms and conditions set forth in this Agreement and the Company shall be responsible for any breach by the Company's Representative(s) of the terms and conditions set forth in this Agreement. Whenever the

consent or approval of the Company is required such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, the Company shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

(A) The Company shall pay to the Road District the nonrefundable sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) within 21 days of the execution of this Agreement. The payment shall be made, at the Company's discretion, by check or wire transfer in accordance with instructions provided by the Road District. The payment shall be deposited into the Road District's Road and Bridge Fund or Motor Fuel Tax Fund. This payment shall be deemed to provide permission for the overweight, oversize, and overwidth vehicles related to the Project to travel upon the Road District Highways as designated on the Project Traffic Map and for the issuance of driveway access permits and utility installation permits; use and alteration of the Road District Highways and rights-of-way for Project construction as provided for in this Agreement; permits issued in accordance with this Agreement; use of the public right-of-way for installation of the transmission, communication and collection system cables and crossings; and for the issuance of any other permit, inspection, consent, or approval required under this Agreement. The Parties further agree that the fee compensates the Road District for time spent on this Project by the Highway Commissioner prior and subsequent to the execution of this Agreement, and to ensure the Road District's taxpayers do not bear any financial burden as result of the construction of Project.

(B) The Company shall provide written notice to the Road District identifying the Company's Construction Manager, the Company's Field Engineer, the Company's Permit Manager, and the Company's On-Site Superintendent for the Civil Site Construction Contractor, and providing both regular and emergency contact information (address, telephone, and email) for these individuals. The Company's On-Site Superintendent for the Civil Site Construction Contractor shall be stationed no farther than two (2) hours away from the **Project site**.

(C) The Company shall submit to the Road District a permit application for utility installations and shall not install any utilities until a permit has been issued. The Utility Installation Permit application form is attached hereto as Exhibit "B."

(D) At least twenty (20) days prior to the start of construction on the Project, the Company shall become a member of Joint Utility Locating Information for Excavation ("JULIE"). In accordance with the Illinois Underground Utility Facilities Damage Prevention Act and the regulations promulgated thereunder, the Company shall provide JULIE with the necessary information to update its records and memorialize where the underground cables are located under the Road District Highways and rights-of-way. The Company shall, upon request, provide proof of its membership in JULIE to the Road District. The Company shall preserve and protect all properties of public utility companies, such as lines, conduits, gas or water pipes, sewers and tile lines which run over, through, or under any part of the Road District Highways and rights-of way used by the Company. It shall be the Company's responsibility to contact the various

public utility companies and locate their properties before any construction shall start and the Company shall assume full responsibility for reimbursing owners for any damage or injury to such properties which may be caused by the Company's activities and operations.

(E) The Company shall submit to the Road District a permit application for all access road entrances (each an "Access Entrance") for the Project and shall physically mark the proposed locations of each Access Entrance. The proposed Access Entrance locations shall:

- (1) provide for the most favorable vision, grade, and alignment conditions for motorists using the proposed driveway and the Road District Highway;
- (2) not unduly interfere with the free and safe movement of traffic on the Road District Highway;
- (3) provide maximum safety and convenience for other users of the Road District Highway rights-of-way; and
- (4) not cause a materially adverse effect on existing drainage patterns or cause water to flow across the Road District Highway or pond on the shoulders or in the ditch, or otherwise result in erosion of the Road District Highway or road right-of-way.

The Access Entrance Permit application form is attached hereto as Exhibit "C."

(F) Except as otherwise provided for in this Agreement, the Company shall ensure the Company's Representative(s) transporting oversize and overwide loads use the Road District Highways during daylight hours only. At least seventy-two (72) hours' in advance, the Company shall apply to the Road District for a "Super Load" movement permit by submitting the IDOT permit for the Super Load so that the Road District can provide written approval for use of the Road District Highway(s) identified on the IDOT permit. A load is considered a "Super Load" if at least one of the following statements is true:

- (1) WIDTH is greater than 14'-06",
- (2) LENGTH is greater than 145'-0",
- (3) HEIGHT is greater than 15'-0", or
- (4) WEIGHT is greater than 120,000 lbs. gross.

A "Super Load" may also be defined in accordance with information obtained by a Party from IDOT's Permit Office.

(G) The Company shall schedule Project traffic, including Super Load movements, in a way to reasonably minimize the adverse impact on the motoring public and local agricultural truck transport. In the event of traffic conflicts, priority shall be given to emergency response vehicles, rural mail delivery, transportation of children to and from school, the transportation of agricultural commodities and implements of husbandry and funeral processions. The Company agrees that

it shall coordinate with the Road District the scheduling of Project construction traffic in weekly scheduled meetings, which meetings will include all affected parties (including school bus transporters) and shall be held at the construction site offices for the Project or other convenient local location; provided, however, that if the Road District or its designee choose not to participate in such weekly meetings, the Parties may coordinate via telephone, email, or other means of remote communication. The Company shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices and shall distribute on a daily basis a Plan of Day Report (the "POD") which shall set forth, among other things, road closures and roadway activity. The POD shall be distributed by 2:00 p.m. the preceding day by e-mail or facsimile to the Road District and its designee(s), local school districts, local postmasters, the Champaign County Highway Department, the County Emergency Services and Disaster Agency, local law enforcement agencies, and fire protection and ambulance service providers (the "POD Recipients"). The form for the POD is attached hereto as Exhibit "D."

(H) The Company shall comply with the time limits established by the Road District with respect to any requested closures of Road District Highways for Project construction. In any event, no road closures shall exceed three (3) hours past the approved starting time for which such closures shall be approved by the Road District, unless otherwise agreed to by the Parties. Notwithstanding the foregoing, the Parties agree that road closures necessary for pre-construction road improvement work, post-construction road repair work, and emergency road repairs may exceed three (3) hours; provided, that, such maximum closure time has been approved by the Road District. The Company shall provide reasonable notice to the County Highway Department, the County Emergency Services and Disaster Agency, local law enforcement agencies, affected rural mail providers, affected school districts and fire protection and ambulance service providers of road closings prior to closing any roads, portion of roads, or intersections. In the event this provision is violated by the Company, the Road District may issue a "Notice of Violation" and impose a fine of \$1,000.00 for each thirty (30) minute increment the approved road closure period is exceeded and the Company shall pay any fine imposed within thirty (30) days. The Road District may issue a Notice of Violation and impose a fine of \$5,000.00 in the event the Company fails to notify the Road District of a road closure; provided, however, that in the case of an emergency the Company shall not be required to provide prior notice to the Road District, but shall notify the Road District as soon as reasonably practical. The Notice of Violation form is attached hereto and incorporated herein as Exhibit "E."

(I) Prior to the commencement of Project construction, the Company and the Company Representative(s) shall hold a meeting and shall invite all public or semi-public entities as designated by the Road District that may be affected by Project construction including, but not limited to, schools, mail carriers, ambulance providers, and fire protection districts. At said meeting, the Company will discuss its plans for the construction of the Project and compile a list of contact persons that will need to be notified of any temporary road closures. If all of the parties **invited are unable to attend the meeting**, the Company shall contact with the absent entities to obtain the necessary contact information. The Company shall provide a copy of the list containing the contact information to the Road District.

(J) At its expense, the Company shall post signs for all highway construction zones, including road and intersection closures, in accordance with the Manual on Uniform Traffic Control Devices. All road closures shall comply with IDOT BLR Standard 21, with RC 500, RCA and Road Closed signs.

(K) At its expense, the Company shall post signs or mark routes for Project construction traffic in accordance with the Project Traffic Map (Exhibit A). The Company shall obtain and post signs advising "No Solar Farm Construction Traffic" at various locations as an aid to traffic management. All such signs or postings shall comply with the Manual on Uniform Traffic Control Devices.

