

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 Developer has applied to the County of McLean for a special use permit for the Project and presented to the City preliminary drawings and plans describing the location of the Project facilities;

WHEREAS, the Project includes nine (9) 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 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 nine (9) 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 nine (9) 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 nine (9) 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. As depicted on Exhibit A, the nine (9) approved Turbines are designated as numbers 41, 104, 105, 109, 110, 111, 112, 130 and 132. The coordinates for such turbine locations, and the current identity of the property owners of each parcel for the nine (9) turbine sites are also set forth in Exhibit A. The City specifically reserves and retains any and all rights from the County of McLean for approval or denial regarding the ability of Developer to move or modify the location of any wind turbine sites approved in this Agreement.

4. The Parties agree that all other zoning, permitting, construction, decommissioning and other regulatory authority over the nine (9) 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, 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.

5. 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.

6. 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. Such annual payment shall cease upon the Project’s decommissioning. This Agreement shall terminate upon the Project’s decommissioning.

7. If the Developer does not obtain a building permit for at least one of the nine (9) 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. If the Developer does not commence construction of at least one of the nine (9) wind energy turbines located within 1.5 miles of the corporate limits of the City by December 31, 2022, this Agreement shall terminate. City approval granted herein for the nine (9) wind energy turbines located within 1.5 miles of the corporate limits of the City shall terminate and be revoked when this Agreement terminates.

8. The City further agrees that it will not take official action by the Mayor or City Council to oppose the placement by Developer of any Project infrastructure, including, but not limited to: underground electrical collection systems or access roads located outside of the corporate limits of the City.

9. 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 Developer may demand a refund of all amounts paid by Developer to City pursuant to this Agreement.

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

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

12. 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.

13. Any written communication, 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:

City of Lexington
Attention: Mayor and City Attorney
329 West Main Street
Lexington, IL 61753

(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

14. 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 favor 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.

15. This Agreement shall be governed by and be construed in accordance with the laws of the State of Illinois. In the event of any litigation between the Parties concerning this Agreement, such litigation shall be filed in the State circuit court in McLean County.

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: _____

EXHIBIT A

**PROJECT AND CITY OF LEXINGTON MUNICIPAL BOUNDARY MAP AND
TURBINE COORDINATES, PARCEL IDS, AND CURRENT OWNERS**

Turbine ID	Latitude	Longitude	Parcel ID	Current Owner
41	40.6875 N	88.7694 W	0328300005	John A. Schuler and Theresa Carole Schuler, a/k/a Tracy Schuler, husband and wife
104	40.6621 N	88.8229 W	0801100002	Franklin Family Farms, LLC, an Illinois limited liability company, and McLean County Land Trust H-130
105	40.6726 N	88.8167 W	0236400012	David E. Klein and Kathleen D. Klein Husband and Wife as Joint Tenants with full right of survivorship
109	40.6732 N	88.7912 W	0332300005	Jack E. Reimer, John J. Reimer, Linda Clemmons, Janice Kiper, James E. Reimer, Co-Trustees under the John A. Reimer Declaration of Trust dated July 26, 1993
110	40.6780 N	88.7829 W	0332200001	Richard E. Payne and Sharon M. Payne
111	40.6721 N	88.7535 W	0334300001	Dennis A. Bourgerie and Irene T. Bourgerie and Judson B. Stover, as Trustee of the Virginia Sue Stover Baker Trust Agreement dated May 14, 1987
112	40.6737 N	88.7484 W	0334300001	Dennis A. Bourgerie and Irene T. Bourgerie and Judson B. Stover, as Trustee of the Virginia Sue Stover Baker Trust Agreement dated May 14, 1987
130	40.6621 N	88.8311 W	0802200004	Franklin Family Farms, LLC, an Illinois limited liability company, and McLean County Land Trust H-130
132	40.6576 N	88.8293 W	0802400002	Franklin Family Farms, LLC, an Illinois limited liability company, and McLean County Land Trust H-130

EXHIBIT B

PAYMENT SCHEDULE TO CITY OF LEXINGTON

Year	Per-Turbine Payment
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