

ROAD USE AND BUYOUT AGREEMENT

THIS ROAD USE AND BUYOUT AGREEMENT (the “Agreement”) is made and entered into as of August 10, 2026, by and between:

In Kankakee County, Illinois:  
ESSEX TOWNSHIP HIGHWAY COMMISSIONER;

(the “Road Authority”)

AND

ILLINOIS GENERATION, LLC, a Delaware limited liability company (“Developer”).  
The Road Authority and Developer may each be referred to herein as a “Party” and together, as the “Parties.”

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## BACKGROUND

- (1) Illinois Generation, LLC is a validly existing Delaware limited liability company authorized to do business within the State of Illinois.
- (2) Developer is in the process of developing a wind energy generating facility (the “Project”) in Kankakee County, Illinois and Livingston County, Illinois (collectively, the “Counties”), and either has received or is currently seeking Special Use Permits (or the equivalent siting approval as directed by applicable county ordinance) along with all other permits/approvals required for the Project in accordance with the Kankakee County Zoning Ordinance and the Livingston County Zoning Ordinance.
- (3) Developer proposes to construct a 616.5 MW facility comprised of up to 137 wind energy conversion systems (“Turbines”) in the Counties.
- (4) Developer intends to use roads under the jurisdiction of the Road Authority for construction of and routine maintenance for the Project, including, but not limited to, transporting components for Turbines which will be erected in the Counties.
- (5) By this Agreement, the Parties desire to address issues related to certain roads and roadway appurtenances (including, but not limited to bridges and box culverts) operated and maintained by the Road Authority which Developer desires to use for construction of the Project as further described in the Project Traffic Map (as defined herein) (individually, a “Local Road” and, collectively, the “Local Roads”). Developer and its respective agents, contractors, subcontractors, material suppliers, and employees (collectively “Developer’s Parties”) desire use of the Local Roads to, among other things, (a) transport heavy equipment and materials in vehicles which are likely to be in excess of the design limits of the Local Roads, in particular the weight, number, and size of the construction vehicles will exceed the design limits of the Local Roads; (b) transport certain locally sourced materials, such as concrete and aggregate; and (c) make certain roadway modifications and improvements which may include culverts, road widening, and road shoulder modifications, and other related fixtures that may be temporary or permanent in nature in order to construct and operate the Project.
- (6) The Counties are directed and authorized pursuant to the Counties Code, 55 ILCS 5/5- 101 et seq., and the Illinois Highway Code, 605 ILCS 5/5-101 et seq. (the “Highway Code”), to construct, administer, operate and maintain highways in the County, acting by and through their respective County Engineers (each, the “County Engineer”). The Townships have broad authority to regulate the use of their respective township roads pursuant to 605 ILCS 5/6-101, et seq.
- (7) This Agreement includes the following additional defined terms.
  - (A) **“Buyout Local Road”** or **“Buyout Local Roads”** means the Local Road(s) that are included in the Buyout Payment as provided in Section 2(A)(1) of this Agreement.
  - (B) **“Engineer”** means a civil engineer licensed in the State of Illinois who regularly practices and has experience in highway construction and design standards in rural central Illinois and is mutually acceptable to Developer and the Road Authority. The Parties agree that Farnsworth Group is a mutually acceptable engineering firm qualified as stated above for purposes of performing the engineering work detailed in this Agreement on behalf of Developer.

(C) **“IDOT”** means the Illinois Department of Transportation.

(D) **“Manual on Uniform Traffic Control Devices”** means the Manual on Uniform Traffic Control Devices (Illinois Supplement and any updates thereto) issued by IDOT.

(E) **“Non-Buyout Local Roads”** means the Local Road(s) that are not included in the Buyout Payment as provided in Section 2(A)(1) of this Agreement.

(F) **“Pre-Construction Preparatory Work”** means the work necessary to prepare the Non-Buyout Local Roads for Project Construction including, but not limited to, upgrades to existing roads surfaces and bases, installing road entrances to private property, installation of culverts, and increasing turning radii at intersections.

(G) **“Project Construction”** includes, but is not limited to, the delivery, off-loading, site preparation and installation of turbine driveways, completion of lay-down areas as needed, access roads, foundations, wind turbines (including towers, nacelles, and blades), electrical infrastructure, transformers, substations, transmission lines, fiber optic cables, meteorological equipment, communication equipment, operations and maintenance buildings, and other materials and appurtenances, to the extent such activities require the use of Road Authority Roads.

(H) **“Road Authority Roads”** means all roads located within the Road Authority’s jurisdiction, including both Local Roads (as defined herein) and roads which are not Local Roads.

(I) **“Road Permit”** means a permit, issued by the Road Authority, which is required in order to operate overweight and/or oversize vehicles on the Local Roads under the Road Authority’s jurisdiction.

(8) The Road Authority and Developer wish to set forth their understanding and agreement as to the road issues relating to the construction of the Project in this Agreement which the Parties intend to satisfy the requirements of Article VIII of Livingston County’s Zoning Ordinance as set forth in Chapter 56 of the County’s Code of Ordinances, Section 121-295 of Kankakee County’s Zoning Ordinance, and Section 12020(s) of the Counties Code, 55 ILCS 5/12020(s) which provides a road use agreement “shall not require the facility owner to pay costs, fees, or charges for road work that is not specifically and uniquely attributable to the construction of the commercial wind energy facility,” and requires the facility owner to be responsible for (a) the reasonable cost of improving roads used to construct the Project, (b) the reasonable cost of repairing roads used for Project construction, and (c) fees reasonably related to the cost of administration of the road use agreement.

(9) The Road Authority and Developer have reached agreement whereby Developer shall pay a sum of money to the Road Authority in exchange for the Road Authority agreeing to release Developer from the obligation to make certain road modifications and improvements with respect to the Buyout Local Roads as more fully set forth in this Agreement. Such work will be undertaken by the Road Authority after Developer has completed construction of the Project. Notwithstanding the Road Authority’s obligations to complete such work, during the course of constructing the Project Developer will maintain the Buyout Local Roads in a safe condition for the driving public.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein set forth, the Parties, intending to be legally bound, agree as follows herein.

**Section 1: Road Authority Approvals.** The Road Authority hereby agrees to permit:

- (A) Core sampling and non-destructive testing of the Local Roads by Developer and its agents in order to obtain the information needed to complete the Transportation Impact Analysis to be provided to the Road Authority;
- (B) Project site access road entrances to the Local Roads by issuance of access permits in the form set forth in (Exhibit F);
- (C) Underground collection system cable crossings under, and overhead transmission line crossings over, the Local Roads and the road rights-of-way by issuance of utility permits in the form set forth in (Exhibit E);
- (D) The widening of existing Local Road intersections within the public rights-of-way to accommodate Turbine components, main power transformers, and other equipment deliveries needed to construct the Project; and
- (E) The strengthening and improvement of the Non-Buyout Local Roads shall be as specified in the Roadway Improvement Plans for use during Project Construction. The Road Authority makes no representation or warranties as to the suitability of the existing road or subsurface of the Non-Buyout Local Roads for cement-based treatments or cement stabilization.

**Section 2: Developer Undertakings.** Developer hereby agrees to, and shall cause Developer's Parties to abide by, the terms and conditions set forth below. Although the following subparagraphs refer to Developer, the Parties agree that Developer is responsible for Developer's Parties abiding by the terms and conditions set forth in this Agreement and Developer shall be responsible for any breach by Developer's Parties of the terms and conditions set forth in this Agreement.

(A) Project Undertakings in General

(1) In consideration for Developer's use of the Buyout Local Roads during construction of the Project and the Road Authority's agreement to undertake all post-construction repairs and maintenance of the Buyout Local Roads except for the Emergency Road Work (defined hereinafter), Developer shall pay a fee to the Road Authority based upon the following table, which such payment shall be made prior to the commencement of any construction on the Project (the "Buyout Payment"):

| <u>Road</u> | <u>Miles</u> | <u>Rate</u>    | <u>Amount</u> |
|-------------|--------------|----------------|---------------|
| N 18000W Rd | 1.00         | \$840,000/mile | \$840,000.00  |
| W 2000N Rd  | 1.00         | \$840,000/mile | \$840,000.00  |
| W 6000N Rd  | 0.25         | \$840,000/mile | \$210,000.00  |
| W 3000N Rd* | 1.00         | \$500,000/mile | \$500,000.00  |
| N 15000W Rd | 1.00         | \$500,000/mile | \$500,000.00  |

\*Buyout usage shall extend only from the intersection of N 16000W Rd and W 3000N Rd westward to the existing bridge over Granary creek. No project traffic shall be permitted on or across the existing bridge.

(2) Developer represents and warrants that no Turbines will be constructed in areas of the Counties other than those areas for which the Counties have issued permits to Developer. Once this Agreement is executed, no changes may be made to the Project Traffic Map without the written consent of the parties to this Agreement, at which time Exhibit A will be amended to reflect the agreed changes.

(3) Developer represents and warrants that the Project plans shall be prepared by a qualified professional engineer and all plans affecting Local Roads shall be designed in accordance with IDOT design manuals, including but not limited to the current edition IDOT Bureau of Local Roads and Streets Manual, and the current version of the IDOT Standard Specifications for Road and Bridge Construction and the Supplemental Specifications and Recurring Special Provisions, unless otherwise accepted by the Road Authority.