(L) All of the construction traffic of the Company and the Company's Representative(s) related to the Project shall use exclusively the routes designated for use by construction traffic on the Project Traffic Map (Exhibit A) shall not use Road District Highways other than those so designated. "Construction traffic" shall mean any traffic in support of the Project, including travel by workers to and from any job site in vehicles weighing five (5) tons or more. In the event this provision is violated by the Company (including empty return trips after material or equipment has been unloaded), the Road District may issue a Notice of Violation (Exhibit E) and impose a fine of \$5,000.00 per occurrence on the Company and the Company shall pay any fine imposed and reimburse the Road District for the delivery costs incurred with the Notice of Violation within thirty (30) days after the Company's receipt of a Notice of Violation. The Road District will substantiate such a fine with a general description of the vehicle and the approximate time and location of the occurrence. The Company shall be obligated to repair any road damage resulting from the Company's improper use of Road District Highways. If five (5) fines are imposed for unauthorized road use on five (5) separate calendar days on the same highway following the Company's receipt of the Notices of Violations, the highway shall be deemed to be included as a Road District Highway used for Project construction and to the extent damage is caused to such road as a result of the Company's use of the highway, the Company shall be responsible for the cost to repair and improve such highway as set forth in Section 5 of this Agreement.

(M) The Company shall keep all Road District Highways and appurtenances used by the Company or the Company's Representative(s) clear of mud, dirt, dust, spilled or tracked material, garbage, obstructions, or other hazards created or caused by Company's construction activities. Upon request of the Road District, the Company shall clear any construction-related mud, dirt, debris, garbage, obstructions, or hazards from a Road District Highway, culvert, or ditch prior to dusk on the day such a request is made, or within two (2) hours if such request is made less than two (2) hours before dusk. If the Company fails to act within this time frame, the Road District may take remedial action and may close the road until the road is made safe and the Road District may issue a Notice of Violation and impose a fine of \$1,000.00 per occurrence on the Company and the Company shall pay any fine imposed within thirty (30) days after receipt of a Notice of Violation. The Company is not responsible for the removal of mud or debris related to third-party agricultural operations.

(N) The Company shall not use Road District Highway rights of way as storage or staging areas or as parking areas for the Company's or the Company's Representative's vehicles and equipment.

(O) Any fences shall be located at least fifteen feet (15') off the public rights-of-way or apparent rights-of-way.

(P) The Company shall make the necessary improvements for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Company or Company's Representative(s), such modifications shall be designed by an Engineer and shall satisfy the applicable sections of the current Bureau of Local Roads and Streets Manual (and any updates thereto) issued by IDOT (the "IDOT Standards"). The proposed modifications must be approved by the Highway Commissioner before any changes are made to an intersection. When the widened corners are no longer needed, the Company shall repair all damage, return the corners substantially to their original lines and grades, and ensure proper drainage in accordance with IDOT Standards, unless the Highway Commissioner requests that the widened corners remain as improved and the Company prepares, obtains, and records with the County Recorder permanent easements in favor of the Road District in a form approved by the Road District needed for the widened corners to remain in place.

(Q) The Company shall use commercially reasonable efforts to obtain permanent easements from private land owners so that widened road corners, drainage structures or other improvements intended to be permanent in nature can remain fully in place. The Company shall prepare, obtain, and record with the County Recorder permanent easements in favor of the Road District in a form approved by the Road District.

(R) The Company shall pay for the costs of all repairs to all Road District Highways and appurtenances that are damaged by Company or Company's Representative(s) during the construction of the Project in accordance with Section 5 of this Agreement.

(S) The Company, at its expense, shall take such measures as are reasonably required during an extended work suspension to provide for safe vehicular travel on Road District Highways during the period work is suspended. Such measures may include, but are not limited to, laying additional gravel, installing barriers, posting signs or providing interim repairs or protections such as spray patching. The extended work suspension may be caused by, but is not limited to seasonal weather conditions, "acts of God", or labor disagreements. If work is suspended for a period exceeding six (6) months, then reconstruction of repair of the Road District Highways in accordance with Section 5 of this Agreement shall begin.

(T) All such actions undertaken by the Company to prepare the roads for winter conditions and the plowing of the roads by the Road District shall be subject to the supervision of the Road District. In the event rapidly changing winter weather conditions (by way of example and not

limitation, sudden thaws or heavy rains) make road conditions hazardous for the motoring public, the Road District may close the road to construction traffic upon providing reasonable notice to the Company.

(U) The Road District and/or its designee(s) shall have unfettered access to the Road District Highways to inspect the roads, culverts, adjacent ditches, *et cetera*.

(V) The Company shall reimburse the Road District for all reasonable and documented third-party costs for oversight and management of the inspection process, including but not limited to on-going engineering and surveying fees, incurred in connection with any and all the road issues relating to the construction of the Project, coordination of construction traffic, issuance of required permits and repairs to the Road District Highways and all roadway appurtenances. The Road District shall notify the Company in advance of incurring such costs. Payments shall be made within thirty (30) days of receipt of such engineering bill or other bills by the Company or request for reimbursement from the Road District, which request for reimbursement shall be provided monthly. The Road District may utilize the County Highway Department to provide oversight, management, inspection, engineering, and surveying services and shall charge fees for such services to the Company in accordance with the fee schedule established by the County Engineer.

(W) In accordance with Section 9-104 of the Illinois Highway Code, all section corner stones and monuments shall be properly preserved.

(X) The Road District may issue a Notice of Violation (Exhibit E) and impose a fine of \$2,500.00 if the Road District is notified of and determines a traffic control deficiency exists. Before issuing a Notice of Violation the Road District shall notify and direct the Company to correct the deficiency within a specified time which will be between 2 hours to 24 hours based upon the urgency of the situation and the nature of the deficiency. Such time for curing a traffic control deficiency may be extended as may be reasonably required due to the nature of the deficiency; provided, that the Company is using diligent efforts to actively cure the deficiency. A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan.

(Y) The Company shall hold harmless, indemnify, defend, pay costs of defense (including reasonable attorneys' fees), and pay any and all claims or judgments which may hereafter accrue against the Road District, Sidney Township, and/or (notwithstanding that such individuals are not specifically named herein) their respective elected and appointed officials, employees, contractors, and consultants caused by the Company or the Company's Representative(s) and its respective successor and/or assigns in connection with construction of the Project or improvements, repairs, or reconstruction of the Road District Highways performed by the Company.

Section 2. Road District Undertakings. In consideration of the obligations of the Company under this Agreement, the Road District agrees to permit the Company and the Company's

Representatives access to the Road District's Highways and appurtenances as identified on the Project Layout Map (Exhibit A) and as provided for in this Agreement. Whenever the consent or approval of the Road District is required such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, the Road District shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

(A) The Road District consents to the use of the Road District Highway's rights-of-way for utility encroachments for the Project provided the Company submits a permit application for utility installations (Exhibit B) and the installation conforms to good utility practice. The Parties anticipate that cable installations will not be within one hundred fifty feet (150') of any bridges or box culverts (measured from the center of the stream or ditch and within the right-of-way) and any parallel installations shall be no closer than twenty feet (20') from the edge of public right-of-way, unless otherwise agreed upon by the Parties. Any proposed cable installations within 150 feet of any bridges or box culvert shall be subject to review and approval by the Champaign County Engineer. Any utility permit issued by the Road District is effective only to the extent of Road District's property interest and such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve the Company or the Company's Representative(s) from obtaining by purchase, condemnation, or otherwise the necessary approval of any owner of the fee over or under which the highway is located if such approval is required.

(B) The Road District consents to Access Entrances from the Road District Highways provided the Company submits a permit application for a road entrance (Exhibit C) and the installation conforms to the requirements stated in Section 1(E) and the permit application.

