

**SPECIAL USE CONDITIONS**  
**PLEASANT RIDGE WIND ENERGY PROJECT**  
**LIVINGSTON COUNTY, ILLINOIS**  
**DRAFT 7-9-15**

1. **Commencement of Special Use.** Commencement of Construction of the Pleasant Ridge wind energy conversion system (“Project”) in Livingston County, Illinois by Pleasant Ridge Energy, LLC (“Company”) shall begin on or before June 30, 2017, and the Company shall substantially complete construction of the Project on or before December 31, 2018. If any litigation is filed challenging the approval of the Project, then the time for Commencement of Construction shall be within eighteen (18) months after termination of the litigation, and the time for the Company to substantially complete construction shall be within thirty-six (36) months after termination of the litigation. If the Company fails to begin or substantially complete construction of the Project or any portion thereof, on or before such dates, the special use for the Project or the incomplete portions thereof, shall expire and become null and void, unless, prior to such expiration, an extension of time is granted by the Livingston County Board (“County Board”), upon application by the Company. As used herein, the term “Commencement of Construction” shall mean the issuance of an improvement location permit for a wind turbine in the Project by the Zoning Administrator of Livingston County (“Zoning Administrator”).)

2. **Term.** The special use for the Project shall be granted for a term of 30 years from the date of the Project substation being commissioned and connected to the electrical grid. Prior to its expiration, the Company may apply to the County Board to extend the term of the special use. The special use may be terminated by the County Board for failure of Company to comply with applicable laws, regulations, ordinances or the conditions listed herein provided the County

Board gives written notice of such default with a sixty (60) day opportunity to cure to the reasonable satisfaction of the County Board. The County Board may in its sole discretion grant an additional extension of time to cure a default and if so the default shall be remedied to the reasonable satisfaction of County Board prior to the expiration of the extension period.

3. **Compliance.** Construction and operation of the Project shall be in compliance with all federal, state and local regulations now or hereafter in effect. The construction and operation of the Project shall conform to all representations made by the Company in its application and at all public hearings, and these conditions.

4. **Construction and Maintenance Hours.** Construction and routine maintenance activities for the Project shall be performed according to the following schedule:

(a) Commence no earlier than 7:00 a.m. and cease by 8:00 p.m. during the calendar period from September 1 through May 31, Monday through Friday.

(b) Commence no earlier than 7:00 a.m. and cease by 9:00 p.m. during the calendar period from June 1 through August 31, Monday through Friday.

(c) Commence no earlier than 7:00 a.m. and cease by 4:00 p.m. on any Saturday.

(d) No construction work shall be performed on Sunday.

Non-routine maintenance which does not involve heavy equipment and is performed inside the turbine may occur at any time without the prior approval of the Zoning Administrator. The Company may request approval to work during other times by submitting a request to the Zoning Administrator identifying the reason for the request and the particular date(s) for which the request is made. The request shall be granted or denied at the discretion of the Zoning

Administrator, and the Company shall provide notice of the planned construction or maintenance work to nearby residents as directed by the Zoning Administrator.

5. **Road Agreements.** The Company shall enter into all necessary road usage agreements with the County Board and township road districts. The Zoning Administrator shall not issue any improvement location permits for the Project until after Company has entered into the necessary road usage agreements with the County Board and township road districts. The Company shall comply with all the provisions of the road usage agreement entered into between the Company and the County Board. The Company shall also comply with any road usage agreement entered into between the Company and any township road district. Any material breach of the County Board road usage agreement or any township road district agreement by the Company shall constitute a material breach of these conditions.

6. **School Buses and Vehicular Traffic.** Company shall comply with restrictions or requirements imposed by the County Board or Zoning Administrator upon Project construction and maintenance traffic in order to avoid conflicts with school bus traffic and school bus stops, and with farm and other vehicular traffic in the Project area.

7. **Turbine.** Company shall install GE 1.79-100 or GE 1.72-103 model turbines for the Project. If Company proposes to install a different turbine than the turbines listed herein, Company shall apply for an amendment to the special use, and submit necessary information to demonstrate that the new turbine will comply with all applicable requirements. If the Company proposes to make a change in the Project, including replacement of a turbine or significant components thereof with equipment of a new design that will change the height or noise output

or materially affect other standards set forth in the Livingston County Code, then Company shall apply for an amendment to the special use.