(4) Developer shall hold harmless, indemnify, defend with counsel of its choice, pay costs of defense (including reasonable attorneys' fees), and pay any and all claims or judgments which may hereafter accrue against any Road Authority and/or (notwithstanding that such individuals are not specifically named herein) the Road Authority's elected and appointed officials, employees, contractors and consultants (the "Indemnified Parties"), with respect to any damage determined to be caused by increased runoff or change in drainage patterns caused by Developer's construction of the Project (including, but not limited to, the construction of access roads, laydown yards, and substations), to the extent any such claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities arise from the negligence, fraud, willful misconduct, or strict liability of Developer, its agents, directors, employees, vendors, or subcontractors, for a period not to exceed three (3) years following the date of the Notice of Acceptance as defined in Section 3(D)(2) of this Agreement. This provision shall apply only to causes of action brought by third parties and shall not be applicable to litigation between Developer and the Indemnified Parties. In the event of litigation between Developer and the Indemnified Parties, each party will be responsible for its respective fees, costs, and judgments; provided, however, that if any of the Indemnified Parties are the prevailing party(ies) in a final, non-appealable judgment against Developer, Developer shall reimburse all fees, costs and judgments incurred by such Indemnified Parties in conducting the litigation.

(5) This Agreement shall be included in Developer's contracts with its general contractor and the general's subcontractors; major steel, cable, aggregate, and concrete suppliers performing work on the Project; and the transportation haulers for the Turbines and the component parts for the Turbines, and shall require the contractor, supplier or subcontractor thereunder to comply with the applicable provisions of this Agreement.

(6) Developer shall use commercially reasonable efforts to obtain temporary right-of-way easements for Project Construction from private landowners that are not otherwise participating landowners in the Project and such temporary right-of-way easements, if any are needed, shall be recorded in the public records of Livingston County and/or Kankakee County. Developer shall use commercially reasonable efforts to obtain permanent easements from private landowners so that widened road corners, drainage structures, or other improvements necessary for the Project intended by Developer to be permanent in nature can remain fully in place. Such permanent easements shall be substantially in the form attached as Exhibit B and assigned to the Road Authority after receipt of the Notice of Acceptance. Such assignment must be accepted by such Road Authority and recorded with the Livingston County Recorder or Kankakee County Recorder, as applicable, at Developer's cost. If a private landowner will not accept commercially reasonable terms for a permanent easement, then Developer will cooperate with the Road Authority's efforts to convert temporary right-of-way easements negotiated by Developer to permanent easements, but in no event will Developer bear the cost of eminent domain proceedings to secure a permanent easement.

(B) Core Sampling and Surveying of Roads Under the Road Authority's Jurisdiction

Agreement:

- (1) Secure and provide contact information for a testing agency that is certified to perform material testing in accordance with Illinois Department of Transportation (“IDOT”) protocol and licensed in the State of Illinois.
- (2) Coordinate testing and sampling with the Road Authority to allow the Road Authority or its representatives to be on site during the sampling procedure to assist in the determination of the locations of the samples taken to provide a comprehensive and accurate representation of the conditions of the mile being considered.
- (3) For the protection of the motoring public and Developer’s agents, when core sampling or survey activities take place on the Road Authority Roads, Developer or Developer’s agents shall comply with the current applicable IDOT Highway Standards (i.e. 701301, BLR 18-6, etc.). The permission granted by this Agreement for core sampling and survey activities may be revoked by the Road Authority if Developer or its agents fail to comply with these safety requirements.
- (4) Developer agrees to immediately repair holes created by the core sampling or survey activities by filling such holes in lifts no greater than 12” with CA-6 aggregate, compacted, and finishing with a twelve inch (12”) cold patch, compacted in two equal lifts of six inches (6”). Compaction shall be done using a pneumatic backfill tamper with a head small enough to fit inside the hole.
- (5) If a hole created by core sampling or survey activity is undertaken on a Road Authority Road which is not used for construction of the Project, then Developer will promptly return to such previously sampled or surveyed sites and finish the previously filled hole as follows:
  - (A) The existing hole shall be compacted again using a pneumatic backfill tamper; if the hole compacts more than 3” below the pavement then additional cold patch shall be added to the hole and compacted flush with the existing pavement.
  - (B) Once the hole is flush or less than 3” below the existing pavement then it shall be spray patched with a mixture of emulsified asphalt and aggregate. The spray patch mixing and application machine shall be a continuous flow unit capable of accurately delivering a predetermined proportion of aggregate and asphalt emulsion and to discharge the thoroughly mixed product on a continuous basis.
  - (C) The spray patching shall be compacted using a smooth drum self-propelled roadway roller to eliminate any bump created by the spray patching operation.
- (6) If Developer fails to make repairs as required by this Agreement, the Road Authority may repair damage to any such Road Authority Roads within its jurisdiction caused by Developer’s activities and bill Developer for the cost thereof if Developer fails to complete such repair within three (3) calendar days after receipt of a written notice served on Developer from the Road Authority directing that repairs must be made. Primary responsibility for repairs related to core sampling and survey activities shall remain with Developer.
- (7) For Road Authority Roads that do not become Local Roads that are utilized within the Project, the Developer will provide a warranty on repairs performed due to coring operations for a period of 1 year after completion of the Project Construction; provided, however, that there shall be no warranty remaining for any repairs needed as a result of coring operations which occurred prior to the execution of this Agreement pursuant to a separate agreement between the Parties.
- (8) Developer shall furnish the Road Authority with evidence of liability insurance in the amount of

at least One Million Dollars (\$1,000,000.00) (United States currency) covering its core sampling and survey activities on the Road Authority Roads.

(9) All coring and sample testing shall be done in accordance with Article 352.05 of IDOT's Standard Specifications for Road and Bridge Construction. No samples shall be taken in areas immediately over or within ten (10) feet of crossroad culverts, previous repairs or field tile crossings known by the Developer, nor within ten (10) feet of a driveway or entrance unless agreed by Road Authority. All samples shall be taken in the best effort to secure a representative sample of the mile in which the sample is being obtained.

(10) A minimum of two samples per mile shall be taken in effort to achieve a representative testing result to be used in the mix design and account for varying field conditions.

(11) Once samples are tested the results shall be submitted concurrently to Road Authority and the Developer for review.

(C) Matters to be Completed Before Project Construction Begins

(1) Developer has provided to the Road Authority a transportation impact analysis prepared by an Engineer which includes the following information (the "Transportation Impact Analysis" or "TIA") to be used in the plan development phase (the final scope of work will be reflected in the Roadway Improvement Plans, as defined in subparagraph (2)):

(a) A list identifying the road bridges and box culverts to be traversed during construction of the Project. Identified bridges and box culverts, as set forth on Exhibit C, shall be inspected in accordance with the National Bridge Inspection Standards and a load rating of all load carrying components of any such bridge or box culvert shall be completed by an Engineer. A copy of this inspection report shall be included with the Transportation Impact Analysis. The inspection report shall set forth recommendations as to actions, if any, to be taken in advance of Project Construction to assure that the bridges and box culverts can withstand the volume and weight of Project Construction vehicles. If the inspection report concludes that a bridge or box culvert is structurally insufficient to handle the projected loads, it shall not be used by Developer.

This information will be used in the process of the plan development to determine scope of work within the roadway improvements for the Project use. All road bridges, box culverts and drainage structures will be replaced, except those identified in Exhibit C to remain or as otherwise agreed in writing by the Road Authority for structures not addressed in Exhibit C.

(b) An abbreviated Drainage Report in compliance with Illinois Drainage Manual to include an evaluation of crossroad culverts and structures to determine proposed sizing and scope of work.

(c) A map indicating the locations of Turbines, the substations, the construction laydown yard(s), and batch plant(s).

(i) Information obtained from the core samples (if any) obtained by Developer of the Road Authority Roads.

(ii) Information about the weights and sizes of the Turbines, substation, and transmission line components.

(iii) A schedule setting forth the expected number of loads, per axle weight of each load, and type of equipment that will be used to transport each load and the inter-Project equipment movements.

(iv) To the extent reasonably accessible, photographs of the interior of all bridges, box culverts, and the road surface above each bridge, box-culvert, and culvert on roads designated for use by construction and delivery vehicles designated to remain in place; and other information concerning construction vehicles, equipment, and activities relevant to Developer's use of the Local Roads.

(v) A map prepared by a civil engineer licensed in the State of Illinois, which will, at a minimum, designate the location of the Turbines (identified by a number), the access road locations (entrances) for the Turbines, the mile segments of Local Roads receiving cement stabilization, the construction laydown yard(s), the jurisdictional boundaries of the Road Authority affected by the Project, the haul route(s) for Project Construction vehicles and the ingress and egress routes to and from the footprint of the Project for all material deliveries, including components parts for the Turbines and substation, as well as the concrete and aggregate haul routes (the "**Project Traffic Map**"). The Project Traffic Map shall provide the ingress and egress for each of the Project facilities for Project Construction vehicles and such access shall be limited to the routes shown on the Project Traffic Map.