(C) The Company may transport overweight or oversize loads or vehicles or otherwise engage in construction activities on the Road District Highways during the spring posting season; provided, however, in the event weather conditions (by way of example and not limitation, sudden thaws or heavy rains) make road conditions hazardous for the motoring public, the Road District may close the road to construction traffic upon providing reasonable notice and details of such hazardous conditions to the Company.

(D) The Road District will issue individual "Super Load" permits provided the Company submits a Super Load permit application submitted to IDOT and the proposed movement conforms to the requirements stated in this Agreement and the permit application.

(E) The Road District will coordinate with Company and Company's Representative(s) so as to minimize the adverse impact of Project construction on the motoring public and the Road District's Highways.

(F) The Road District will perform all routine maintenance on the Road District Highways in accordance with Section 5(B) of this Agreement.

Section 3. Road Inventory.

(A) Pre-Construction Inventory. The Company, at least sixty (60) days before using the Road District Highways, shall retain an independent Engineer, to be approved by the Road District, to perform an inventory and/or survey to record the condition of the pavement surface of the Road District Highways designated on the Project Traffic Map (Exhibit A). The Company shall provide at least five (5) days' notice to Road District of the start dates and completion dates of the road survey work which shall produce a high definition video, to provide a viewer a virtual drive of the Road District Highways. The video shall be date- and geo-stamped; and have resolution adequate to show pavement condition, cracking, rutting, shoving, bleeding, and pot holes. In addition, to the extent reasonably accessible, photographs of the interior of all bridges, box culverts, culverts, and the road surface above each bridge, box culvert and culvert on Road District Highways designated for use by construction and delivery vehicles. The survey firm shall also provide a network level analysis of the condition of the Road District Highways using the pavement condition index ("PCI") methodology adopted by ASTM Testing Standard D6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys. The Road District will provide the Company or the Company's Representative(s) copies of any plans, cross-sections and specifications relevant to the existing road structure in possession of the Road District, if requested.

The Engineer shall provide to **its report to** the Company and the Road District at the same time.

For any drainage structures on the Road District Highways designated for use during Project construction, the Company shall hire an independent Engineer, acceptable to the Road District, to inspect all such bridges, culverts, and box culverts in accordance with National Bridge Inspection Standards and a load rating of all load carrying components of any such bridge or box culvert shall be completed by an Engineer. The inspection report shall set forth recommendations as to actions, if any, to be taken in advance of Project construction to assure that the bridges and box culverts can withstand the volume and weight of Project construction vehicles. If the inspection report concludes that a bridge or box culvert is structurally insufficient to handle the projected loads, it shall not be used by the Company, unless the Company, subject to the approval of the Road District, first makes pre-construction improvements, such as constructing a jump bridge or strengthening box culverts such that the bridge or box culvert is then capable of withstanding the volume and weight of Project construction vehicles. The Engineer shall provide to **its report to** the Company and the Road District at the same time.

(B) Post-Construction Inventory. Upon completion of construction of the Project, the Company shall retain an Engineer, acceptable to the Road District, to perform a post-construction inventory and/or survey, the methods of which shall be identical to those of the pre-construction survey of the highways and drainage structures. The two sets of data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, the parties shall negotiate to determine the extent of the repairs or

improvements needed to repair the Road District Highways and drainage structures in accordance with Section 5.

(C) **Optional Interim Inventory.** The Company may conduct one or more interim inventories and/or surveys, using methods and formulating appropriate photographs and other data comparable to that of the pre-construction inventory and the post-construction inventory to aid the Parties in ascertaining and differentiating the damage caused to Road District Highways and drainage Structures by the Company and the Company's Representatives from that caused by other parties' use **and traffic.**

Section 4. Reserved.

Section 5. Repair and Maintenance of the Road District Highways.

(A) The Company, at its sole expense, shall maintain the Road District Highways and roadway appurtenances to the extent damage and/or degradation is caused by the Company and the Company's Representative(s) and repairs or maintenance work is needed to ensure the continued safe passage of the motoring public. To the extent a condition exists posing an immediate threat to public safety, the Company shall immediately implement repairs required to make the Road District Highway safe for the motoring public. If an interim repair requires chips to be spread on the Road District Highway(s), the chips used shall be CA 15 (or other as approved by the Highway Commissioner) and shall be approved by IDOT and meet the requirements of IDOT's Standard Specifications and Supplemental Specifications then in effect. If any necessary repair or maintenance action is not promptly undertaken by the Company, the Road District may initiate the necessary repair and the Company shall reimburse the Road District for the reasonable costs of such repairs within thirty (30) business days of a written request for reimbursement.

(B) The daily routine maintenance of the Road District Highways affected by Project construction, including snow removal, striping, and routine signage shall be the responsibility of the Road District.

(C) The Company shall bear financial responsibility for necessary improvements and repairs to the Road District Highways as a result of Project construction, including the costs incurred for engineering estimates and inspections. The Parties expressly acknowledge that the Road District Highways currently do not require significant improvements, reconstruction, or significant repairs to accommodate the current use of the Road District Highways by the motoring public; accordingly, the Road District shall not contribute any funds for the road work required upon completion of Project construction or as needed to effect an immediate repair to ensure the safety of the motoring public.

(D) The Parties agree that post-construction repairs and improvements (the "Road Work") may include the work described in the following paragraphs.

(1) All work shall be in accordance with the IDOT Design Standards and the IDOT Standard Specifications, unless otherwise provided in this Agreement or otherwise approved by the Road District.

(2) The Company shall be responsible, at its expense, for performing a loaded truck test roll in the presence of the inspector retained by the Road District of the Road District Highways used for Project construction (a "Proof Roll") before surface treatments are applied. The Proof Roll shall be conducted in accordance with the IDOT Subgrade Stability Manual. Any areas which upon visualization and other customary methods of road evaluation show rutting, cracking, rolling, and/or pumping will require subsurface repairs to be made by the Company at its expense.

Subsequent Proof Rolls shall be performed as required, at the Company's expense, so that the Road District is assured the Road District Highways are properly prepared for surface coat treatments.

(3) In addition to such subsurface repair work, the Company shall be responsible for the following items (if needed following Project construction):

(a) Repairing drainage problems resulting from Project construction so that proper drainage is achieved.

(b) Ditch and shoulder work to be completed as required by the particular conditions existing of each road at the time of the post-construction road work. Disturbed ditches will be graded and seeded in accordance with IDOT Standard Specifications.

(c) All culverts and reinforced concrete pipes shall be inspected for damage following Project construction by a qualified Engineer and, if necessary, replaced with new culverts of the same size which are riveted, corrugated, aluminized, metal culvert pipes. No spiral culverts shall be used. The Road District shall engage an Engineer to conduct the inspection.

(d) All bridges and box culverts shall be inspected by a qualified structural engineering firm mutually agreed upon by the Parties for damage following Project construction and, if necessary, replaced or repaired as needed. The Road District shall engage the agreed-upon Engineer to conduct the inspection.

(e) With respect to roadbed damage to seal coat roads resulting from subbase failures caused by Project construction activities, the repair work will include completing subsurface base repairs including subsurface drainage work. The entire length and width of the damaged roadway shall be marked for repair and excavated to a depth of fifteen inches (15"). The area shall be backfilled with a six inch (6") layer of CA-1, and a minimum of nine inches (9") of CA-6 compacted in lifts according to Article 358 of the IDOT Standard Specifications. Existing seal coat roads shall be primed with MC-30 and covered with an A-2 surface treatment (HFP oil) using CA-14 crushed stone for the cover coat and CA-16 crushed stone for the seal coat.

(f) With respect to road damage resulting from surface failures to seal coat roads, such repair work shall include recycling the road surface for a length and width of the road and compacted in place in accordance with applicable portions of Section 358 of the IDOT Standard Specifications. The roadway shall be primed with MC-30 and covered with an A-2 surface treatment (HFP oil) using CA-14 crushed stone for the cover coat and CA-16 crushed stone for the seal coat in accordance with Section 403 of the IDOT Standard Specifications.