8. **Turbine Location.** Each turbine shall only be located on those properties and in those locations set forth in the Project application. The County Board recognizes that site conditions may necessitate minor changes in the location of a wind turbine, and therefore the Company may adjust the location of any wind energy turbine within 250 feet in any direction from the location set forth in the Project application. Company may not place a turbine closer than the limits of a setback waiver granted by an adjacent landowner. Each wind energy turbine shall meet all the setback requirements set forth in the Livingston County Code, including Section 56-618(h), and shall satisfy all other Livingston County Code requirements and applicable state or federal requirements, and shall not adversely affect any microwave communications. No wind turbine generator shall be placed within 1,000 feet of any woodlands containing suitable bat habitat.

9. **Turbine Operation.** In order to prevent bat and other avian fatalities caused by the Project, from August 1 through October 7, between sunrise and sunset, turbines shall be operated with a minimum wind cut-in speed of 6.9 m/s. In order to prevent bat and other avian fatalities caused by the Project, from April 1 through October 31, turbines shall be fully feathered below the cut-in speed and not allowed to free wheel.

10. **Soil Erosion, Conservation and Drainage.** The Company shall provide the soil erosion prevention and remediation measures as reasonably required by the County Board or Zoning Administrator. No construction may begin until implementation of the soil erosion measures required by the County Board or Zoning Administrator. Company shall obtain all

other necessary state and federal permits, including complying with the requirements of the Storm Water Pollution Prevention Plans (SWPPP), administered by the Illinois Environmental Protection Agency. Company shall address the natural resource concerns presented in the executive summary of the Pleasant Ridge Wind Farm Natural Resource Information Report, as prepared by the Livingston County Soil and Water Conservation District, dated March 3, 2015. Company shall provide the Livingston County Soil and Water Conservation District with the SWPPP. Company shall utilize a local contractor to consult with and promptly repair any damage to farm drainage tiles relating to the installation and maintenance of the Project. Company shall consult with representatives of local drainage districts concerning any construction or maintenance that could affect such local drainage district.

11. **Transmission Interference.** If after installation of the wind energy turbines, Company or the County Board receives a complaint from any person concerning interference with microwave, television, radio, internet or other wireless transmission, including public emergency communications systems, Company shall promptly investigate the complaint. The results of the investigation shall be provided to the Zoning Administrator and the person making the complaint. If the Zoning Administrator determines, in his reasonable discretion, that the wind energy turbines are causing or contributing to such interference, Company shall mitigate the interference to the reasonable satisfaction of the Zoning Administrator. In the event of a disagreement between the Zoning Administrator and the Company and/or the person making the complaint concerning resolution of the complaint, then the Company and/or the person making the complaint may appeal the decision of the Zoning Administrator to the Zoning Board of Appeals pursuant to Section 56-966 of the Livingston County Code.

12. **Wildlife Monitoring.** Company shall perform one year of post-construction bird and bat carcass monitoring, as set forth in Company's application for the Project. Company shall perform three years of post-construction bird and bat fall season carcass monitoring study, and subsequent monitoring during the life of the Project, as set forth in the Company's application for the Project. Company shall conduct a new bald eagle and aerial raptor nest survey prior to installation of turbines. If the new bald eagle and aerial raptor nest survey identifies new nests, Company shall consult with County Board and mitigate any potential harm to the bald eagles and raptors that may be caused by the Project. Company shall provide all monitoring reports and documents to the Zoning Administrator. If during operation of the Project, the Company or the County Board identifies any significant wildlife kills or any substantial negative impact upon any threatened or endangered species, or upon any migratory birds, Company shall investigate and mitigate such harm to the reasonable satisfaction of the County Board. The Company shall incorporate its best management practices to minimize the risk to habitat and migration patterns and avoid habitat disturbance, with mitigation measures implemented as applicable. In addition, the Company shall maintain regular contact with the Whooping Crane Eastern Partnership ([www.bringbackthecranes.org](http://www.bringbackthecranes.org)), or any successor organization in order to track the passage of Whooping Cranes through the Project and explore additional measures to reduce the potential loss of these birds.