(2) At least sixty (60) days prior to the proposed start of any construction on the Project requiring the use of Local Roads, Developer shall provide to the Road Authority: (i) the final scope of work for pre-construction improvements to be made to the Non-Buyout Local Roads to provide structural capacity for the duration of Project Construction and subsequent operation, and (ii) the plans for the improvements to be made to the Buyout Local Roads by the Road Authority in exchange for the Buyout Payment (collectively, the "Roadway Improvement Plans"). The Parties agree the Non-Buyout Local Roads designated for use as haul routes and delivery routes are not designed to withstand Project Construction activities, and therefore require improvements and modifications as shown in the Roadway Improvement Plans prior to the use of such Non-Buyout Local Roads for Project Construction. The Roadway Improvement Plans should provide the following information:

(a) "General Notes" governing the construction plans;

(b) Schedules for material testing in accordance with IDOT's Standard Specifications, Supplemental Specifications & Recurring Special Provisions, Project Procedures Guide and Manual of Test Procedures for Materials in effect as of the effective date of this Agreement (together, "**IDOT PPG**"), or as otherwise approved by the Road Authority; a note that all materials shall be IDOT approved and material tickets shall be supplied upon delivery and placement.

(c) Intersection details showing draining patterns and related information at temporary widenings;

(d) Traffic control details for all intersections with State Highways and all other high traffic intersections;

(e) Details for culverts to provide:

(i) culvert installation shall be completed before the cement stabilization process on any Non-Buyout Local Roads (culverts repaired or replaced after cement stabilization shall be backfilled with Control Low Strength Material (CLSM)). For all cross-road culverts requiring replacement on Non-Buyout Local Roads, the Developer shall exercise reasonable due diligence to determine if there is existing drainage tile below or adjacent to the existing culverts. If drainage tile is discovered, the Developer shall promptly notify the relevant Road Authority and, unless otherwise determined by the Road Authority, it shall be replaced with SDR 26 PVC (gasket jointed from ROW to ROW) and shall be no less in diameter than the existing drainage tile. The area shall be backfilled and the replacement culvert installed according to approved plans and specifications, however no backfilling shall take place until the relevant Road Authority or its representative has approved the repair. The Road Authority and/or its representative, must be present during the backfilling operations and will make every effort to be onsite for repairs once notified. All road bridges, box culverts and drainage structures on Non-Buyout Local Roads will be replaced, except those identified in Exhibit C to remain. Notwithstanding the foregoing, in the event that any terms or provisions of this Agreement and Developer's Agricultural Impact Mitigation Agreement entered into with the Illinois Department of Agriculture (the "AIMA") are in conflict, the terms and provisions of the more restrictive provision shall control.

(ii) replacement culverts to be designed so that positive drainage is established and the culvert bottom shall not be below final flowline grades; for Non-Buyout Local Roads, all ditchwork to facilitate proper drainage and final cross-section will be completed prior to Construction traffic. In areas that the culvert replacement shall cause an increase in roadway profile to achieve this, additional aggregate added to achieve clearance and proper depth of stabilization, the length of taper shall be added to the roadway plans;

(iii) culvert end sections are not required for replacement culverts unless specifically requested locations on a case-by-case basis by the relevant Road Authority;

(iv) if a culvert has a headwall or drop box, then replacement will include a headwall or drop box and providing this requirement may be waived during design or construction on a case-by-case basis by the Road Authority;

(f) Typical roadway cross sections identified in Exhibit O attached hereto and which shall consist of a 20' cement stabilized base 12" in depth with a 4" aggregate cap and a 2' compacted shoulder wedge to a final traveled width of 18', which will receive a A-3 surface course.

(g) Plan or Profile sheets for all public road improvements showing drainage patterns, culvert locations, bridge locations, proposed right-of-way locations, culvert strengthening details, applicable IDOT standards, *et cet.*;

(h) Cross sections at all cross-road culverts;

(i) Subject to the terms of Section 2(C)(1) of this Agreement and Exhibit C, road work shall extend to the next logical termini, that is, intersection to intersection. Consistent road widths and pavement types on road segments shall be utilized.

(j) The plans shall include a cement base treatment for all Non-Buyout Local Roads that will carry Construction traffic. The existing roadway will be widened from the existing width to the 20' required base. This widening will consist of coring on either side of the roadway equal distance and the material removed and replaced with CA6. The 20' base will then be stabilized to a depth of 12" according to the mix design as shown per mile on the plans. A 4" aggregate cap will then be placed on the stabilized mat, and dust control measures added. The shoulders should then be constructed prior to Construction traffic to help ensure the integrity of the aggregate cap throughout the construction process. Plan notes shall be added to direct the Contractor as such.

(k) Aggregate cap thickness for Non-Buyout Local Road segments receiving cement stabilization treatment are required based on structural capacity to handle the proposed Project Construction traffic therefore will be required to be maintained throughout the construction process.

(l) Miscellaneous details as appropriate or reasonably requested, including but not limited to all required IDOT special provisions and a note listing permits required to facilitate roadway construction operations. It should be noted in the plan set that no material storage will be allowed within the ROW limits without the prior authorization of the relevant Road Authority, which authorization is not to be unreasonably withheld, conditioned or delayed.

The Road Authority shall promptly determine, in its reasonable discretion, whether the Roadway Improvement Plans are acceptable within forty-five (45) days of receipt, as further provided in Section 2(C)(4).

(3) At least sixty (60) days before the proposed start of any construction on the Project requiring the use of Non-Buyout Local Roads, Developer shall provide to the Road Authority the projected cost of the Pre-Construction Preparatory Work and the estimated repair costs for the Non-Buyout Local Roads following Project Construction (the "Projected Scope of Repairs").

(4) Before any construction on the Project requiring the use of Local Roads may proceed, the Road Authority must accept the Transportation Impact Analysis, the Roadway Improvement Plans, as well as the Projected Scope of Repairs ("Pre-Construction Documents"), in the Road Authority's reasonable discretion. The Road Authority shall accept or reject each of the Pre-Construction Documents within forty five (45) calendar days after receiving them; provided, however, the Road Authority may provide notice to Developer of any material issues or anticipated conditions to acceptance of the Pre-Construction Documents within thirty (30) days after receiving them. The Road Authority may not unreasonably withhold or delay granting acceptance. In the event the Road Authority rejects any of the Pre-Construction Documents, it shall provide to Developer a list of conditions to be satisfied in order to gain the Road Authority's acceptance of the Pre-Construction Document at issue and any other details explaining the rejection. In connection with review and acceptance of the Pre-Construction Documents, the Road Authority may retain an Engineer and Developer shall reimburse the Road Authority for all reasonable engineering fees incurred in connection with the review of the Pre-Construction Documents. Payment shall be made within thirty (30) days of receipt of such engineering bills by Developer, which may be sent by the Engineer directly to Developer or included in a request for reimbursement from the Road Authority. Any previous submittals will be considered as preliminary and resubmittal for review shall begin upon execution of this Agreement.

(5) After written acceptance of the Final Pre-Construction Documents, the road improvements to Non-Buyout Local Roads shall be completed by Developer in conformance with the Roadway Improvement Plans to the reasonable satisfaction by written consent of the Road Authority before the

Road Authority will permit the Non-Buyout Local Roads within its jurisdiction to be used for Project Construction traffic. Except as limited or as otherwise provided in this Agreement, upon payment of the Buyout Payment in full to the Road Authority, the Road Authority will permit the Buyout Local Roads within its jurisdiction to be used for Project Construction traffic.

(a) Developer shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control (the “Plan of Day” or “**POD**” report) which shall set forth, among other things, road closures and roadway activity. The POD shall be substantially in the form of Exhibit D. The POD shall be posted on a publicly available website by 2:00 p.m. the preceding day and distributed by e-mail or facsimile to the Road Authority and its designee(s), local school districts, local postmasters, Livingston County Highway Department, Livingston County Emergency Services and Disaster Agency, Kankakee County Highway Department and Kankakee County Emergency Management Agency, local law enforcement agencies, and fire protection and ambulance service providers (the “**POD Recipients**”). The contact list of relevant email addresses shall be provided by the Road Authority to Developer prior to the start of construction.

(b) Developer agrees that weekly meetings with the Road Authority and/or its representatives and road contractors will be scheduled to coordinate the Project Construction work, including the Pre-Construction Preparatory Work on the Non-Buyout Local Roads, and address issues related to such work. The Developer shall have personnel onsite that are able to coordinate with Road Authority to provide for a prompt resolution to safety and maintenance concerns with the Contractor.

(c) The Parties acknowledge there may be times when Developer’s operations for improvements to the public roadways require use of Road Authority Roads not designated as Local Roads (“**Non-Wind Farm Road(s)**”) at intersections in order to orient trucks and/or equipment; such road use is permitted, *provided* such road use will not extend beyond one hundred feet (100’) from the edge of pavement onto the Non-Wind Farm Roads. Developer will improve the one hundred feet (100’) of a Non-Wind Farm Road as described below or as directed by the Road Authority.

(i) Where a haul road continues through an intersection or turns at an intersection, the entire intersection shall be improved, similarly to the haul roads, for a minimum of 100’ in the directions not being used as a haul road, unless otherwise agreed by the Parties.

(ii) Where a haul road does not continue through the intersection or turn (dead ends) then the haul road improvements may stop at the intersection radius and is not required to improve the intersection, unless it is intended to be used as a place to turn around as mentioned above.