(g) Shoulders shall be restored adjacent to the road to the extent to and to the geometry which they existed prior to construction.

(E) Upon the Road District's determination, to be made in coordination with the Company, that construction of the Project, or a portion of the Project, is substantially complete, the Highway Commissioner, a representative from the Company, and civil engineers as the Parties may select, shall meet and review the condition of the Road District Highways and discuss the required post-construction road repairs (the "Road Repairs"). Following the on-site review of the Road District Highways, the Parties shall make a good faith effort to promptly and mutually agree to the needed Road Repairs, as well as the cost of the Road Repairs.

(F) The Company shall engage contractors and material suppliers qualified to perform work in compliance with IDOT Standards (unless the applicable work is not required by this Agreement to be in compliance with IDOT Standards) and approved by the Road District to perform the agreed upon Road Repairs.

(G) The Parties shall make a good faith effort to resolve any disagreements about the nature and/or scope of required road repairs, the projected costs of those repairs or the performance of road work by the Company. In the event the negotiation efforts of the Parties are unsuccessful or upon written demand by either Party, the Parties, within twenty-one (21) calendar days shall select a neutral engineer for resolution of the dispute (the "Neutral Engineer"). The Neutral Engineer shall be an independent civil engineering firm which regularly practices and has experience in highway construction and design standards in rural central Illinois. The Neutral Engineer shall have no prior relationship with the Parties.

The Parties and the Neutral Engineer shall promptly agree to procedures for submitting position papers and information to the Neutral Engineer and for an on-site inspection (if needed) by the Neutral Engineer. The Neutral Engineer shall complete its review and inspection within thirty (30) business days of its engagement by the Parties and issue its written report. The determination of the Neutral Engineer shall be final and binding upon the Parties. The costs for such inspection and report by the Neutral Engineer shall be paid by the Company.

(H) Upon completion of the Road Repairs, the Company shall provide written notice to the Road District (the "Completion Notice"). The Completion Notice shall include an attestation, under oath, from the Company or its agent that all contractors, subcontractors, and material suppliers retained by or for the benefit of the Company who performed Road Repairs have been paid amounts then due, or, in the event of a disputed payment claim, the payment claim has been insured or bonded over. Upon receipt of the Completion Notice, the Road District shall have ten (10) business days to inspect the Road Repairs and provide written notice to the Company that the Road Repairs are accepted or rejected in whole or in part, which determination shall be made in good faith by the Road District.

(a) If the Road District rejects the Company's Road Repairs, the Road District shall state, with particularity the work rejected, the action required to make the rejected work acceptable, and a reasonable time period for the completion of the work (the "Punch List Work"). Upon completion of the Punch List Work, the Company shall provide another Completion Notice to the Road District. If the Company disputes the Road District's rejection of its Road Repairs and/or the Punch List Work and the Parties are unable to resolve the dispute, the Parties may submit the dispute to the Neutral Engineer, as provided for in this Agreement, for resolution.

(b) The Company's Road Repairs shall be deemed accepted by the Road District (the "Date of Acceptance") upon the earliest to occur of the following events:

(j) the Road District's issuance of a written notice that the Road Repairs are accepted; or

(ii) the Road District's failure to provide a written rejection of the Company's Road Repairs along with the Punch List Work to the Company within ten (10) business days of the Road District's receipt of the Completion Notice; or

(iii) a date determined by the Neutral Engineer.

(l) The warranty period for the Company's Road Repairs shall expire three (3) years from the Date of Acceptance (the "Warranty Period"). The Road District shall promptly notify the Company of any suspected breach of warranty. Upon receipt of such notice, the Company shall re-perform any road work to the extent that it was in breach of warranty.

Section 6. Financial Security.

(A) At least fifteen (15) days prior to the commencement of any pre-construction improvements or use of the Road District Highways, the Company shall provide to the Road District an irrevocable Letter of Credit (the "Letter of Credit") issued by a sound financial institution located in the United States of America; provided that the Letter of Credit may be issued by a United States branch of a foreign bank, substantially in the form attached as Exhibit F to this Agreement or such other form reasonably acceptable to the Road District. The Parties acknowledge that the exact terms of the Letter of Credit may be subject to terms requested by the financial institution issuing the Letter of Credit.

(B) When initially delivered to the Road District, the Letter of Credit shall be in the amount of Two Hundred Thousand Dollars (\$200,000.00).

(C) At six (6) month intervals from the date the Letter of Credit is initially provided by the Company to the Road District, and until the Date of Acceptance, the Road District may request an increase to the stated amount of the Letter of Credit if road repair costs increase due to changes in market conditions. Following receipt of such request and supporting documentation reasonably acceptable to the Company, the Company shall have forty-five (45) days to cause

the applicable issuing bank to increase the stated amount of the Letter of Credit to the periodically revised estimate.

(D) At six (6) month intervals from the date the Letter of Credit is initially provided by the Company to the Road District, and until the Date of Acceptance, the Company may request a decrease to the stated amount of the Letter of Credit if road repair costs have decreased due to changes in market conditions. Following receipt of such request and supporting documentation reasonably acceptable to the Road District, the Road District shall promptly provide its written consent to the decrease and execute any other documentation required by the applicable issuing bank to effect such decrease. A reduction in the Letter of Credit shall not amount to acceptance by the Road District of improvements or repairs to Road District Highways by the Company.

(E) The amount stated on the Letter of Credit shall not be deemed to be the limit of the Company's financial obligations under this Agreement. Should the cost or expense of any of the Company's financial responsibilities under this Agreement exceed the amount stated on the Letter of Credit, the Company shall remain liable for any additional cost or expense.

(F) The Road District shall not draw on the Letter of Credit until ten (10) calendar days after the delivery of a written notice to the Company specifying a default hereunder by the Company, during which ten (10) calendar days the Company may cure such default and, in the event the Company so cures, the Road District shall not draw on the Letter of Credit on account of such default; provided that in the case of a default described in Section 6(G)(2), such cure period shall be five (5) calendar days.

(G) The Letter of Credit may be used by the Road District, in its reasonable discretion, to cure any uncured defaults of any kind or nature with respect to the Company' obligations under this Agreement, including, but not limited to:

(1) providing payment for any of the Company's obligations under this Agreement which remain unpaid for thirty (30) calendar days after such obligations have been incurred and notice sent to the Company, which obligations shall include without limitation, modification, repairs, and improvement of the Road District Highways, subject to the Warranty Period and dispute resolution mechanisms set forth in Section 5;

(2) keeping the liability insurance policy required pursuant to Section 7 in force and effect;

(3) in the event the Road District is served with a notice pursuant to the Illinois Mechanics' Lien Act from any of the Company' contractors, subcontractors, material suppliers, engineers or others (a "Lien Claimant") that the Company has not paid for

work performed in connection with this Agreement and, after written notice of such claim, the Company has not provided a payment bond for the amount claimed either as required by any court in which an action is pending or pursuant to the Illinois Mechanic's Lien Act with respect to such Lien Claimant, payment may be made to such Lien Claimant; in such circumstance, the payment may be made through a title insurer or escrowee after a review of lien waivers and other documents for the purpose of insuring against claims by a Lien Claimant; and further provided that this right in the Road District shall not be construed as granting to any Lien Claimant any right as a third party beneficiary or otherwise to the proceeds of the Letter of Credit;

(4) reimbursement for emergency actions by the Road District to respond to an incident related to construction of the Project to protect public health and safety; or

(5) reimbursement for such other actions or costs incurred (erection of traffic control devices, payment for outside consultants and advisors, *et cetera*) as are provided for under this Agreement.

