

Subject: Re: Mr. and Mrs. Theodore Hartke, 2121 E. 2350 N. Road, Fithian, Illinois
Date: Friday, July 12, 2013 at 9:14:51 PM Central Daylight Time
From: Mike Blazer
To: James C. Thompson

Jim:

I wanted to follow up on one issue raised by your clients. I am advised that they have some objection resulting from my selection of Hankard Environmental to conduct the noise study. They have suggested that we retain Dr. Paul Schomer instead. I do not typically allow third parties to dictate who I retain to conduct expert analysis. In this situation, in order to alleviate whatever concerns your clients may have, and to allow us to proceed forward with the essential step of conducting the study, we are willing to proceed with a combined scenario. I have retained Dr. Schomer to work with Hankard on the study (they have done this before on another project). Hankard will still conduct the study and generate results, but Schomer will review both the methods utilized and the results.

Again, I hope this resolves any remaining impediments to obtaining access to your clients' and the Miles' property so we can finally proceed forward. There is approximately a two-week lead time in order to get the necessary equipment, so it is imperative that we have the access agreements as quickly as possible. Please advise.

Mike

Michael S. Blazer

Jeep & Blazer, L.L.C.

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From: "Michael S. Blazer" <mblazer@enviroatty.com>
Date: Tuesday, July 9, 2013 10:23 AM
To: "James C. Thompson" <jcthompson@sotlaw.net>
Subject: Re: Mr. and Mrs. Theodore Hartke, 2121 E. 2350 N. Road, Fithian, Illinois

Jim:

First, let's go with Jim and Mike. Beyond that, I was following up on the assumption that they had already reviewed the document so we could talk about it. Please do what you need to do and then get back to me.

Mike

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From: "James C. Thompson" <jcthompson@sotlaw.net>
Date: Tuesday, July 9, 2013 10:16 AM
To: "Michael S. Blazer" <mblazer@enviroatty.com>
Subject: Re: Mr. and Mrs. Theodore Hartke, 2121 E. 2350 N. Road, Fithian, Illinois

Mr. Blazer:

Thank you for your prompt response; I will note the correct name and contact information for future purposes. In addition, I will review and forward to the Hartkes your attached draft agreement and will provide a more detailed response in due course.

I was out of the office yesterday and see that, in addition to your email, there is a message at my office. Should you still need to speak with me, please call my office and we can discuss these matters further -- although I really need to have my clients review your agreement to form a better position for any such discussions....

Jim Thompson

From: [Mike Blazer](mailto:mblazer@enviroatty.com)
Sent: Monday, July 08, 2013 1:02 PM
To: [James C. Thompson](mailto:jcthompson@sotlaw.net)
Subject: Mr. and Mrs. Theodore Hartke, 2121 E. 2350 N. Road, Fithian, Illinois

Mr. Thompson:

This firm represents California Ridge Wind Energy, LLC. I am in receipt of your letter of July 5, directed to Joe Condo of Invenergy LLC. Please note first that my client is the owner and operator of the subject wind energy facility, not Invenergy. With that detail out of the way, we continue to hope that we can obtain your clients' cooperation in attempting to determine the nature, source and extent of any noises that are the subject of your clients' complaints. We have been attempting to obtain access to their property so that an acoustic engineer that we have retained can conduct the appropriate measurements. All recent communications with your clients have been conducted through the auspices of the Vermilion County State's Attorney's office. Unfortunately, we have not been able to obtain your clients' agreement for access to their property for the purpose of conducting the subject study. This is an essential step in the process of determining how to address your clients' complaints, and we can take no further action without the information.

With the foregoing in mind, I enclose the draft access agreement that was provided to your clients and their neighbors, Mr. and Mrs. Miles. We attempted to schedule a meeting with them last week to go over both the agreement and their issues, but both families were apparently unavailable. Given their unavailability, it was suggested that we proceed with the study and then meet once we have the results. We have not received a favorable response from your clients.

We continue to be willing to proceed forward with the study in an expeditious manner. I am available to discuss this with you further if you wish. Please advise.

Michael S. Blazer

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into this ____ day of June, 2013, by and between [Theodore and Jessica Hartke] [David and Jean Miles] (collectively "Licensor"), and California Ridge Wind Energy, LLC ("CRWE") ("Licensee").