(d) Developer may complete the Pre-Construction Preparatory Work on the Non-Buyout Local Roads in distinct phases (each, a “**Pre-Construction Preparatory Work Phase**”), each representing either (i) approximately twenty-five percent (25%) of the total Pre-Construction Preparatory Work to the nearest mile or (ii) completion of all Pre-Construction Preparatory Work within the Road Authority’s jurisdiction, as agreed to by the Parties. Upon completion of each Pre-Construction Preparatory Work Phase, Developer shall submit a notice of completion for the Pre-Construction Preparatory Work Phase that has been completed, including the dust control

surface treatment as provided for below) (each a “**Notice of Pre-Construction Completion**”) together with an application for a master overweight/oversize permit, in the form of Exhibit H, for that portion of the Non-Buyout Local Roads for which a completion notice has been given. Within five (5) business days of receipt of the Notice of Pre-Construction Completion and overweight/oversize permit application for a specified Pre-Construction Preparatory Work Phase, the Road Authority shall either approve such Notice of Pre-Construction Completion and issue a notice to proceed substantially in the form of Exhibit N attached hereto (a “**Notice to Proceed**”) or reject the Notice of Pre-Construction Completion. If the Road Authority rejects a Notice of Pre-Construction Completion, the Road Authority shall state with particularity the reasons for such rejection and the action required to make the Notice of Pre-Construction Completion and/or underlying Pre-Construction Preparatory Work conform to the reasonable standards of the Road Authority. If the Road Authority approves a Notice of Pre-Construction Completion, the Road Authority will issue to Developer a Notice to Proceed providing permission to proceed with construction of any portion of the Project utilizing the roads approved in the Notice to Proceed, as well as a master overweight/oversize permit covering such roads. Unless Developer provides additional financial security in accordance with the Section 6 of this Agreement, Developer may not commence the next Pre-Construction Preparatory Work Phase until it has received a Notice to Proceed in connection with the previous Pre-Construction Preparatory Work Phase.

For Project Construction traffic on Buyout Local Roads, Developer shall submit an application for a master overweight/oversize permit, in the form of Exhibit H, for each segment of the roads to be used for Project Construction. Within five (5) business days of receipt of the master overweight/oversize permit application the Road Authority shall either approve such master overweight/oversize permit and issue a Notice to Proceed or reject the master overweight/oversize permit. If the Road Authority rejects a master overweight/oversize permit, the Road Authority shall state with particularity the reasons for such rejection and the action required to make the master overweight/oversize permit conform to the reasonable standards of the Road Authority. If the Road Authority approves a master overweight/oversize permit, the Road Authority will issue to Developer a Notice to Proceed providing permission to proceed with construction of any portion of the Project utilizing the Buyout Local Roads approved in the master overweight/oversize permit covering such roads.

(e) Before pre-construction improvements are made to the Non-Buyout Local Roads, a minimal number of loads which shall not be overweight may occur in accordance with this Agreement. Hauling for cement stabilization operations may occur only on the road being stabilized. After the compressive strength test results and density requirements per the Roadway Improvement Plans for cement stabilized roads are confirmed [see subsection (h) of this Section 2(C)(5)], only aggregate capping operations will be allowed for the subject road. Once aggregate capping has been completed, Developer may submit a notice of completion in accordance with subsection (d) above.

(f) For Non-Buyout Local Roads receiving cement stabilization treatment, such work shall be completed in accordance with Section 352 of the IDOT Standard Specifications. The acceptable design requirement shall have a 7-day compressive strength between 300 and 600 psi. The minimum 7-day strength requirement of 300 psi and mix design on each mile shall be shown on the design plans. Test results according to IDOT Standard Specifications shall be provided to the Road Authority for acceptance before opening to traffic. Project Construction traffic will not be allowed on the stabilized section of roadway prior to opening to traffic under Article 352.15 of the IDOT Standard Specifications without a Notice to Proceed issued by the Road Authority.

(g) For Non-Buyout Local Roads receiving cement stabilization treatment, during installation of the stabilization treatment, the Developer, by its Engineer or other designated agent, shall take unconfined compressive strength samples approximately every 1,000' as a quality control method. The Road Authority, by its engineering consultant or other designated testing agent will perform quality assurance testing at 20% of the sample locations for acceptance.

(h) Before aggregate capping is applied to Non-Buyout Local Roads receiving cement-based stabilization treatments, compressive strength test results and density requirements per the Roadway Improvement Plans must be confirmed.

(i) The dust control surface treatment placed for purpose of dust control shall be completed immediately following the installation of the 4" aggregate capping of the cement stabilized base or as otherwise agreed to by the Parties. This work shall be completed as per Local Roads and Streets Special Provision known as Local Road Specification ("LRS") 9 of the IDOT Supplemental Specifications with the following application rates.

The surface treatment for dust control shall consist of:

(i) bituminous material MC-30 applied at a rate of 0.30 gallons per square yard, or at a rate directed by the Road Authority;

(ii) bituminous material PG 46-28 applied at a rate of 0.35 gallons per square yard for the first Cover Coat of CA 14 (5/8") chips applied at a rate of 24 pounds per square yard. Only crushed limestone chips will be accepted; and

Should Developer choose to apply a second surface treatment on the heavier haul routes, the second surface treatment for dust control shall consist of:

(iii) bituminous material PG 46-28 applied at a rate of 0.38 gallons per square yard for the second Cover Coat of CA 14 (5/8") chips applied at a rate of 25 pounds per square yard. Only crushed limestone chips will be accepted.

(iv) The Roadway Improvement Plans shall note the Fourth paragraph of LRS 9, titled "Cover Coat," is modified so that when the aggregate is dry as specified, the entire surface shall be rolled immediately with a Tandem Steel Wheel Roller meeting the requirements of TF in Table 1 of Article 406.07. Rolling shall proceed in a longitudinal direction beginning at the edge and progressing toward the center, overlapping on successive trips by at least ½ the width of the roller. The roller shall be operated at a speed which will not cause the aggregate to be displaced. The aggregate shall then be rolled with a separate pneumatic-tire roller until the aggregate is properly seated in the bituminous material.

(6) At least twenty-one (21) days prior to the start of a proposed utility installation, Developer shall physically mark the proposed locations of the underground collection system cable crossings. Within five (5) business days of notification that all crossings are marked, the Road Authority shall review and comment on the proposed crossing locations. Upon request, the time for the Road Authority to review and comment on proposed crossing locations may be extended for an additional five (5) days. The Parties anticipate that cable installations will not be within one hundred fifty feet (150') of any bridges or box culverts (measured from the center of the stream or ditch and within the right-of-way) and any parallel installations shall be no closer than twenty feet (20') from the edge of public right-of-way, unless otherwise agreed to by the Developer and the Road Authority. Any proposed cable installations

within 150 feet of any bridges or box culvert shall be subject to review and approval by the Road Authority. Prior to installing any cables that cross a road controlled and maintained by the Road Authority, Developer shall apply for and receive a Utility Permit from the Road Authority, who agrees to approve or reject the issuance of such permit within fifteen (15) calendar days and further agrees not to unreasonably withhold or delay the issuance of such permit. If the Road Authority rejects a Utility Permit application, the Road Authority shall detail within five (5) business days the reasons for such rejection and the action required to make the Utility Permit application conform to the reasonable standards of the Road Authority. If the number of submitted Utility Permit applications is such that the Road Authority cannot complete its review within five (5) business days, then the Road Authority shall advise Developer accordingly and have an additional five (5) business days to complete its review. The Utility Installation Permit form is attached hereto as Exhibit E.

(7) Developer shall physically mark the locations of the Turbine access road entrances. The Road Authority shall then have fifteen (15) business days to view and request any modifications to such entrances, weather and road and ditch conditions permitting. The proposed access road entrance locations (“Access Entrance”) shall comply with the applicable County Highway Access Regulation Ordinance and:

- (a) provide for the most favorable vision, grade, and alignment conditions for motorists using the proposed driveway and the Local Road;
- (b) not unduly interfere with the free and safe movement of traffic on the Local Road;
- (c) provide maximum safety and convenience for other users of the Local Road rights-of-way; and
- (d) not cause a materially adverse effect on existing drainage patterns or cause water to flow across the Local Road or pond on the shoulders or in the ditch, or otherwise result in erosion of the Local Road or road right-of-way.

These marked locations shall then be subject to review and comment by the Road Authority. The Road Authority agrees to approve or reject such Access Entrance permit applications for all access road entrances within five (5) business days after submission. Developer shall not start construction on an access road until the application is approved by the Road Authority and a permit is issued. In the case of a permit rejection, the Road Authority shall state with particularity the reasons for such rejection and the action required to make the application conform to the reasonable standards of the Road Authority. If the location of any of the Access Entrances changes, Developer shall promptly submit a new Access Entrance permit application to the Road Authority. The Road Authority agrees to approve or reject such new Access Entrance permit applications within five (5) business days and further agrees not to unreasonably withhold or delay the issuance of any such permit. If the number of submitted Access Entrance permit applications is such that the Road Authority cannot complete its review within five (5) business days, then the Road Authority shall advise Developer accordingly and have an additional five (5) business days to complete its review. The Access Entrance Permit Application form is attached hereto as Exhibit F.

(8) At least twenty (20) days prior to the start of construction on the Project, Developer shall become a member of Joint Utility Locating Information for Excavation (“JULIE”). In accordance with the Illinois Underground Utility Facilities Damage Prevention Act and the regulations promulgated thereunder, Developer shall provide JULIE with the necessary information to update their records and memorialize where the underground cables are located under the Local Roads and Local Road rights-of-

way. Developer shall, upon request, provide proof of its membership in JULIE to the Road Authority. Developer shall take all precautions reasonably necessary to preserve and protect all properties of public utility companies, such as lines, conduits, gas or water pipes, sewers, and tile lines which run over, through, or under any part of the Local Roads and rights-of way used by Developer. It shall be Developer's responsibility to contact the various public utility companies and locate their properties before any construction shall start and Developer shall assume full responsibility for reimbursing owners for any damage or injury to such properties which may be caused by Developer's activities and operations. JULIE dig numbers are to be provided to the Road Authority prior to the start of construction.