(H) At the conclusion of the Warranty Period, the Company shall have no further obligation to maintain the Letter of Credit and the Letter of Credit automatically shall terminate. The Road District shall return the Letter of Credit to the Company at the conclusion of the Warranty Period, along with any reasonable documentation requested by the issuing bank to evidence the cancellation request.

Section 7. Insurance.

The Company shall at all times throughout the term of this Agreement maintain in full force and effect, the following insurance coverages.

(A) If Company has employees, Workers Compensation and Employers Liability insurance covering all employees engaged in the work to the limits required by the applicable laws in the State of Illinois;

(B) Automobile Liability insurance covering all motor vehicles, including owned, hired and non-owned autos operated and/or licensed or leased by Company and engaged in constructing or overseeing construction of the Project. Limits of liability shall not be less than a combined single limit of Two Million Dollars (\$2,000,000) for the accidental death of one or more persons, or damage to or destruction of property as a result of one accident; and

(C) Commercial General Liability Insurance with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate covering the activities of the Company contemplated by this Agreement, without restricting the generality of the foregoing, such coverage shall include, but not be limited to bodily injury and property

damage, products and completed operations and contractual liability. Limits of liability can be achieved by a combination of General Liability and Umbrella/Excess Liability policies.

(D) Sudden and accidental pollution liability with minimum limits of Three Million Dollars (\$3,000,000) per claim and in the aggregate covering bodily injury and property damage covering activities of the Company.

The insurance shall be written by a company rated by A.M. Best of no less than A-(XV) or as otherwise determined to be acceptable by the Road District.

Sidney Township, the Sidney Township Road District, their respective elected and appointed officials, agents, and employees shall be named as additional insureds with respect to the Commercial General Liability.

The Company may utilize any combination of primary and/or excess insurance to **satisfy the above requirements**. A Certificate of Insurance shall be submitted to the Road District prior to the initiation of any work or transportation of any materials or equipment on the Road District Highways by the Company or the Company's Representative(s). The Certificate of Insurance shall demonstrate that the insurance carrier shall provide a thirty (30) day written notice of cancellation with an exception to be made in the event of a cancellation due to nonpayment of premium for which the notification period shall be ten (10) days to the Road District. Should the Company allow such liability insurance to terminate, the Road District shall have recourse against the Letter of Credit for funds sufficient to cause the liability insurance to be reinstated.

Section 8. Reserved.

Section 9. Miscellaneous.

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

(B) Remedies and Enforcement. Each of the Parties hereto, their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party, or their successors or assigns, which default is not cured for a period of ten (10) calendar days after receipt of a written notice to the defaulting Party of such default or such longer period for default, that cannot be reasonably cured within ten (10) calendar days provided the defaulting party commences the cure within such ten (10) calendar day period and diligently pursues a cure of the same, the Party seeking to enforce said provisions shall thereafter have the right to file a breach of contract claim, an action for a declaratory relief and/or to seek the remedies of specific performance and injunctive relief, as well as other remedies available at law or in equity. Notwithstanding the foregoing, the Road District may, without notice, take remedial action if immediate hazards exist and the Company is unable to or fails to take immediate action to make the Road District Highways safe for the motoring public and any costs reasonably incurred by the Road District in such a circumstance shall be reimbursed by the Company.

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

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

(E) Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.

(F) Notices. All notices shall be in writing. Unless otherwise provided, a notice shall be deemed to be received by a Party (1) on the date of personal service; (2) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (3) on the next business day if sent by overnight delivery service (e.g. Federal Express) with all fees prepaid. Notice may be sent via facsimile to a facsimile number; provided or to a provided e-mail address, however, notice sent via facsimile or e-mail shall be followed by notice delivered by personal service or via registered or certified mail, return receipt requested, postage prepaid or by overnight delivery unless such additional notice is waived in writing by the Party receiving the notice. If notice is effected by facsimile or e-mail, notice shall be deemed received on the date the receiving Party provides written notification to the other Party that a delivery of notice by supplemental means is not required.

Company: Prairie Solar 1, LLC
Brandon Reinhardt, Associate Director, Development
18575 Jamboree Road, Suite 850
Irvine, CA 92612
Email: brandon.reinhardt@baywa-re.com
Phone: 949-398-3915
Fax: 949-398-3914

With a copy to: BayWa r.e. Solar Projects LLC
Attn: Legal
18575 Jamboree Road, Suite 850
Irvine, CA 92612
Email: ussp.legal@baywa-re.com

Road District: Jeff Roberts
Highway Commissioner
Sidney Township Road District
P.O. Box 259
Sidney, IL 61877
Phone: 217-369-2435

With a copy to: Sheryl H. Churney
Klein, Thorpe & Jenkins, Ltd.,
7 Northpoint Drive

Streator, Illinois 61364
Email: shchurney@ktjlaw.com
Phone: 815-672-3116
Facsimile: 815-672-0738

or to such other party or address as any Party hereto may from time to time designate in a written notice to the other Party.

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

(H) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, irrespective of any conflict of laws provisions.

(I) Forum Selection. The Parties agree that any disputes arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

(J) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, and legal representatives. This Agreement may not be assigned without the written consent of the other Party hereto, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that the Company may without the consent of the Road District collaterally assign this Agreement in connection with any financing or refinancing of the Project. Any such permitted assignment will not relieve the Company of its obligations under this Agreement. Prior to any assignment, the Company shall provide to the Road District a written sworn statement executed by the proposed assignee stating that the assignee has received and read a complete copy of this Agreement, including the exhibits, agrees to be bound by the terms and conditions of this Agreement and, if requested to do so, will meet with the Road District to review the terms and conditions of this Agreement.

(K) Termination. The Company shall have the right to terminate this Agreement at any time for convenience before Project construction starts by providing fifteen (15) days' prior written notice to the Road District of its intent to terminate this Agreement. In the event such termination occurs, the Company's obligations to pay for third party costs incurred by the Road District prior to termination shall survive.

(K) This Agreement shall remain in place until the expiration of the Warranty Period.

(L) Due Authorization. The Company hereby represents and warrants that this Agreement has been duly authorized, executed, and delivered on behalf of Prairie Solar 1, LLC, a Delaware limited liability company. The Road District hereby represents and warrants that this Agreement has been duly authorized, executed, and delivered on behalf of the Road District.

(M) No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(N) Attorney's Fees and Costs. The Company agrees to reimburse the Road District for all reasonable and documented attorneys' fees and costs associated with the negotiation, drafting, and execution of this Agreement, and for the ongoing review of compliance with the Agreement in the ordinary course.

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

(Signatures appear on following page)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first written above.

SIDNEY TOWNSHIP ROAD DISTRICT

By: 

Jeff Roberts
Highway Commissioner

Prairie Solar 1, LLC

By: *Geoff Fallon*

Printed Name: Geoff Fallon

Title: Authorized Signatory

County of _____)
) ss
State of _____)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Geoff Fallon, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in his capacity as authorized signatory of Prairie Solar 1, LLC, he signed and delivered said instrument, as the free and voluntary act of said company and in accordance with authority granted to him by its managing members.

Given under my hand and notarial seal _____, 2022.