13. **Complaints and Resolution.** Prior to the commencement of construction of the Project and during the entire term of the special use and any extension, Company shall establish a telephone number hotline for the general public to call with any complaints or questions. The hotline number shall be publicized to the satisfaction of the Zoning Administrator in order to insure that the general public is aware of the hotline number. The hotline number shall be posted

at the operations and maintenance center and the construction marshalling yard. The hotline number shall be manned at all times. Each call shall be logged by the Company, and such log shall identify the name, address and reason for the call. Company shall provide the Zoning Administrator with the call log on a monthly basis to the extent allowed by law, and Company shall retain copies of the log for a minimum of two years. Company shall take necessary actions to resolve all legitimate complaints. If the Company shall, in the reasonable discretion of the Zoning Administrator, fail to take necessary action to resolve any legitimate complaint, the Zoning Administrator may direct Company to take such necessary action. During the construction of the Project, the Company shall maintain updated contact information on file with the Zoning Administrator for addressing complaints related to construction activities. The Company shall designate a contact person who will respond to inquiries from the Zoning Administrator. Once the project has reached commercial operation following the conclusion of construction activities, the Company shall maintain permanent contact information with the Zoning Administrator including a designated representative of the Company along with a phone number and email address, and a 24-hour emergency contact phone number. Company shall also provide these phone numbers and email addresses to the Livingston County emergency telephone service. If the Zoning Administrator or County Board retains any expert or consultant relating to such complaints, Company shall reimburse the County Board for all expenses. In the event of a disagreement between the Zoning Administrator and the Company and/or the person making the complaint concerning resolution of the complaint, then the Company and/or the person making the complaint may appeal the decision of the Zoning Administrator to the Zoning Board of Appeals pursuant to Section 56-966 of the Livingston County Code.

14. **Decommissioning and Security.** The Company shall provide security for decommissioning the Project as set forth in this section, and pursuant to the requirements of Section 56-624 of the Livingston County Code.

A. The Project shall be decommissioned upon the termination of the special use. Individual wind turbines and other components of the Project shall be decommissioned if such wind turbines or a component thereof ceases to be functional for more than six consecutive months and Company is not diligently repairing such wind turbine or component, or if such wind turbine or other component is declared by Company to be functionally obsolete for tax purposes.

B. Decommissioning of the Project or of individual wind turbines and other components shall require removal of all wind energy turbines, structures and appurtenances, and removal of all above ground and below ground electrical lines, removal of all access roads constructed for the Project or an individual wind turbine and removal of the substations, except as further set forth herein. Access roads, underground communication lines and underground electric lines may be left in place if agreed to by the landowner. Concrete and other components of the wind energy turbines shall be removed to a level at least 4 feet below the soil surface. Concrete and other components of wind energy turbines, and electric lines for the internal collection system, that are located more than 4 feet below the soil surface may be abandoned in place. The decommissioning of the Project or of individual wind turbines and other components shall be completed in a timely manner as determined by the County Board.

C. After removal of structures, components and access roads for the Project, Company shall restore soil and vegetation conditions to those which existed prior to the Project. Any soil replacement shall be of a soil type compatible with the soil which existed prior to the Project.

D. Company shall post security at the time of application for a turbine



improvement location permit estimated to cover the cost of decommissioning the Project. Initially, the amount of security shall be as set forth in the Economic Benefits Agreement between the County Board and the Company, or such other amount as approved by the County Board. Pursuant to the Livingston County Code, Company shall update the estimate of decommissioning costs every three years or at such other times as determined by the Zoning Administrator, which update shall include an analysis of the salvage value of the improvements. Company shall provide the Zoning Administrator with each updated estimate, which will be subject to review and approval or adjustment by the County Board. If the County Board determines that the amount of security must be increased due to changes in the estimated decommissioning costs, Company shall post such security within thirty (30) days of Company receiving written notification from the County Board.

E. Company shall provide the County Board with security in the form of an irrevocable letter of credit. The letter of credit shall be issued by a banking institution doing business in Illinois or is otherwise reasonably satisfactory to the County Board. The terms and conditions of the letter of credit shall be in substantial conformance with the terms of the draft letter of credit attached hereto as Exhibit "A" and which shall be subject to approval by the Zoning Administrator. These terms shall include a provision that 60 days prior to any expiration of the letter of credit, notice of the pending expiration shall be provided to the County Board, and the County Board may draw upon the letter of credit upon receipt of such notice of expiration. If security is re-established by Company, any draw not utilized by the County Board for decommissioning shall be credited or refunded to the Company.

F. Decommissioning obligations shall be binding upon any successor or assignee of Company, and the County Board shall not approve any such transfer or assignment of the special

use unless the successor or assign provides the County Board with sufficient financial assurance for decommissioning.

