

STATE OF ILLINOIS COUNTY OF Cumberland

THIS INSTRUMENT WAS FILED FOR RECORD

12th DAY OF April 2023 8:36 AM DULY RECORDED

RECORDER

Beverly Howard

DEPUTY

BH

DOCUMENT NUMBER: 2023R00470

State Imposed RHSP surcharge \$0.00

ADDENDUM TO ORDINANCE 23-03
REF # 2023R00177
CUMBERLAND COUNTY ROAD USE AGREEMENT
FOR SOLAR AND WIND FARMS

PASSED APRIL 11, 2023

Floyd Holkenbrink

FLOYD HOLKENBRINK, BOARD CHAIRMAN

ATTEST:

Beverly Howard

BEVERLY HOWARD, COUNTY CLERK

Addendum to the Cumberland County Road Use Agreement for Solar and Wind Farms-

Should two or more companies desire to use the same Road/Roads as each other during the same time frame, the following shall apply:

1. The first company to initiate the Road Agreement utilizing that road will have the responsibility outlined in the original agreement.
2. Should another company desire to utilize the same road in their Road Use agreement, every effort will be made to allow the request. However, the two or more companies will be required to assume "joint" responsibility for the overlapped road use.
3. They will be required to work together to accommodate each other's needs on those affected roads which will involve communication between the two or more headquarters or operating officers as designated by each company.
4. The Cumberland County Road Authorities will make every effort to notify the companies at the time they attempt to execute an agreement, if it appears there will be more than one agreement for that section of road, or if there is for certain already an agreement/agreements in effect.
5. Once the Cumberland County Road Authorities receive the multiple Road Use Agreement for that section/sections of road, a meeting will be held between the companies at the Cumberland County Highway Department to discuss the joint responsibility. At that point, there will be no advantage given to the original Road User over the multiple ones to apply. It is the intention of the Road Authorities that this meeting will lay out most of the details necessary for the two or more companies to assume joint responsibility for the road use of those section/sections.
6. At this point, the companies shall be required to enter into their own agreement drafted by one or all of them detailing the joint responsibility.
7. Once the Road Authorities have received the joint responsibility agreement and approved it, then the second or subsequent Road Use agreement(s) will be executed. If an agreement cannot be reached between the respective companies, then the Road Authorities shall have the right to suspend any or all projects until such time as an agreement can be reached.
8. If the Cumberland County Road Authorities should have difficulty obtaining compliance in having the road maintenance performed because the joint agreement is not working out, the Road Authorities shall have the option of stopping any projects or project and using the Letters of Credit to enforce compliance or performing the work themselves and billing all companies for the necessary maintenance work.
9. If work is stopped due to point 8 above, the Road Authorities also reserve the right to require a second agreement be drafted between all the companies involved and accepted by the county Road Authorities to keep the work from being stopped again.
10. If work is stopped because of point 8 above, the Road Authorities also reserve the right to opt out of signing another Road Use agreement with them or their affiliates elsewhere in the County because of their unsatisfactory performance.
11. Point ten will also apply to a single company where no joint responsibility agreement exists, if the work is stopped or suspended due to noncompliance with the Road Use Agreement terms.