(9) At least thirty (30) calendar days prior to the start of Project Construction requiring the use of any Local Roads, Developer shall identify all heavy lift crawler crane road crossings at locations to be coordinated with and approved by the Road Authority. During the actual Project Construction, previously identified crane crossing locations may be modified, subject to coordination with the Road Authority. Upon request of the Contractor, crane crossing details that deviate from the detail as shown in the Pre-Construction Documents are to be submitted to the Road Authority for approval. Unless approved by the Road Authority, there will be no crane crossings on Road Authority roads which are not Local Roads.

(10) At least thirty (30) calendar days prior to the start of construction on the Project requiring the use of any Local Roads, Developer shall deliver written confirmation to the Road Authority that Developer has communicated with the school bus operator(s) and the relevant school officials to ensure that Local Roads used by school buses are not closed during times students are transported to and from school or that acceptable alternative routes are put in place and to further ensure that suitable arrangements are put into place for the safe and timely transport of the local children to and from school via the normal services for such transport.

(11) At least fifteen (15) calendar days prior to the start of construction on the Project requiring the use of any Local Roads, a pre-construction meeting shall be held at a date, time, and place designated by the Road Authority with such Road Authority representatives and professional advisors and consultants in attendance as the Road Authority deems necessary. Developer and a representative from its general contractor and any major component suppliers, major transportation providers, and other subcontractors and suppliers the Parties may agree upon will be in attendance. The meeting shall be for the purpose of reviewing the Project Traffic Map of the routes to be used by construction and delivery vehicles and material suppliers, the terms and conditions of this Agreement, identifying the water source for Project Construction, identifying a Developer Public contact person, a 24-hour traffic control contact person with the Contractor available to address any safety concerns and reviewing special considerations necessary in the areas where work will occur. The Developer will not commence construction requiring the use of Local Roads until the Road Authority acknowledges compliance, in writing, with the requirements of this Section by Developer.

(12) At least fifteen (15) calendar days prior to use of the Local Roads by such contractor or subcontractor, as applicable, Developer shall provide a sworn statement substantially in the form of Exhibit G ("Sworn Statement") from those general contractors and major steel, cable, aggregate, and concrete suppliers, geopier installer, Turbine delivery suppliers, and other overweight or oversized material haulers the Parties may agree upon stating that such contractor, subcontractor, or supplier has received and read a copy of this Agreement, including exhibits, and agrees to abide by those terms and conditions applicable to such contractor, subcontractor, or supplier.

(D) Ongoing Obligations

(1) Permanent markers/stakes meeting the requirements of State and Federal regulations and good utility practice shall be installed at the edge of the road rights-of-way to identify where the collection system cables cross the Local Roads. Roadway centerline and culvert staking shall be performed by a surveyor licensed in the State of Illinois.

(2) Horizontal/directional boring shall be used where the collection system cables cross under the Local Roads such that the road surface shall not be cut, and such cables shall be installed in Schedule 80 PVC (or like material as approved by the Road Authority) in Local Road rights-of-way locations in accordance with good utility practice. Boring shall begin and end at least ten feet (10') outside the Local Road right-of-way or apparent right-of-way if no formal dedication. All boring in drainage and road side ditches shall be at least four feet (4') below the lowest part of the drainage ditch.

(3) Developer shall ensure that utility interruptions, if required for heavy lift crawler crane crossings, are coordinated with and approved by the local utility(ies) and shall make reasonable efforts to advise property owners likely to be affected by utility interruptions. Developer shall advise the POD Recipients of such crane crossings at least 24 hours in advance.

(4) Except as expressly provided for elsewhere in this Agreement, the size and type of any culverts installed or replaced as a result of construction of the Project or repair to the Non-Buyout Local Roads shall be included in the Roadway Improvement Plans or otherwise mutually determined by the Road Authority and Developer prior to the time such culvert is installed or replaced. Culverts found during Project Construction not shown on the Roadway Improvement Plans shall be replaced and shall be backfilled with Control Low Strength Material (CLSM) if the replacement occurs after the cement stabilization process. The Parties agree that any culverts installed at Access Entrances shall be 40' feet in length unless otherwise agreed to by the Developer, the landowner, and the Road Authority. Any landowner request for an Access Entrance culvert longer than 40' in length must be made at least twenty (20) days before the start of construction and in such cases, the landowner shall pay the difference in cost between installation of a forty-foot (40') culvert and the cost of the culvert length requested. The Parties further agree that any culverts shall be no less than twenty-four inches (24") (provided space allows) for crossroad culverts and fifteen inches (15") for Access Entrance culverts, not less than 12 gauge and shall be new, annularly riveted, corrugated, pre-coated, metal culvert pipes, or such other material as the Parties mutually agree. No spiral culverts shall be used.

(5) Any existing access entrances located off of a haul road being improved by Developer shall be updated to match the roadway grade of the haul road. The material used to upgrade the existing access entrance shall match the proposed entrance material, unless otherwise approved by the Road Authority, and shall be placed from edge of road to right-of-way line to allow for a smooth transition.

(6) If Local Road corners are widened for truck navigation for Project Construction, such modifications shall be designed by an Engineer and shall satisfy the applicable sections of the current Bureau of Local Roads and Streets Manual (and any updates thereto) issued by IDOT ("IDOT Standards"). If the widened corners are removed, Developer shall repair all damage and ensure proper drainage in accordance with IDOT Standards; provided, however, the Parties agree that widened corners may be left in place at the Road Authority's request if the Road Authority obtains permanent easements in accordance with Section 2(A)(4).

(7) For intersections which are altered by utilizing privately-owned real estate to obtain adequate turning radii for oversized vehicles, Developer shall ensure adequate drainage at such intersections by installing necessary culverts, shall barricade the temporarily widened turn lanes when not in use so that they are not

accessible to the motoring public, and shall provide the proper traffic control to close the turning radius as necessary to ensure the safety of the motoring public.

(8) Developer shall provide, upon request, the Road Authority with a copy of each overweight and oversize permit issued by IDOT to Developer or Developer's Parties. The Road Authority will issue to Developer a master overweight/oversize vehicle permit in accordance with Section 2(D)(38). The permit will be substantially in the form of Exhibit H attached hereto.

(9) Before the Pre-Construction Preparatory Work or Project Construction begins, Developer shall execute and deliver to the Road Authority ten (10) original authorizations for the release of information in the form of Exhibit M hereto so the Road Authority may obtain from suppliers copies of delivery tickets bound for or delivered to the Project site so that the Road Authority may monitor the actual weights of construction vehicles that do not require permits for overweight loads. If applicable, delivery tickets shall identify destinations by Turbine number.

(10) Project traffic, including heavy lift crawler crane crossings, shall be scheduled in a way to reasonably minimize the adverse impact on the motoring public and local agricultural vehicle transport. Traffic control plans for such crane crossings shall be provided by Developer to the Road Authority. In the event of traffic conflicts, priority shall be given to emergency response vehicles, rural mail delivery, the transportation of children to and from school, the transportation of agricultural commodities and implements of husbandry, and funeral processions. Developer agrees that it shall coordinate with the Road Authority the scheduling of Project Construction traffic in weekly scheduled meetings, which meetings will include all affected parties (including school bus transporters) and shall be held at the construction site offices of Developer or other convenient local location; provided, however, that if the Road Authority or its designee chooses not to participate in such weekly meetings, the Parties may coordinate via telephone, email, or other means of remote communication.

(11) Developer may transport oversize or overwide loads or vehicles or otherwise engage in construction activities proscribed on Non-Buyout Local Roads which have received Pre-Construction Preparatory Work during the spring posting season; provided, however, in the event either (a) weather conditions, during any season (by way of example and not limitation, sudden thaws or heavy rains), make road conditions hazardous for the motoring public, or (b) any other event occurs which requires the closing of a road, within the Road Authority's reasonable discretion, the Road Authority may close the applicable road(s) to construction traffic upon providing reasonable notice and details of such hazardous conditions to Developer.

(12) Developer and its Parties shall not use the Local Roads or associated rights-of-way as storage or staging areas or as parking areas for vehicles and equipment.

(13) Except as otherwise provided for in this Agreement, Developer shall ensure that its contractors, subcontractors, material suppliers, and their respective transport providers use the Local Roads during daylight hours only which the Parties deem to mean within thirty (30) minutes of sunrise or sunset or as otherwise specified on a Road Permit.

(14) While traveling on aggregate roads, Project Construction vehicles shall limit their speed to 35 miles per hour.

(15) Developer shall comply with all recommendations as to vehicle speeds, maximum vehicle loads, number of vehicles permitted on a bridge or box culvert at one time, location of vehicle travel, et cetera, which may be set forth in a report of the inspection of the bridges and box culverts and included as part of the Transportation Impact Analysis.