G. If Company fails to perform any decommissioning activity required by these conditions or other applicable law, the County Board may, at its sole discretion, call the letter of credit or take other action to obtain control of the security. If Company files for voluntary bankruptcy or is subject to involuntary bankruptcy filing, or becomes a debtor in any insolvency proceeding, the County Board may, at its sole discretion, call the letter of credit or take other action to obtain control of the security.

15. **Non-Operational or Obsolete Turbines.** Any turbine that is not in operation for a period longer than six consecutive months, and which the Company is not diligently attempting to repair, shall be decommissioned and removed by the Company within 120 days, subject to reasonable adjustment for adverse weather conditions or other factors outside of Company's control. Any wind energy turbine which is declared by the Company to be obsolete, non-functional, or otherwise subject to only a nominal taxation, shall also be decommissioned and removed within 120 days.

16. **Liability Insurance.** The Company shall maintain liability insurance as required by Section 56-623 of the Livingston County Code. The Company shall identify landowners in the project as additional insureds under the Company's liability insurance. The Company shall promptly increase such liability insurance if such amount is increased in the Livingston County Code. The Company shall provide evidence of the insurance to the Zoning Administrator.

17. **Assignment.** The special use shall not be assignable except upon approval by the County Board. Interest and/or ownership in the Company shall not be assigned or transferred to

another party except upon approval by the County Board; however, as long as Invenergy LLC continues to have a controlling ownership interest in and be responsible for the operation the Project, then County Board approval of an assignment or transfer of interest and/or ownership in the Company shall not be required. County Board approval under this Paragraph shall not be unreasonably denied or delayed so long as the assignee or transferee (“Acquiror”) demonstrates to the County Board adequate financial resources, experience in and capability of operating a wind energy project, and the Acquiror complies with all conditions hereunder and any other applicable local, state or federal requirement. The Company and the proposed Acquiror shall provide the Zoning Administrator the following information:

- (i) The name of the proposed Acquiror;
- (ii) The most recent financial statement of the proposed Acquiror;
- (iii) Letter of credit for the current amount of the Decommissioning Plan in effect as of the date of the proposed assignment or transfer as required by these conditions;
- (iv) A new certificate of insurance from the Acquiror providing evidence of liability insurance coverage in the amount that is required under Section 56-623 of the Livingston County Code;
- (v) Written acknowledgement by an authorized signatory of the Acquiror that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of any road agreement or any other agreement then in force and that it has provided any security for road repairs under such agreements;
- (vi) Written agreement by an authorized signatory of the Acquiror that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of the special use at the time the special use was granted to the Company which are in effect as of the date of the proposed assignment or transfer, including compliance with any mutually agreed upon damages or modifications subsequent to that time, and including compliance with the requirements and obligations of any other agreements or understandings required for the original approval in effect as of the date of the proposed assignment or transfer;
- (vii) The contact information for the Acquiror as required in Paragraph 13, above;
- (viii) Designate a representative or representatives of the Acquiror or transferee to meet with the Zoning Administrator to discuss the ongoing obligations and responsibility of the

Acquiror under the conditions of the special use permit which meeting shall take place not less than fifteen (15) days following County Board approval of the assignment or transfer; and

(ix) Provide the Zoning Administrator with such other information as the Zoning Administrator or County Board reasonably requests.

18. **Operating Requirements.** The Company shall operate the facility according to the following guidelines.

(a) Wind turbines shall be a non-obtrusive and non-reflective color such as white, off white or gray. The Company shall maintain the paint on wind turbines at all times in good repair.

(b) Wind turbines shall not display advertising, except for reasonable identification of the turbine manufacture, Company, and any parent entity of Company as approved by the Zoning Administrator. All other signs shall be in accordance with the Livingston County Code.

(c) A clearly visible warning sign advising persons of the presence of high voltage levels must be placed at the base of all pad mounted transformers and substations.

(d) Except to the extent decommissioned by Company in accordance with these conditions, Company shall operate the Project in a safe and well maintained manner, making all necessary repairs in a timely fashion.

(e) Company will respond promptly to any emergency or casualty event. Company shall place a clearly visible sign at the entrance to each turbine that identifies a 24-hour emergency contact number for the Company and pertinent 911 emergency information.