Notary Public

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

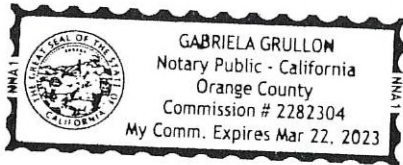
State of California

County of ORANGE }

On MARCH 24th, 2022 before me, GABRIELA GRULLON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared GEOFF FALLON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gabriela Grullon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

EXHIBIT A: Project Traffic Map

(attached)

\\westwood\ps-local\GIS\Global Projects\0028288.00\dwg\Civil\Exhibit\0028288\EXH-SITE ACCESS.dwg 1/20/2022 3:27 PM Taylor Brennecke



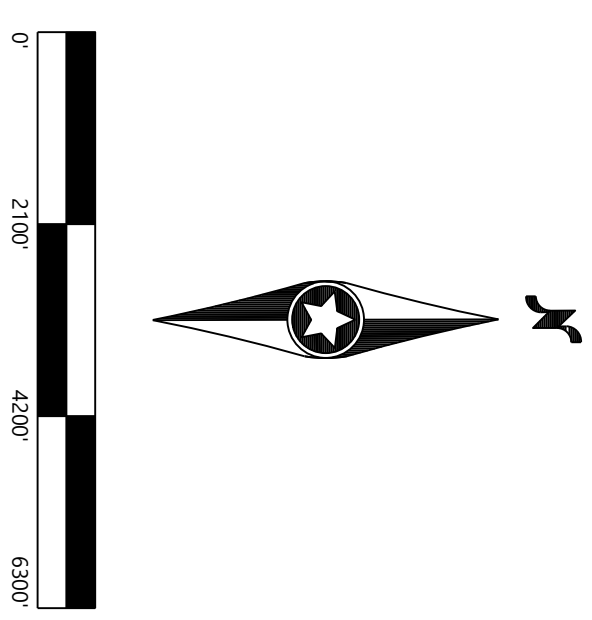
- LEGEND:**
- PROPOSED CONSTRUCTION TRAFFIC DIRECTION (INGRESS)
 - PROPOSED CONSTRUCTION TRAFFIC DIRECTION (EGRESS)
 - PROPOSED CONSTRUCTION TRAFFIC CENTERLINE
 - EXISTING ROAD CENTERLINE
 - PROPOSED SOLAR ARRAY
 - PROPOSED ACCESS ROAD
 - PROPOSED SECURITY FENCE

Westwood
 Phone (823) 837-5150 12331 Whitehawk Pkwy, Suite #300
 Fax (823) 937-5822 Minneapolis, MN 55345
 Tollfree (888) 937-5150 westwoodcs.com
 Westwood Professional Services, Inc.

PREPARED FOR:

 17901 Von Karman Avenue, Suite 1050
 Irvine, CA 92614

REVISIONS #	DATE	COMMENT



Sun Prairie Solar Farm
 Champaign CO, IL

Construction Traffic Site Access Exhibit

NOT FOR CONSTRUCTION

DATE: 01/20/2022
 SHEET: 1

EXHIBIT B: Utility Installation Permit Application Form

(attached)

Sidney Township Road District

Utility Permit

Applicant Name: _____
 Company: _____
 Address: _____

 Telephone: _____
 Email: _____

Applicant (referred to herein as "Permittee") hereby requests permission and authority to occupy, and to do certain work herein described on the following Sidney Township Road District highway right-of-way known as _____, Section _____, from _____ to _____ in Sidney Township.

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

This permit covers the operation and presence of specified equipment, material, or facility on the right-of-way that may be related to the authorized work. A copy of this permit must be present when crews or equipment occupy highway right-of way. Failure to comply may result in the cessation of all construction.

This permit is governed by Section 9-113 of the Illinois Highway Code. The Permittee agrees to comply with the requirements of these laws and with all terms and conditions established by this permit (see page 2). This permit is subject to revocation by the Sidney Township Road District on violation of the terms and conditions governing its use.

Signature: _____
 Print Name: _____
 Date: _____

The work authorized by this permit shall be completed by _____ or within _____ days after the date this permit is approved by the Sidney Township Road District, otherwise the permit will be considered null and void.

This permit allowing occupancy and work on Township Road District right-of-way is approved.

By: _____
 Highway Commissioner or agent
 Sidney Township Road District

Date: _____

This utility permit is subject to the conditions and restrictions established in accordance with the Illinois Highway Code including but not limited to the following:

- (1) The applicant represents all parties in interest and shall furnish material, do all work, pay all costs and shall in a reasonable length of time restore the damaged portions of the highway to a condition similar or equal to that existing before the commencement of the described work, including any landscape or tile restoration necessary. No open cuts across the highway.
- (2) The proposed work shall be located and constructed to the satisfaction of the Highway Commissioner or the Highway Commissioner's duly authorized representative. No revisions or additions shall be made to the proposed work on the right-of-way without the written permission of the Highway Commissioner or his duly authorized representative. **In certain circumstances the Road District may require that the construction plans and/or the as-built documents be sealed by an Illinois Registered Professional Engineer.** Typical of such projects would be petroleum or gas pipelines.
- (3) The applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. All signs, barricades, flaggers, *et cet.*, required for traffic control shall be furnished by the applicant.
- (4) The applicant must ascertain the path of its proposed installation and take precautions to protect its workers, human health, and the environment in those areas. Where contamination is encountered through excavation in the ROW, it should be managed through the Illinois EPA appropriate guidelines.
- (5) The applicant shall not trim, cut or in any way disturb any trees or shrubbery along the highway without the approval of the Highway Commissioner or the Highway Commissioner's duly authorized representative.
- (6) The facilities authorized to occupy the right-of-way by this permit are subject to removal, relocation or modification by the permittee at no expense to the Road District on notice given by the Road District in accordance with Section 9-113 of the Illinois Highway Code, as amended. Permittee shall cooperate with the Road District with the scheduling of any removal, relocation or modification deemed necessary for highway or highway safety purposes.
- (7) The permittee agrees to fully comply with the following legal obligations in advance of entering and while upon any Road District right-of-way.
 - a) Only a permit issued by the Road District will satisfy the "written consent" requirement of Section 9-113 of the Illinois Highway Code.
 - b) A permit from the Road District grants a license only to undertake certain activities on a Road District right-of-way, and does not create a property right or grant authority to the permittee to impinge on the rights of others who may have an interest in the right-of-way. Such others might include an owner of an underlying fee simple interest if the right-of-way is owned as an easement or dedication of right of way, an owner of an easement, or another permittee.
 - c) It shall be the responsibility of the permittee to ascertain the presence and location of existing above-ground or underground facilities on the highway right-of-way to be occupied by their proposed facilities. The Road District will make its permit records available to a permittee for the purpose of identifying possible facilities. When notified of an excavation or when requested by the Road District, a permittee shall locate, physically mark, and indicate the depth of its underground facilities within 48 hours, excluding weekends and holidays.
 - d) The permittee shall avoid conflicts with any existing underground or above-ground facilities on or near the highway right-of-way. Both the Road District and J.U.L.I.E. are to be contacted for assistance during the application process.
 - e) The permittee shall comply with all other applicable laws relating to the placement of utility lines.
 - f) The issuance of a utility permit by the Road District does not excuse the permittee from complying with any existing statutes, local regulations or requirements of other local agencies (such as, oversize and overweight vehicles) or the requirements of State agencies including, but not limited to, the following:

Illinois Commerce Commission, Illinois Department of Agriculture
Illinois Department of Natural Resources, Illinois Department of Mines and Minerals
Illinois Environmental Protection Agency, Illinois Historic Preservation Agency
 - g) Rights of abutting and underlying property owners are protected by common law and Sections 9-113 and 9-127 of the Illinois Highway Code. The permittee will address these rights prior to initiating activities on Road District right-of-way. The Road District will not be a party in any negotiations between the utility and abutting property owners.
 - h) In no case shall the permit give or be construed to give an entity any easement, leasehold or other property interest of any kind in, upon, under, above or along the Road District highway right-of-way.