(16) Developer shall employ dust control measures to limit the hazards and inconvenience of dust associated with Project Construction. As previously noted in this Agreement, the initial dust control measure to Local Roads receiving cement base stabilization treatment and after installation of the initial cap stone, a surface treatment shall be applied to such Local Roads in accordance with Section 2(C)(5)(i). The Road Authority may issue a Notice of Violation (Exhibit I) if the Road Authority is notified of and determines that dust control measures have not been implemented after the Road Authority notifies and directs Developer to correct the deficiency the same day that a notice is received. The Road Authority will substantiate such a Notice of Violation with a photo taken of the failure to implement dust control measures (when possible). After the second notice of violation, the Road Authority may impose a fine of \$2,500.00. Developer shall pay any fine imposed within thirty (30) calendar days. For the avoidance of doubt, Road Authority will use best efforts to initially notify the On-Site Representative by email and phone including the location, photo, when possible, and description and location of the violation, within twelve (12) hours of the occurrence of any violation provided for under this Agreement and then provide Developer with a Notice of Violation (containing the information required in Exhibit I) within three (3) business days of the occurrence of any such violation.

(17) In constructing the Local Roads, a 3:1 ditch slope shall be used where possible within an existing right-of-way ("ROW"). If a 3:1 ditch slope is not possible within an existing ROW, the Parties agree that a 2:1 ditch slope will be acceptable. If a 2:1 ditch slope is not possible within an existing ROW, then the Parties will determine an appropriate ditch slope based upon particular site conditions and using sound engineering judgment.

(18) If Local Roads degrade (by way of example and not limitation, "degrade" means to have a grade less than two percent (2%) or a ditch slope of less than 2:1, drop offs from the road to road shoulder (that is, not a smooth transition), or show signs of bleeding, rutting, rolling, breaking, washboarding, or pumping) while construction of the Project is ongoing due to construction activities or the volume of construction traffic related to the Project, Developer, at the written request of the Road Authority, shall cause necessary remedies to be implemented to ensure safe passage of the motoring public within a reasonable time, and in any event within twenty-four (24) hours; unless the construction activities cause an immediate hazard to exist that renders a Local Road incapable of being used in a safe manner by the motoring public (as determined by the Road Authority), in which case Developer shall take action as soon as reasonably possible to make the Local Roads safe for the motoring public.

For roads with an aggregate surface, hauling in aggregate as needed and blading the road surface shall be the preferred method of interim road repair.

For roads with a surface treatment, spray patching shall be the preferred method of interim road repair for limited localized areas demonstrating surface failures. If a Local Road received a surface treatment for dust control as described in Section 2(C)(5)(i), and the initial surface treatment demonstrates numerous failures within a given mile, then Developer shall pulverize to a depth of two inches (2"), regrade the affected mile and then add a new surface treatment as described in Section 2(C)(5)(i).

If Developer fails to act as set forth herein, the Road Authority may take remedial action and may close the road until the road is made safe for the motoring public.

(19) Developer shall comply with the time limits established by the Road Authority with respect to any requested closures of Local Roads for Project Construction. In any event, no road closures shall exceed 3 hours past the approved starting time for which such closures shall be approved by the Road Authority, unless otherwise agreed to by the Parties. Such approval shall not be unreasonably withheld or delayed.

Notwithstanding the foregoing, the Parties agree that road closures necessary for Pre-Construction Preparatory Work, post-construction road repair work, and emergency road repairs may exceed 3 hours; provided, that, such maximum closure time has been approved by the Road Authority, such approval not to be unreasonably withheld, conditioned, or delayed. Developer shall provide reasonable notice to the POD Recipients of road closings prior to closing any roads, portion of roads or intersections. In the event this provision is violated by Developer, the Road Authority may issue a "Notice of Violation" and impose a fine of \$1,000.00 for each thirty 30-minute increment that the approved road closure period is exceeded and Developer shall pay any fine imposed within fifteen (15) business days. The Road Authority may issue a Notice of Violation and impose a fine of \$5,000.00 in the event Developer fails to notify the Road Authority of a road closure; provided, however, that in the case of an emergency Developer shall not be required to provide prior notice to the Road Authority but shall notify the Road Authority as soon as reasonably practical. The Notice of Violation form is attached hereto and incorporated herein as Exhibit I.

(20) Before Project Construction starts, Developer shall obtain and post traffic signs, including signs advising "No Wind Farm Traffic" and "Road Construction Ahead" at all public roads entering the project site at various locations as an aid to traffic management. All such signage or postings shall comply with the Manual on Uniform Traffic Control Devices.

(21) If Developer damages or moves an existing permanent sign to accommodate its construction traffic, Developer shall immediately notify the Road Authority and such sign shall be immediately replaced by Developer in accordance with the Manual on Uniform Traffic Control Devices at its expense. Roadway signs that are regulatory in nature (such as, "Stop," "Yield," et cet.) shall be reinstalled by either temporary or permanent means immediately. Roadway signs that are warning in nature (such as "Curve," "Stop Ahead," et cet.) shall be reinstalled by either temporary or permanent means within four (4) hours.

(22) All roadway construction activities, including road and intersection closures, shall be marked and signed in accordance with the applicable IDOT Standards and in accordance with the Manual on Uniform Traffic Control Devices and any other applicable requirements set forth in State statute or regulation or Kankakee County or other applicable local ordinance. All road closures shall comply with IDOT Highway Standard BLR 21-9, with RC 500, RCA and Road Closed signs.

(23) The Road Authority may issue a Notice of Violation (Exhibit I) and impose a fine of \$2,500.00 if the Road Authority is notified of and determines a traffic control deficiency exists. Before issuing a Notice of Violation the Road Authority shall notify and direct Developer to correct the deficiency within a specified time which will be between 2 hours to 24 hours based upon the urgency of the situation and the nature of the deficiency. Such time for curing a traffic control deficiency may be extended as may be reasonably required due to the nature of the deficiency; provided Developer is using diligent efforts to actively cure the deficiency. A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan.

(24) In accordance with Section 9-104 of the Illinois Highway Code, all section corner stones and monuments shall be properly preserved.

(25) All work on Local Roads and associated rights-of-way shall be performed in a good and workmanlike manner, will not materially affect current drainage patterns, and all permanent work shall be in accordance with the IDOT Standards and the "Standard Specifications for Road and Bridge Construction" (and any updates thereto, the "IDOT Standard Specifications") issued by IDOT or other method as may be approved by the Road Authority.

(26) Junction or utility boxes installed in connection with the Project shall be located at least 10 feet (10')

off the public rights-of-way or apparent right-of-way if no formal dedication. Junction and utility boxes installed on privately owned property shall not interfere with the public rights-of-way. At any time in the future, if it becomes necessary or desirable to maintain, relocate, construct, expand, or replace any Local Road abutting private property containing such junction or utility boxes and as a result a Developer junction or utility box is required to be protected, repaired, or relocated, Developer agrees to timely protect, repair, or relocate such junction or utility box at its expense, and if it fails to do so, the Road Authority may do so (after five (5) business days' notice) in which event Developer shall pay reasonable costs incurred by the Road Authority in connection with the repair or relocation or protection of the affected Developer junction or utility boxes.

(27) Steel tracked equipment shall be allowed to cross Local Roads with protective matting, including but not limited to timber matting, at locations designated on the Project Traffic Map, prior to the cement stabilization and aggregate cap. Once stabilized and capped, steel tracked equipment may only be utilized at locations with the consent of the relevant Road Authority. Proper traffic control measures shall be used for the temporary closure of Local Roads to allow for such crossings. The Road Authority may issue a Notice of Violation (Exhibit I) and will substantiate such Notice with a photo taken of the vehicle while in violation (when possible) and a general description of the vehicle and the approximate time and location of the occurrence, and impose a fine of \$2,500.00 if this provision is violated and which fine Developer shall pay within thirty (30) business days. The Road Authority will use best efforts to notify the On-Site Representative by email and phone, including the information and photo described above in this subsection, within twelve (12) hours of the violation and shall submit the Notice of Violation and supporting documentation (Exhibit I) to Developer within three (3) business days of the occurrence of any such violation.

(28) All construction traffic related to the Project (except for private vehicles and light-duty trucks<sup>1</sup> without trailers used solely for personnel transport) shall use **only** the Local Roads on the Project Traffic Map provided by Developer and accepted by the Road Authority pursuant to Section 2(C)(1)(h) of this Agreement. Construction traffic shall not use any Non-Wind Farm Roads. All vehicle drivers shall be provided with a copy of the Project Traffic Map by Developer prior to driving any construction-related vehicles.

If Developer violates this provision, including empty return trips after unloading materials or equipment, the Road Authority may issue a Notice of Violation and impose fines as set forth below. All fines shall be paid by Developer within thirty (30) business days of issuance.

The Road Authority shall substantiate any violation with reasonable evidence, which may include photographs of the vehicle(s) and license plate(s) (when available), a general description of the vehicle(s), and the approximate time and location of the violation, including the specific segment(s) of the Non-Wind Farm Road(s) involved. The Road Authority shall use best efforts to notify the On-Site Representative by email and phone within twelve (12) hours of the violation and shall submit the Notice of Violation and supporting documentation (Exhibit I) to Developer within three (3) business days.

Developer shall be responsible for repairing any damage resulting from Developer's Parties' improper use of Non-Wind Farm Roads. Any segment of a Non-Wind Farm Road that incurs five (5) or more violations shall be deemed to be included as a road used for Project Construction.

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<sup>1</sup> For purposes of this Agreement, "light-duty trucks" shall be defined by IDOT's vehicle classification and shall include classes 1 through 3 by FHWA, excluding trailers.

Upon such reclassification, Developer shall immediately, time being of the essence, perform cement stabilization, cap stone installation, and seal coating, unless the Road Authority directs alternative preparatory work consistent with this Agreement. The affected road segment shall be closed to Project Construction traffic until the work is completed and a Notice to Proceed is issued by the Road Authority.