19. **Noise Reduction and Monitoring.**

(a) Company shall not install any turbines which cause or may cause a

violation of the noise regulations adopted by the Illinois Pollution Control Board (“PCB”). If Company installs GE 1.79-100 model turbines in the Project, the following turbine numbers shall have low noise trailing edge blades: 5, 8, 10, 14, 22, 25, 32, 39, 42, 49, 52, 60, 68, 73, 76, 91, 98, 102, 107, 109, 126, 128, 129, 136. If the Company installs GE 1.72-103 model turbines in the Project, the following turbines numbers shall have low noise trailing edge blades: 5, 10, 15, 19, 22, 32, 39, 49, 60, 68, 73, 76, 91, 97, 107, 109, 126, 128, 129, 137. Company shall also install low noise trailing edge blades on the following additional turbine numbers: 3, 4, 6, 11 ,12 ,28, 66, 68, 69, 70, 71, 72, 89, 99, 135, 137.

(b) Within 180 days after the Project turbines begin operating, Company shall retain a qualified consultant, approved by the Zoning Administrator, to perform a post-operational noise monitoring study to confirm that the Project is operating in compliance with the PCB noise regulations. The noise study shall be performed using a methodology approved by the Zoning Administrator and such methodology shall include taking of noise measurements at the closest point of the receptor foundation to a wind turbine. Such noise study shall be submitted to the County Board upon completion. Upon a complaint regarding noise related to one or more wind turbines by a resident or landowner in the immediate area thereof, the County Board may investigate and take such action against the Company as may be warranted. Said action may include, but is not limited to, an action before the PCB. The County Board may retain, at the Company’s expense, such experts and other professional as may be necessary to conduct field tests, modeling or take such other measures as may be necessary to determine whether a violation of said noise regulations is occurring or has occurred. The Company shall fully cooperate with the County Board, promptly remedy any such violations and pay the expenses of the County Board related thereto.

20. **Above-ground transmission lines.** Electrical transmission and collection lines connecting the towers, substations, etc. shall be placed underground. The transmission line for the Project extending from the substation to the point of interconnection may be installed as an above-ground line pursuant to the plans and specifications set forth in the application for the Project. The above-ground transmission line shall be setback a minimum of 75 feet from private property lines. If Company desires to change the location of the above-ground transmission line, Company must apply to the County Board for a new or amended special use, and may only change the location of the above-ground transmission line if such application for special use is granted by the County Board.

21. **Water use.** In order to protect the water supply and the viability of wells, the County Board shall have the right to reasonably limit or otherwise regulate the use of water and the discharge of wastewater related to the manufacture, transportation and use of concrete in any manner related to this special use. The County Board shall have the right to conduct or have conducted such studies and tests as may be necessary or helpful in this regard at the Company's expense. The Company shall promptly correct any degradation to the water supply or any well negatively impacted including but not limited to the providing of temporary alternative suitable water and the drilling and connection of a suitable replacement well.

22. **Good neighbor plan.** Company shall make payments as required under its "Neighbor Agreement", "Property Value Guarantee Agreement" or similar program offered to non-participating property owners.

23. **Fire protection districts and Emergency Response.** Company shall cooperate with local fire protection districts and provide up to \$3,000 in necessary training and up to \$10,000 in equipment to prepare the districts to respond to fire and other emergencies concerning the Project. Company shall assist emergency response agencies in developing an emergency response plan for the Project. Company shall train their onsite personnel to assist emergency response agencies for any emergency incident that may occur on or in close vicinity to the turbines or other structures that are part of this Project. Company shall assist emergency response agencies in developing an emergency response plan for the Project, but it shall be the responsibility of Company to remove employees or other persons who become ill and/or injured in or on a turbine tower to the base of the tower to receive medical assistance by local emergency response agencies. Company may enter into agreements with local or other emergency response agencies to comply with this requirement. Company and its contractors shall share their emergency response plans and protocols, for both construction and operation of the Project, with local emergency response agencies. Company shall assist emergency response agencies in evaluating emergency response training needs and assisting with training of emergency response personnel in relation to this Project. The Company shall cooperate in emergency response drills relating to this Project, as part of coordinated training for WECS and emergency response personnel. The Zoning Administrator shall coordinate a bi-annual review of policies, procedures, drills, training and equipment needs between Company representatives and local emergency response agencies.