EXHIBIT C: Access Entrance Permit Application Form

(attached)

**REQUIREMENTS FOR THE CONSTRUCTION OF ENTRANCE CULVERTS
AND DRIVEWAYS FOR THE SIDNEY TOWNSHIP ROAD DISTRICT**

1. All construction work shall be done in accordance with these rules and regulations and in accordance with the information submitted on the application and drawings.
2. All entrance driveways shall be designed so that the centerline of that portion lying within the right-of-way limits shall be at right angles to the paved portion of the traveled surface of the road.
3. Entrance culverts shall be constructed of metal culvert pipe laid to the flow line grade of the existing ditch and at no time shall such culvert pipe be less than 15 inches in diameter.
4. All entrances proposed to be used by equipment or large trucks shall have a minimum 24' driving surface. Entrances for cars and light duty vehicles shall have a minimum 16' driving surface.
5. Entrance driveways shall be constructed of hard surface material, not less than an equivalent of crushed stone 6 inches in depth, and shall be laid so that the finished surface of the driveway shall slope away from the traveled surface of the road at a slope equal to the existing shoulder lines at the location of the driveway.
6. No entrance driveway shall be flared with a radius of more than 30 feet, and in all cases the entire flare of the entrance shall fall within the right-of-way lines of the Highway. No part of any entrance driveway including the flares shall encroach on the frontage of any adjacent property.
7. Maximum side slope from top of entrance to the bottom of the ditch shall be 3:1.
8. The entire cost of the authorized work shall be paid for by the applicant who shall assume all the expenses including construction, insurance, etc., and, if required, the expense of removal.
9. No work will be authorized to proceed except at such times when the right-of-way is in the proper condition to permit the said construction.
10. The Road District Highway Commissioner or the Highway Commissioner's duly authorized agent is hereby directed and authorized to inspect the construction work authorized by the permit to see that such work conforms to these regulations. If such work conforms to these regulations, the Highway Commissioner is authorized to accept it for the Road District and to issue a Certificate of Compliance. If such work does not conform to these regulations, the Highway Commissioner is directed to reject it and the applicant shall immediately proceed to remove all such rejected work from within the limits of the right-of way.
11. After acceptance by the Highway Commissioner and the issuance of his Certificate of Compliance, all such construction and materials within the limits of the right-of-way of the highway shall become the property of the Sidney Township Road District and thereafter the Road District will assume the responsibility for the maintenance of said work (except for damage to the entrance related to the construction of the Sun Prairie Solar Farm).

**ENTRANCE CULVERT AND DRIVEWAY PERMIT REQUEST
SIDNEY TOWNSHIP ROAD DISTRICT**

Permit Number: _____

Request to construct an entrance culvert and driveway to the applicant's property on the _____ side of Road District Highway _____ in Section _____ in Sidney Township.

DATE: _____

NAME OF APPLICANT: _____

COMPANY: _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

CULVERT LOCATION (ADDRESS): _____

All work shall be done in accordance with the attached Requirements for the Construction of Entrance Culverts for Driveways.

Show all dimensions and details of the proposed construction on an sketch. Minimum culvert size shall be 15"x 30', corrugated metal pipe.

SIGNATURE: _____

Print Name: _____

Request to perform the above-described work is hereby approved on _____, 20____.

Highway Commissioner
Sidney Township Road District

**CULVERT AND DRIVEWAY ENTRANCE COMPLETION OF INSTALLATION
SIDNEY TOWNSHIP ROAD DISTRICT**

***To be signed after the completion of installation and returned
to the Sidney Township Road District Highway Commissioner***

Permit Number: _____

Date Permit Issued: _____

The installation of the described work of said permit was been completed on _____,
20____

Applicant Signature: _____

Print Name: _____

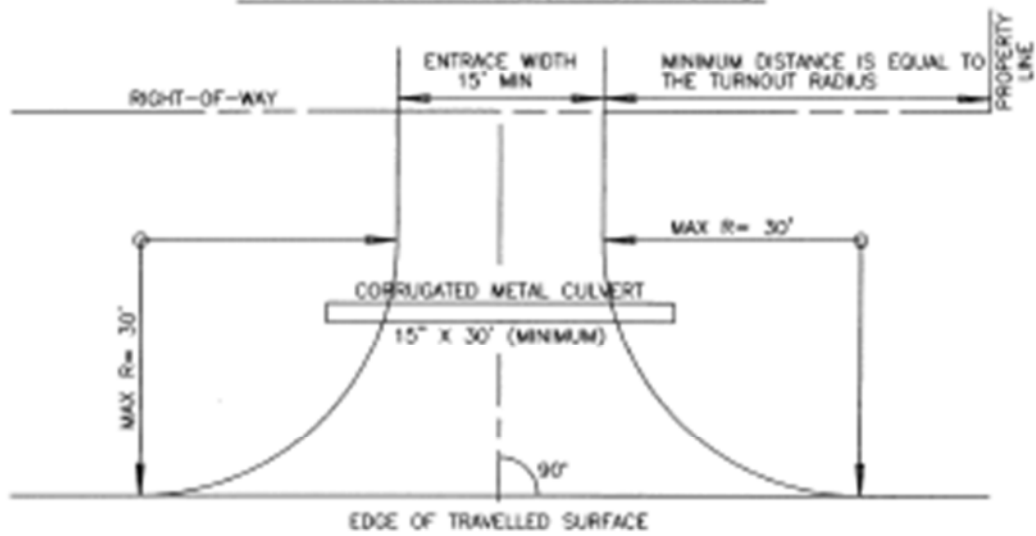
Do not write below: Road District Use Only

CERTIFICATE OF COMPLIANCE

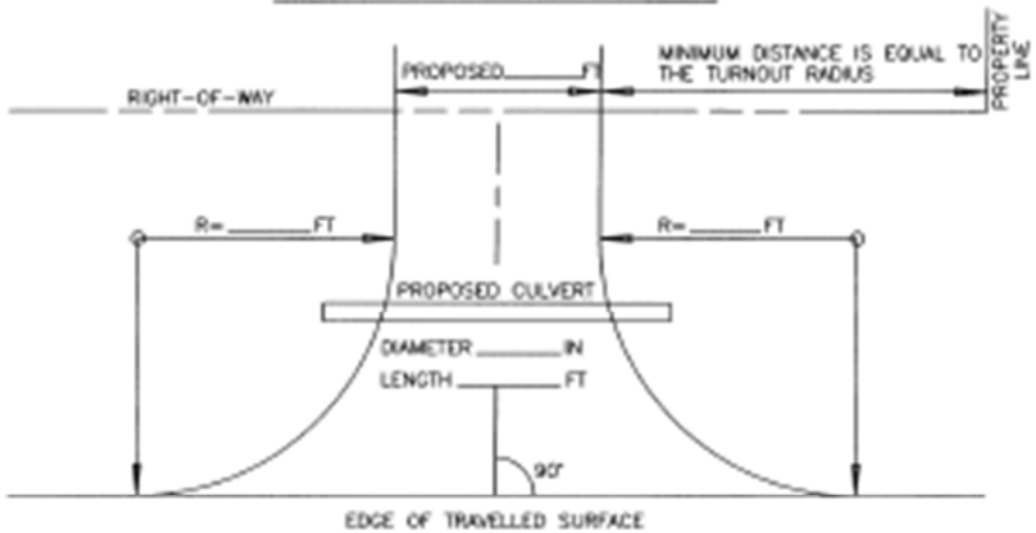
The installation of the described work of said permit has been inspected and accepted
as of _____, 20____.

By: _____
Highway Commissioner
Sidney Township Road Dist.

ENTRANCE SPECIFICATIONS



PROPOSED ENTRANCE



NOTE: LOCATE THE PROPOSED CENTERLINE OF THE ENTRANCE WITH A STAKE, LATHE, OR PAINT SO THE ACTUAL LOCATION OF THE ENTRANCE CAN BE ASSESSED FOR PERMIT APPROVAL.