RECITALS

Whereas, Licensor is the owner of that certain property commonly known as [2121 E. 2350 N. Rd, Fithian, IL 61844] [Miles property address], shown on attached Exhibit A and the improvements thereon (the "Site"); and

Whereas, Licensee has advised that it has need to enter upon the Site to conduct sound investigations, the data from which are needed by Licensee for it to determine the nature and extent, if any, of any exceedences of applicable Illinois Pollution Control Board noise regulations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Grant of License.** Licensor grants Licensee, and any consultants retained on its behalf, the right to enter upon the Site and to conduct such investigations as are described in Exhibit B.
 - 1.1.** It is a condition of this License that Licensee provide Licensor with not less than seventy-two hours written notice of the first date upon which Licensee, or any consultants retained on its behalf, will be on the Site. Licensee shall use its best efforts to minimize disturbances to the residents of the Site.
- 2. Licensor Reservation of Rights.** By this License, Licensor does not limit, postpone, release or waive any rights or claims it may have against Licensee, and Licensee does not acknowledge the factual or legal validity of any such purported rights or claims.
- 3. Conditions of Site.** Licensee accepts the Site in "as is" condition. Neither Licensor, nor its agents, attorneys, representatives or employees have made, nor do they make, any representations or warranties, express or implied, including, but not limited to, any warranty of the suitability of the Site for the purposes to which Licensee intends to use it nor of the geology, hydrology or environmental conditions on the Site. Licensee acknowledges that Licensor has no obligation to improve, remediate, maintain, repair, replace or restore any portion of, or condition on, the Site during the term of this License and Licensee agrees it will take no action to assert such an obligation by Licensor.
- 4. Site Restoration.** Not later than five calendar days after the expiration or termination of this License, Licensee shall remove all of its equipment, supplies, materials, waste, and fabrications from the Site and restore it to a condition comparable to that existing prior to the permitted investigation.
- 5. Term.** The term of this License shall commence on the date hereof and shall expire three (3) months after commencement. Licensor may terminate this Agreement for failure of Licensee or its agent to abide by its terms and conditions provided that neither expiration nor termination shall terminate ongoing obligations hereunder. Licensee may request additional one (1) month extensions of this Agreement, which request Licensor shall not unreasonably deny.

6. Insurance. Prior to its initial entry onto the Site and at all times during the term of this License, Licensee shall cause Licensor to be added as an additional insured under the policy or policies of insurance maintained by any consultants retained on Licensee's behalf.

7. Indemnity. Except in the negligent conduct of the Licensor or its agents, Licensee shall protect, defend, indemnify and hold Licensor, and its heirs, transferees and assigns harmless forever from and against all claims, suits, actions, causes of action, damages, expenses (including, without limitation, reasonable attorneys' and consultants' fees), fines, penalties, losses and liability whatsoever in any manner arising out of, connected with or incidental to (i) Licensee's use or occupancy of the Site as contemplated herein, or any activity, act or omission by Licensee (or anyone claiming by, through or under Licensee) in connection therewith, (ii) any injury to, or the death of any person or any damage to property or an interest in property, in any manner growing out of or connected with the use, condition or occupancy of the Site or any part thereof as contemplated herein; or, (iii) breach of any representation, term or condition of this License. In the event of negligent conduct of the Licensor or its agents, the indemnity obligation of Licensee and its agent herein shall be reduced to reflect comparative fault.

8. Compliance with Laws. Licensee agrees that it, and any consultants retained on its behalf, shall materially comply with all applicable local, state and federal laws while on the Site and in conducting the permitted investigation.

9. Assignment. This License shall be binding upon and inure to the benefit of Licensor and its respective successors and assigns. This License is personal to Licensee and Licensee may not assign this License to any other person, voluntarily or involuntarily, without the express written consent of Licensor.

10. Severability. If any covenant, agreement or condition of this License, or the application thereof to any person, firm or corporation or to any circumstances, shall to any extent be invalid or unenforceable, the remainder of this License, or the application of such covenant, agreement or conditions to persons, firms or corporations or to circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each covenant, agreement or condition of this License shall be valid and enforceable to the fullest extent permitted by law.

11. Applicable Law. This License shall be construed and enforced in accordance with the laws of the State of Illinois.

12. Joint Effort. The preparation of this License has been a joint effort of the parties hereto, with the advice of counsel, and the resulting documents shall not, as a matter of judicial construction, be construed more severely against one of the parties than the other.

13. Time. Time is of the essence of this License and all provisions herein relating thereto shall be strictly construed.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

ACKNOWLEDGED & AGREED

LICENSOR:

By: _____

Date: _____

Title: _____

Party

LICENSEE:

By: _____

Date: _____

Title: _____