24. **Existing underground utility lines.** Company shall work with appropriate

pipeline and other underground utility companies and shall insure that the integrity of the pipelines and other underground utilities in the area of the Project are maintained during construction and operation of the Project.

25. **Aviation.** Prior to the issuance of any improvement location permits for the installation of turbines, Company must demonstrate that the turbine locations and lighting plan have been approved by the Federal Aviation Administration. If requested, the Company shall provide the Zoning Administrator with a copy of a written determination from the FAA that there is no hazard to air navigation. The Company shall also comply with all State airport hazard zoning regulations. Any lighting plan submitted to the FAA to comply with FAA lighting requirements shall provide for the use of red lighting during the operation of the Project. Prior to the installation of any wind turbines, Company shall provide a plan for temporary construction lighting to be placed on the top of turbines during construction, and such plan must be approved by the Zoning Administrator, which approval shall not be unreasonably withheld. If the FAA changes lighting requirements after the completion of construction, the Company shall modify its light plan to comply with the new FAA lighting regulations.

26. **Reimbursement for County Board Expenses.** If during the term of the special use and decommissioning period for the Project, the County Board retains outside engineers, consultants, contractors, attorneys or other parties, in order for the County Board to enforce, determine compliance or obtain compliance with applicable laws ordinances, regulations, and these conditions, Company shall promptly reimburse the County Board for all such expenses.



27. **Validity of Conditions.** By constructing and operating the Project pursuant to the special use granted by the County Board with these conditions, the Company shall be deemed to waive any and all claims concerning the lawfulness, authority or reasonableness of any of the conditions set forth herein.

28. **Defense against Claims.** In the event the Project, or any other matters relating to the Project, is the subject of a lawsuit or other legal action against the County Board or its officials, the Company shall reimburse the County Board for all reasonable legal fees and other expenses, including expert fees, incurred by the County Board in defending such legal action.

29. **Turbines on Adjacent Property.** The County Board may in the future approve wind turbines to be installed upon property adjacent to or nearby the wind turbines to be installed by the Company. By commencing construction and operation of the Project, the Company shall be deemed to waive any claims against the County Board relating to the approval of wind turbines for adjacent property for reasons which include but are not limited to wake loss or other claims relating to the production of energy by Company's turbines.

30. **Financial Assurance.** Prior to the Commencement of Construction, Company shall provide to the satisfaction of the County Board either: i) a surety bond to cover the cost of the construction of the Project; or ii) reasonable evidence of financing, as approved by the County Board, demonstrating the financial ability of the Company to complete construction of the Project.

31. **Aerial Application.** Company shall work with landowners and aerial applicators to address concerns with aerial application in wind farm areas. The goal is to create a set of best

management practices and protocols to guide wind farm development and improve health and safety of operations within the wind farm area.

32. **JULIE.** Company shall become a member of the Illinois State-Wide One-call Notice System (otherwise known as the Joint Utility Location Information for Excavators or (“J.U.L.I.E.”) and provide J.U.L.I.E. with all of the information necessary to update its records as soon as J.U.L.I.E. allows such membership and provide the Zoning Administrator with proof of membership.

33. **Economic Benefits Agreement.** Company shall enter into and fully execute the Economic Benefits Agreement approved by the County Board, and deliver a fully executed original copy of such agreement to the County Board, before the next regularly scheduled meeting of the County Board.

34. **Operation & Maintenance Building, Meteorological Tower(s), Underground Collector Lines and Temporary Concrete Batch Plant.** The County Board has not approved an operation & maintenance building or meteorological tower(s) for the Project. Company shall apply to the County Board for a special use for any operation & maintenance building or meteorological towers to be located in unincorporated Livingston County, and for any other Project component, including underground collector lines, to be installed upon parcels that were not included in Company’s special use application. The County Board has not approved a temporary concrete batch plant for the Project. If Company intends to utilize a temporary concrete batch plant in the vicinity of Prairie Central schools, Company must, to the satisfaction

of the County Board, consult with Prairie Central schools in order to minimize any traffic conflicts with school bus operations before utilizing such temporary concrete batch plant.

