

**COMPENSATION AND SITING APPROVAL AGREEMENT**

**THIS COMPENSATION AND SITING APPROVAL AGREEMENT (“Agreement”)** is made this \_\_\_\_ day of \_\_\_\_\_, 2018, between McLean County Wind Energy LLC (“Developer”) and the **CITY OF LEXINGTON, an Illinois Municipal Corporation (“City”)** (individually Developer and the City are each a “Party” and collectively are the “Parties”).

**WHEREAS**, Developer intends to construct, own and operate a wind energy conversion system (the “Project”) in McLean County, Illinois and has presented to the City preliminary drawings and plans describing the location of the Project facilities;

**WHEREAS**, the Project includes [INSERT #] wind energy turbines located within 1.5 miles of the corporate limits of the City, as shown on Exhibit A attached hereto, and includes other ancillary Project improvements such as construction staging area, underground electrical collection systems and access roads located within 1.5 miles of the corporate limits of the City;

**WHEREAS**, pursuant to 65 ILCS 5/11-13-26, the City may regulate the siting of wind energy turbines within 1.5 miles of the corporate limits of the City;

**WHEREAS**, the City has not enacted any ordinance regulating the siting of wind energy turbines within 1.5 miles of the corporate limits of the City;

**WHEREAS**, pursuant to 65 ILCS 5/11-13-26, the City held a public hearing on the Project on January 22, 2018;

**WHEREAS**, the City hereby approves the siting of the [INSERT #] wind energy turbines shown on Exhibit A and the other ancillary Project improvements located within 1.5 miles of the corporate limits of the City;

**WHEREAS**, in consideration of the potential impacts of the Project upon the City, Developer shall make annual payments to the City as set forth herein; and

**NOW THEREFORE**, in consideration of the promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The recitals are adopted and incorporated as material terms of this Agreement.
2. Except for the [INSERT #] wind energy turbines shown on Exhibit A, Developer shall not place or site any other wind energy turbines within 1.5 miles of the City’s corporate limits, as such boundaries exist as of the date of this Agreement and as depicted on Exhibit A.

3. City hereby grants siting approval for the [INSERT #] wind energy turbines shown on Exhibit A and all other ancillary Project improvements located within 1.5 miles of the corporate limits of the City. The City agrees that all other zoning, permitting and regulatory authority over all improvements of the Project, shall be subject to the exclusive authority and jurisdiction of the County of McLean. The Parties agree to provide a copy of this agreement to the County of McLean.

4. Contingent upon (i) the commencement date for commercial operation for electricity production for sale by the Project (and excluding the production of any “test” energy) (such date “**COD**”) and (ii) the placement of a minimum of at least one (1) Project wind energy turbine within one and one-half miles (1.5 miles) of the boundary of the City’s corporate limits, as such boundaries exist as of the date of this Agreement, Developer shall make annual payments to the City for each wind energy turbine for the Project installed within 1.5 miles of the boundary of the City’s corporate limits. The first annual payment shall be due and payable to the City within 30 days after COD of the Project.

5. The amount of the annual payment per turbine installed within 1.5 miles of the boundary of the City’s corporate limits as such boundaries exist as of the date of this Agreement and as depicted on Exhibit A, shall be as set forth in Exhibit B attached hereto. Annual payments for year 31 and thereafter will increase at 2.5% each year. City agrees that no further charges, fees or exactions may be imposed by the City on the Project.

6. Notwithstanding the foregoing, such annual payment shall cease upon the Project’s decommissioning. If the Developer does not obtain a building permit for at least one of the [INSERT #] wind energy turbines located within 1.5 miles of the corporate limits of the City from the County of McLean by December 31, 2021, this Agreement shall terminate.

7. The City further agrees that it will not:

(A) Take any action to obstruct, delay, frustrate or oppose the Project in any way or encourage any other party to do so; or

(B) Take any action, directly or indirectly, or encourage another party to take any action, directly or indirectly, with any governmental authority, to oppose the issuance to Developer of any permit, grant, right, application or similar governmental action related to the Project in any way. The City also expressly agrees that it will not oppose the placement by Developer of any Project infrastructure, including, but not limited to: construction staging area, underground electrical collection systems or access roads located outside of the corporate limits of the City.

8. If the City breaches the terms of this Agreement, then, in addition to any other remedies available to Developer at law or in equity, the City shall, within ten (10) business days of notice of such breach from Developer, refund to Developer all amounts paid by Developer to City pursuant to this Agreement.

9. If the Developer breaches the terms of this Agreement, the City may seek any remedy available to the City at law or in equity.

10. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, assigns and successors of each Party.

11. This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

12. Any written communication as aforesaid, if delivered or sent by facsimile or any other means of instant written telecommunication, will be deemed to have been given or made on the day on which it was delivered or sent as aforesaid if it is received at or before 5:00p.m. on the day in question or, if such day is not a business day or if such written communication is received after 5:00p.m., then delivery will be deemed to have occurred on the next following business day. Either Party may from time to time change its address for service hereunder by notice to the other Party. Any notice, request, demand or other instrument which may be required or permitted to be delivered, given or served upon either Party will be sufficiently delivered, given or served upon the Party in question, if in writing, and if either delivered by hand, by facsimile or by any other means of instant written telecommunication, in each case addressed as referenced below:

(A) In the case of City to:

(B) In the case of Developer to:

McLean County Wind Energy LLC  
One South Wacker Drive, Suite 1900  
Chicago, IL 60606  
Attn: General Counsel  
Facsimile: 312-224-1444

13. Each Party acknowledges having obtained its own independent legal advice with respect to this Agreement and the transactions contemplated hereby to the fullest extent deemed necessary by each Party prior to its execution and delivery. There will be no presumption that any ambiguity in this Agreement and any documents contemplated hereby be resolved in favour of either of the Parties. The execution, delivery and performance by the Parties of this Agreement has been duly authorized by all necessary action and there are no approvals, authorizations, consents, or other action necessary to authorize either Party's execution and delivery of this Agreement.

14. This Agreement shall be governed by and be construed in accordance with the laws of the State of Illinois.

**IN WITNESS WHEREOF**, this Agreement is executed effective as of the day and year first above written.

**MCLEAN COUNTY WIND ENERGY CITY OF LEXINGTON, ILLINOIS  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DRAFT

**EXHIBIT A**

**PROJECT AND CITY OF LEXINGTON MUNICIPAL BOUNDARY**

DRAFT

**EXHIBIT B**

**PAYMENT SCHEDULE TO CITY OF LEXINGTON**

<b>Year</b>	<b>Per-Turbine Payment</b>
1	\$3,000
2	\$3,000
3	\$3,000
4	\$3,000
5	\$3,000
6	\$3,075
7	\$3,152
8	\$3,231
9	\$3,311
10	\$3,500
11	\$3,588
12	\$3,677
13	\$3,769
14	\$3,863
15	\$4,000
16	\$4,100
17	\$4,203
18	\$4,308
19	\$4,415
20	\$4,526
21	\$4,639
22	\$4,755
23	\$4,874
24	\$4,995
25	\$5,120
26	\$5,248
27	\$5,380
28	\$5,514
29	\$5,652
30	\$5,793