Regardless of visible damage or the work performed, Developer shall remain responsible for all costs to repair and improve such road segment as required under Section 3 of this Agreement. If Developer fails to perform required preparatory work, the Road Authority may complete the work and draw upon the Letter of Credit to cover associated costs.

A Violation Occurrence is defined as follows:

1. Initial Violation (occurring prior to notification to the On-Site Representative):  
The first violation on any specific segment of a Non-Wind Farm Road shall result in a fine of \$5,000 per vehicle. Multiple vehicles involved in the same incident on the same road segment shall constitute a single violation for that segment.
2. Subsequent Violations (occurring after notification to the On-Site Representative):  
Any violation occurring after notice has been provided to the On-Site Representative on the same road segment shall result in a fine of \$5,000 per violation, with each vehicle constituting a separate violation.

From time to time during Project Construction, Developer may request that roads be included or removed (roads may not be removed from the Project Traffic Map after building permits for the Turbines are issued) as Local Roads by submitting such a request to the Road Authority in writing, accompanied by an updated version of the Project Traffic Map that includes or removes such roads, and performing an initial evaluation of the then-current condition of such additional roads and bridges and/or drainage structures located on the proposed additional roads. Upon Developer's submission of such a request, the Road Authority shall promptly review such request. The Road Authority may consent to the addition or removal of the requested roads to the Project Traffic Map provided:

- (a) the information provided by Developer is complete and accurate;
- (b) the addition of the proposed roads (1) will not be detrimental to the safety of the motoring public, and (2) will not pose a risk to public infrastructure, and (3) a traffic control plan proposed by Developer indicates there will not be undue inconvenience to the motoring public; and
- (c) If the additional roads are to be Non-Buyout Local Roads, Developer agrees, in writing, to Pre-Construction Preparatory Work deemed necessary by the Road Authority before the proposed additional roads are added to the Project Traffic Map, completes any needed Pre-Construction Preparatory Work, provides a Notice of Pre-Construction Completion to the Road Authority, and receives a written notice from the Road Authority that the additional roads may be used for Project Construction. If the additional roads are to be Buyout Local Roads, Developer shall immediately make an additional payment to the applicable Road Authority in an amount equal to the applicable amount per mile as reflected in the table in Section 2(A)(1) of this Agreement, multiplied by the number of new miles (rounded up to the nearest full mile) included in the Buyout Local Roads on the Project Traffic Map.

(29) In accordance with permits issued by State authorities and as otherwise required by the Illinois Vehicle Code (and regulations promulgated thereunder), oversize/overweight vehicles shall display slow moving vehicle emblems and provide escort vehicles and related signage and lighting, to the end of protecting public safety and property.

(30) At all times during the construction of the Project and repair work performed on Local Roads, Developer shall ensure that Local Roads are free and clear of Project Construction-related mud, dirt, debris, garbage, obstructions, or hazards. Upon request of the Road Authority, Developer shall clear any construction-related mud, dirt, debris, garbage, obstructions, or hazards from a Local Road, culvert, or ditch prior to dusk on the day such a request is made, or within two (2) hours if such request is made less than two (2) hours before dusk. Developer is not responsible for the removal of mud or debris related to third-party operations which are (a) not caused by any Developer's Parties, and (b) not otherwise associated with the Project.

(31) If, during the course of construction of the Project, the Road Authority notifies Developer of significant potholes or other conditions caused by the construction traffic or construction activities which make travel on a Local Road within its jurisdiction hazardous Developer shall remediate the hazard as soon as reasonably possible, preferably prior to dusk on the day it receives notice of the hazardous condition from the Road Authority (or place illuminated or night condition warning signs prior to dusk on the day it receives notice pending the remediation of the hazard within twenty-four (24) hours). If Developer fails to act within this time frame, the Road Authority may take remedial action and may close the road until the road is made safe and the Road Authority may issue a Notice of Violation and impose a fine of \$1,000.00 per occurrence on Developer and Developer shall pay any fine imposed within thirty (30) business days. The Road Authority will use best efforts to notify the On-Site Representative by email and phone of such violation including its location, including, a photo if possible, within twelve (12) hours of identification of such potholes or other conditions, and shall submit the Notice of Violation and supporting documentation (Exhibit I) to Developer within three (3) business days of the occurrence of any such violation.

(32) All such actions undertaken by Developer to prepare the roads for winter conditions and the plowing of the roads by the Road Authority shall be subject to the supervision of the Road Authority. In the event rapidly changing winter weather conditions (by way of example and not limitation, sudden thaws, snowstorms, or heavy rains) make road conditions hazardous for the motoring public, the Road Authority may close the road to construction traffic upon providing reasonable notice to Developer.

(33) If work during the construction phase or the post-construction road work phase of the Project is suspended for an extended period (extended period to mean at least three (3) months but not to exceed six (6) months), due to seasonal conditions or other cause, Developer, at its expense, shall take such measures as laying additional aggregate, installing barriers, posting signs, or providing interim repairs or protections, as may be reasonably required to render Local Roads safe for vehicular traffic during the period such work is suspended. If work is to be suspended for a period exceeding six (6) months, then reconstruction and repair of the Local Roads in accordance with Section 3 of this Agreement shall commence.

(34) The Road Authority and/or its designee(s) shall have unfettered access to the Local Roads to inspect the roads, culverts, adjacent ditches, et cetera.

(35) Unless otherwise directed by the Road Authority, existing road surface materials, culverts (permanent and temporary), flood gates, and signs shall remain the property of the Road Authority and shall be delivered to locations as directed by the Road Authority.

(36) Developer shall reimburse the Road Authority for all reasonable direct, third party costs for oversight and management of the activities of the Developer and Developer's Parties, including but not limited to on-going engineering and surveying fees, incurred in connection with any and all road issues relating to the construction of the Project, coordination of construction traffic, issuance of required permits, and repairs to the Local Roads and all roadway appurtenances. The Road Authority shall notify Developer in advance of incurring such costs. Payments shall be made within thirty (30) days of receipt of such engineering bill or other bills by Developer or request for reimbursement from the Road Authority.

(37) Developer shall hold harmless, indemnify, defend, pay costs of defense (including reasonable attorneys' fees), and pay any and all claims or judgments which may hereafter accrue against the Road Authority and/or (notwithstanding that such individuals are not specifically named herein) its elected and appointed officials, employees, contractors and consultants, caused by Developer and its respective successor and/or assigns in connection with Developer's use of the Local Roads and/or construction of the Project or the improvements, repairs or reconstruction of the Local Roads performed by Developer to the extent that such claims or judgments arise from the negligence, fraud or willful misconduct of Developer, its agents, directors, employees, vendors, contractors or subcontractors. For the avoidance of doubt, the Parties acknowledge and agree that claims or judgments with respect to any damage determined to be caused by increased runoff or change in drainage patterns caused by Pre-Construction Preparatory Work and/or Project Construction shall be governed by the indemnity provided in Section 2(A)(2) instead of this Section 2(D)(37). This provision shall apply only to causes of action brought by third parties and shall not be applicable to litigation between Developer and the Road Authority. In the event of litigation between Developer and the Road Authority, each party will be responsible for its respective fees, costs, and judgments; provided, however, that if the Road Authority is the prevailing party in a final, non-appealable judgment against Developer, Developer shall reimburse all fees, costs and judgments incurred by such Road Authority in conducting the litigation.

(38) Developer shall pay to the Road Authority a fee of Twenty Five Thousand dollars (\$25,000.00) for each Turbine to be erected in connection with the Project within that Road Authority's corporate boundaries, with such payment to be made within fourteen (14) calendar days of Road Authority's execution of this Agreement.

This fee shall be deemed to provide permission for core sampling and surveying of Road Authority Roads; travel upon the Local Roads as designated on the Project Traffic Map by Developer and its Parties; use and alteration of the Local Roads and rights-of-way for installation of the Project's transmission, communication, and collection system cables and crossings; timely issuance of required permits for: (1) overweight, oversize, and overwidth vehicles related to Project Construction; (2) Access Entrance permits; (3) Utility permits; and (4) all other permits under Road Authority jurisdiction required to complete Developer's work as contemplated by this Agreement. The Parties further agree the Permit Fee compensates the Road Authority for time spent on this Project by the Road Authority prior and subsequent to the execution of this Agreement, and to ensure that the Road Authority's taxpayers do not bear any financial burden as result of the construction of the Project. The Permit Fee shall be made payable to the Road Authority and shall be deposited into the Road Authority's Road Use Agreement Fund or any such other fund as directed by Road Authority. The Permit Fee is non-refundable.

(39) With regard to work performed on Local Roads in connection with construction of the Project, Developer, its contractors, and subcontractors shall pay wages in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/1, et seq. Upon request, Developer shall provide to the Road Authority documents establishing compliance with the Illinois Prevailing Wage Act.

(40) All materials used on or incorporated into the Local Roads in connection with the construction of the Project shall be in accordance with IDOT's Standard Specifications and the Supplemental Specifications & Recurring Special Provisions, Project Procedures Guide ("PPG"), and Manual of Test Procedures for Materials in effect as of the effective date of this Agreement and as may be updated thereafter by IDOT.