EXHIBIT D: Plan of Day Form

(attached)

**PLAN OF THE DAY
PUBLIC ROADWAYS**

Date: ___/___/___

Page ___ of ___

Roadway: _____ From: _____ To: _____

Full Closure Partial Closure Expected Date of Reopening: ___/___/___

Will residents living along the roadway have access? Yes No

From which direction? _____ Have they been notified? Yes No

Scope of Work:

Culvert(s): _____

Soil Cement Stabilization

Aggregate Capping

Roadway Preparation

Seal Coat

Other: _____

Roadway: _____ From: _____ To: _____

Full Closure Partial Closure Expected Date of Reopening: ___/___/___

Will residents living along the roadway have access? Yes No

From which direction? _____ Have they been notified? Yes No

Scope of Work:

Culvert(s): _____

Soil Cement Stabilization

Aggregate Capping

Roadway Preparation

Seal Coat

Other: _____

Roadway: _____ From: _____ To: _____

Full Closure Partial Closure Expected Date of Reopening: ___/___/___

Will residents living along the roadway have access? Yes No

From which direction? _____ Have they been notified? Yes No

Scope of Work:

Culvert(s): _____

Soil Cement Stabilization

Aggregate Capping

Roadway Preparation

Seal Coat

Other: _____

EXHIBIT E: Notice of Violation Form

(attached)

NOTICE OF VIOLATION

Deliver to:

Prairie Solar 1, LLC (the "Company") Attn: Brandon Reinhardt 18575 Jamboree Road, Suite 850 Irvine, CA 92612 Telephone: 949-398-3915 Email: brandon.reinhardt@baywa-re.com With a copy to: BayWa r.e. Development, LLC Attn: Legal 18575 Jamboree Road, Suite 850 Irvine, CA 92612 Email: ussp.legal@baywa-re.com	Method of Delivery (Select all that apply) <input type="checkbox"/> Email <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Personal Delivery to construction manager at site <input type="checkbox"/> Facsimile
--	---

Date: _____

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

Check one:	Type of Violation:	Fine:	Notes:
	Road closure exceeds 3 hours or other approved time	\$1,000 (each 30 minutes)	
	Use of non-construction road	\$5,000	
	Failure to remediate road hazard	\$1,000	
	Failure to obtain overweight / oversize vehicle permit	\$1,000	
	Failure to provide notice of road closure	\$5,000	
	Traffic control deficiency	\$2,500	

Location: _____

Date/time: _____

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

Additional Notes: _____

Signature: _____

Print Name: _____

Title: _____

Fine must be paid within 30 days of receipt of this Notice and be delivered to:

Sidney Township Road District

Address: _____

EXHIBIT F: Letter of Credit Form

BENEFICIARY

Sidney Township Road District
Jeff Roberts, Highway Commissioner
P.O. Box 259
*Need Street Address
Sidney, IL 61877
217-369-2435

APPLICANT

*Insert Name
*Insert Street Address
*Insert City State ZIP

INSERT MONTH DAY, YEAR

Irrevocable Letter of Credit No. _____
Stated Amount: US\$ _____
Effective Date: _____
Expiration Date: _____
Issuer: _____
STREET ADDRESS
CITY, STATE ZIP

Ladies and Gentlemen,

We irrevocably authorize you to draw on us from time to time for the account of the Sidney Township Road District, Champaign County, Illinois (the "Beneficiary") amounts, which, when aggregated with prior draws, do not exceed the Stated Amount (as shown above). The Stated Amount may be increased or reduced or reinstated from time to time as forth in this Letter of Credit. We shall make funds available to you against presentation of a dated and appropriately completed draw request in substantially the form of Attachment 1 hereto manually purportedly signed by the Beneficiary. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall (i) be in writing and addressed to *[insert issuing bank information]*, (ii) refer to this Letter of Credit, and (iii) be delivered in person or by certified mail or by facsimile (____) _____-_____, or by overnight delivery service. If a draw request is presented in strict compliance with the terms of this Letter of Credit by [11:00 A.M. Central Time] on any Business Day, payment will be made not later than [3:00 P.M. Central Time] on the following Business Day and if a draw request is so presented to us after [11:00 A.M. Central Time] on any Business Day, payment will be made on the second succeeding Business Day not later than [1:00 P.M. Central Time]¹. Payment under this Letter of Credit shall be made in immediately available funds by wire transfer to such account as may be designated by a Beneficiary in the applicable draw request.

As used in this Letter of Credit, "Business Day" means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close under the laws of the State of *[insert state of issuing bank]*.

¹ Times to be confirmed by applicable issuing bank and are subject to change.

This Letter of Credit shall expire on the Expiration Date stated on the preceding page.

It is a condition of this Letter of Credit that the expiration date shall be automatically extended without amendment for one (1) year from the expiration date hereof and for successive one (1) year periods thereafter unless at least thirty (30) days prior to any such expiration date we send notice to you by certified mail or hand delivered courier, at the address stated above, that we elect not to extend this Letter of Credit for any additional period.

In the event that a draw request fails to comply with the terms of this Letter of Credit, we shall, not later than the next Business Day, notify the Beneficiary in writing, specifying with particularity the reasons therefore. Such notice shall be delivered in person or sent by overnight delivery or sent by facsimile transmission to the Beneficiary and to Sheryl H. Churney, Klein, Thorpe & Jenkins, Ltd., 7 Northpoint Drive, Streator, Illinois 61364, 815-672-0738 (facsimile). Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such non-complying draw request in accordance with the terms of this Letter of Credit.

All issuing bank charges are for the account of the Applicant.

This Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited or amplified by reference to any other document, instrument or agreement, whether or not referred to herein.

This Letter of Credit contemplates multiple draws. Each draw shall reduce the amount available for subsequent draws under this Letter of Credit. The Stated Amount may be increased or reduced or reinstated by subsequent amendments hereto. No amendment to this Letter of Credit shall be effective without the written concurrence of the Letter of Credit Issuer, the Applicant, and the Beneficiary.

We hereby agree with you that documents presented under and in conformity with the terms and conditions of this Letter of Credit will be duly honored on presentation if presented on or before the expiration date of this Letter of Credit. If, within three (3) business days of the date any demand is made in conformity with this Letter of Credit is presented, we fail to honor the same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Beneficiary in enforcing the terms of this Letter of Credit.

This Letter of Credit is governed by the provisions of the Uniforms Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP600") and matters not addressed by UCP600 shall be governed and construed in accordance with the laws of the State of Illinois.

BANK NAME

Attachment 1

DRAW REQUEST

BANK NAME
STREET ADDRESS
CITY, STATE ZIP

Copy to:

- *Insert Name
- *Insert Street Address
- *Insert City State ZIP

Ladies and Gentlemen,

The undersigned _____ on behalf of the Sidney Township Road District, Champaign County, Illinois (the “Beneficiary” hereunder) hereby requests a draw in the amount of \$ _____ (this “Draw”) against the Irrevocable Letter of Credit _____ dated _____, 20__, (the “Letter of Credit”), issued by BANK NAME in favor of the Beneficiary. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents and warrants that:

- A) This Draw is authorized by the Sidney Township Road District – Sun Prairie Solar Farm Road Use Agreement dated *, 2022 entered into by and between Prairie Solar 1, LLC and the Beneficiary (the “Road Agreement”).
- B) The Beneficiary has determined that there has been a default under the Road Agreement and that by reason thereof the Beneficiary is entitled to the amount demanded. [alternative basis: The Beneficiary has received notice from the Bank of its intention not to extend the Letter of Credit beyond the current expiration date and Prairie Solar 1, LLC has failed, prior to the close of business on [_] [insert date which is not more than thirty (30) days before the present expiration date], to deliver to Beneficiary a replacement Letter of Credit satisfying the requirements of the Agreement].
- C) The Beneficiary has given written notice of such default to Prairie Solar 1, LLC in accordance with the terms of the Road Agreement and Prairie Solar 1, LLC has failed to cure the default within [ten (10)][five (5)]² days after receipt of the written notice.
- D) This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.

² Five (5) days to be used in the case of a default under Section 6(G)(2) of the Road Agreement.

E) You are directed to make payment of this Draw to _____.

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this _____ day of _____, 20__.

Sidney Township Road District
as Beneficiary

By: _____
Name: _____
Title: _____