**EXHIBIT A**

STANDARD LANGUAGE FOR IRREVOCABLE LETTER OF CREDIT

DATE: \_\_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO.: \_\_\_\_\_

BENEFICIARY:

Livingston County

(Address)

APPLICANT:

(Party Requesting Letter of Credit)

(Address)

AMOUNT

USD \$ (Amount) \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

The undersigned, (Financial Institution), of (County/State), hereby issues to Livingston County, Illinois (the "County"), this irrevocable Letter of Credit in the initial amount of \$ \_\_\_\_\_, which amount is subject to reduction in accordance with the provisions hereof, and which amount, as in effect on the date hereof or as so reduced hereafter, is hereinafter referred to as the "Stated Amount". The undersigned represents and warrants that the undersigned has full power and authority to issue this Letter of Credit, and that all conditions precedent to the issuance of the Letter of Credit have been satisfied.

1. DRAWS. Credit may be drawn by the County by means of presentation to the undersigned of the County's sight draft substantially in the form of Attachment 1. Draws on said Letter of Credit

must also be accompanied by the certificate of the County substantially in the form of Attachment 2 certifying either: (1) that said Letter of Credit is about to expire and has not been renewed; or (2) that decommissioning work has not been completed in accordance with the plans, specifications, conditions and agreements (including any amendments thereof) for the following project (the "Project"):

(Project Description)

Draws in an amount less than the Stated Amount are permitted. There is no limit on the number of draws the County may take under this Letter of Credit.

2. EXPIRATION. This irrevocable Letter of Credit shall expire on (Date/Year); provided, however, the undersigned shall notify the County, by certified mail, return receipt requested, at least 60 days prior to said expiration date, that said Letter of Credit is about to expire. In no event shall this irrevocable Letter of Credit or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as shall be required to comply with this notice provision. Notice shall be made to Livingston County, [Address], Attention: County Board Chairperson.

The undersigned further agrees that this irrevocable Letter of Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications, conditions and agreements for the Project, with or without notice from the County of such amendments or modifications.

3. PAYMENT. (Financial Institution) hereby undertakes and engages that all demands made in conformity with this irrevocable Letter of Credit will be duly honored and payment shall be made in immediately available funds upon presentation. If, within 10 days of the date any demand (made in conformity with this irrevocable Letter of Credit) is presented, the undersigned fails to honor same, the undersigned agrees to pay all attorney's fees, Court costs and other expenses incurred by the County in enforcing the terms of this Letter of Credit.

4. RELEASE OF LETTER OF CREDIT. (Financial Institution) may release the Letter of Credit, or any amount thereof, only upon receipt of a certified copy of a resolution or

ordinance enacted by the Livingston County Board authorizing the release of the Letter of Credit or any amount thereof.

5. GOVERNING LAW. This Letter of Credit, and each provision hereof, shall be governed by and construed in accordance with the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce, Publication No. 500 (the "Uniform Customs"). This Letter of Credit shall be deemed a contract made under the laws of the State of Illinois and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with such laws. The undersigned agrees that venue for any actions brought with respect to this Letter of Credit shall be in the \_\_\_\_ Judicial Circuit, Livingston County, Illinois.

(Name of Financial Institution)

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTACHMENT 1- SIGHT DRAFT**

Dollar Amount: \$ \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_\_

At Sight of this Draft, pay to the order of Livingston County, Illinois, as beneficiary under the Irrevocable Letter of Credit referred to below, \$ \_\_\_\_\_ Dollars for value received.

Drawn under (Financial Institution) \_\_\_\_\_, Irrevocable Letter of Credit No. \_\_\_\_\_

To: (Bank) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Livingston County, Illinois  
  
By: \_\_\_\_\_  
County Board Chairperson

**ATTACHMENT 2- CERTIFICATE FOR DRAWING**

The undersigned as County Board Chairperson of Livingston County, Illinois (the "County"), with full authority to bind the County, as beneficiary (the "Beneficiary") under the Letter of Credit referred to below, hereby certifies, with reference to its Irrevocable Letter of Credit No. \_\_\_\_\_ issued by (Financial Institution) (the "Bank"), in favor of the Beneficiary (the "Letter of Credit"), that:

- (1) the Letter of Credit is about to expire and has not been renewed;

[or, in the alternative]

- (2) decommissioning work has not been completed in accordance with the plans, specifications, conditions and agreements (including any amendments thereof) for the following project:

(Project Description)

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LIVINGSTON COUNTY

By: \_\_\_\_\_

County Board Chairperson



JRG/LIVINGSTON CO/INVENERGY/CONDITIONS/SPECIAL USE CONDITIONS Pleasant Ridge (7-9-15) clean