(41) With regard to work performed on concrete, seal coat, or hot mix Local Roads in connection with construction of the Project, parties engaged by or on behalf of Developer shall be pre-qualified by IDOT to perform the work such parties are hired to perform. Upon request, Developer shall provide to the Road Authority, documents establishing that a contractor or subcontractor has been pre-qualified by IDOT. In the event a contractor or subcontractor loses pre-qualified status with IDOT after being awarded a contract for work, but before starting work, the contractor or subcontractor shall not be permitted to perform work on the Local Roads. Developer shall make reasonable efforts to use qualified contractors and subcontractors located in the Counties.

(42) In the event Developer reimburses the Road Authority for work performed by the Road Authority, Developer shall pay for the Road Authority's work in accordance with Motor Fuel Tax Equipment Rates for the Road Authority in effect at the time the work is performed. Payments shall be made within thirty (30) calendar days from the date a bill is placed in the mail for delivery to Developer or is delivered to Developer by facsimile or e-mail.

(43) Upon request by the Road Authority, Developer shall provide to such Road Authority any "As-Built" drawings of improvements to the Local Roads or rights-of-way that Developer, its engineers, contractors, or subcontractors may possess. Within one hundred eighty (180) days after issuance of the final Notice of Acceptance for all Local Roads (the "Final Notice of Acceptance"), Developer shall provide to the Road Authority an as-built map of such underground and overhead transmission lines installed as part of the Project. Within one hundred eighty (180) days after Developer substantially completes construction of the Project pursuant to the terms of the Special Use Permit, all Project underground collection lines within Road Authority roadways will be specified by Developer per engineering drawings.

(44) Developer shall provide written notice to the Road Authority identifying the name, address, and both regular and emergency contact information of Developer's on-site representative (the "On-Site Representative") for communication purposes regarding this Agreement and the Project. Developer's on-site representative may be changed and any such change or change in contact information shall be promptly communicated to the Road Authority in writing.

(45) Any overhead power transmission lines (the "Transmission Lines") which are crossing or adjacent to Local Roads rights-of-way shall be installed by Developer in accordance with the Pre-Construction Documents:

- a. in the event Developer desires to change the general route, pole placement and associated location of any Transmission Lines, prior approval shall be obtained from the Road Authority, which approval shall not be unreasonably withheld, conditioned or delayed;
- b. any additional permits required for the installation of the Transmission Lines shall be applied for and obtained;
- c. any easements required for installation of Transmission Lines on private property shall be

obtained by Developer at its sole expense;

- d. with respect to Transmission Lines which run parallel to Local Roads rights-of-way, all Transmission Line poles shall be offset from the Local Roads at least 15 feet outside of the rights-of-way line, and shall be installed at the sole expense of Developer;
  - e. with respect to Transmission Lines which are crossing Local Roads rights-of-way, all Transmission Line poles shall be installed and relocated, if necessary during the life of the Project, at the sole expense of Developer; and
  - f. Developer shall repair any damage to roads and/or ditches along which a Transmission Line is installed.
- (46) Except as permitted in Section 2(D)(11), and except for private vehicles, unloaded trucks and light duty trucks no larger than  $\frac{3}{4}$  ton pickup trucks with trailers used for personal transportation, and except for any other loads which are not overweight for the applicable Local Road based upon weight limits posted by the Road Authority, Developer shall not use any Local Roads during the spring posting season. Such loads which are within the posted weight limit of the applicable Local Road are permitted without separate or additional authorization from the Road Authority. The initial violation of this Section 2(D)(46) shall result in a fine of \$25,000 per vehicle, payable immediately upon request of the Road Authority. Subsequent violations shall result in each applicable road(s) being considered a Buyout Local Road for the purposes of this Agreement and Developer shall immediately make an additional payment to the applicable Road Authority in an amount equal to the applicable amount per mile as reflected in the table in Section 2(A)(1) of this Agreement, multiplied by the number of applicable miles (rounded up to the nearest full mile).

### **Section 3: Developer's Post-Construction Road Work.**

(A) Until the date of final Notice of Acceptance, Developer shall bear financial responsibility for: (i) necessary improvements and repairs to the Non-Buyout Local Roads as a result of Project Construction, including the costs incurred for engineering estimates and inspections (the "Non-Buyout Road Work"), and (ii) damage to the Buyout Local Roads as a result of Project Construction as provided in Section 2(D)(18) and Section 2(D)(31) herein, or which otherwise requires immediate repair to ensure the safety of the motoring public, including costs for engineering estimates and inspections. Upon commencement of use of the Local Roads (including Pre-Construction Preparatory Work to the Non-Buyout Local Roads) by Developer, damage caused by Developer requiring immediate repair to ensure the safety of the motoring public may trigger Developer's obligation to perform road work (the "Emergency Road Work"). The term "damage" as used in this Agreement shall be interpreted broadly and shall include, but is not limited to, bleeding, rutting, rolling, breaking, washboarding, damage to the road surface, subsurface, bridges, box culverts, culverts, drainage tiles, signs, or adjacent ditches. The Road Authority shall not contribute any funds for the Non-Buyout Road Work or Emergency Road Work to Local Roads required upon completion of Project construction or as needed to effect an immediate repair to ensure the safety of the motoring public.

(B) Until the date of the final Notice of Acceptance, the following shall apply to all Non-Buyout Road Work and Emergency Road Work.

(1) All work shall be in accordance with the IDOT Design Standards and the IDOT Standard Specifications or other method as may be approved by the Road Authority.

(2) For the Non-Buyout Local Roads, unless otherwise agreed in writing by the Road Authority, Developer shall place, at its expense, an additional 2" aggregate cap to be placed after Construction traffic to prepare the surface for final A-3 treatment to be applied. The A-3 shall be applied by the Developer immediately upon completion of the surface preparation.

(3) Developer shall be responsible for repairing drainage problems resulting from Project Construction so that proper drainage is achieved. For the avoidance of doubt, Developer is not liable for addressing drainage problems that preexisted Project Construction.

(4) Ditch and shoulder work to be completed as required by the particular conditions existing of each road at the time of the post-construction road work. Disturbed ditches will be graded and seeded in accordance with IDOT Standard Specifications or other method as may be approved by the Road Authority.

(5) All culverts and reinforced concrete pipes shall be inspected for damage following Project Construction by a qualified Engineer and, if necessary, replaced with new culverts which are annularly riveted, corrugated, pre-coated metal culvert pipes as set forth in the Roadway Improvement Plans. No spiral culverts shall be used. Backfilling of culverts on previously cement-stabilized roadways will require CLSM. For the culverts that require replacement, the Developer shall sawcut the cement-stabilized roadway for culvert removal and repair any damage to the roadway. The Road Authority shall engage an Engineer to conduct the inspection.

(6) All bridges and box culverts shall be inspected by a qualified structural engineering firm mutually agreed upon by the Parties for damage following Project Construction and, if necessary, replaced or repaired as needed. The Road Authority shall engage an Engineer to conduct the inspection.

(7) Unless agreed to otherwise by the Parties, temporarily modified shoulders shall be restored adjacent to the road to the extent to which they existed prior to construction or as required by IDOT Bureau of Local Roads Manual or other method as may be approved by the Road Authority.

(C) Any existing drainage fixture providing drainage from field tile systems, unless otherwise noted in the Pre-Construction Documents, are to remain in place. Should any device, including drain tile, be damaged by any of the Developer's activities, it shall be repaired or replaced by Developer. The Parties agree there may be existing field drainage tiles below cross-road culverts at various locations throughout the Project Traffic Map. For all cross-road culverts requiring replacement, the Developer shall exercise reasonable due diligence to determine if there is existing drainage tile below the existing culverts. If drainage tile is discovered, Developer shall promptly notify the Road Authority and, unless otherwise determined by the Road Authority, it shall be replaced with SDR 26 PVC (gasket jointed from right-of-way to right-of-way) and shall be no less in diameter than the existing drainage tile. The area shall be backfilled and the replacement culvert installed according to approved plans and specifications. No backfilling shall take place until the relevant Road Authority, or its representative has approved the repair and is present to observe the backfilling operations. The Road Authority and/or a representative will make every effort to be onsite for repairs once notified. Notwithstanding the foregoing, in the event that any terms or provisions of this Section and the AIMA are in conflict, the terms and provisions of the more restrictive provision shall control.

(D) Developer shall provide written notice to the Road Authority when Developer has completed its portion of the Non-Buyout Road Work and/or Emergency Road Work, which may be submitted for all or an incremental portion of the Project (each a "Completion Notice"). The Completion Notice shall attest, under

oath, all contractors, subcontractors, and material suppliers retained by or for the benefit of Developer who performed the Non-Buyout Road Work and/or Emergency Road Work have been paid in full for all or an incremental portion of the Project. Upon receipt of the Completion Notice, the Road Authority shall have ten (10) business days to inspect the Non-Buyout Road Work and/or Emergency Road Work and provide written notice to Developer that the Road Work is accepted or rejected in whole or in part.

(1) If the Road Authority rejects the Non-Buyout Road Work and/or Emergency Road Work, the Road Authority shall state, with particularity the work rejected, the action required to make the rejected work conform to the accepted Engineer's Estimate, and a reasonable time period for the completion of the work (the "Punch List Work"). If Developer disputes the Punch List Work, Developer shall, within fourteen (14) calendar days, deliver by overnight delivery, a written notice to the Road Authority setting forth disputed portions of the Punch List Work and the factual basis for the disputed portions. The Parties shall then make a good faith effort to resolve the dispute(s). If the Parties are unable to resolve the dispute, either Party may submit the dispute to the Neutral Engineer, as provided for in this Agreement for resolution. If Developer accepts and completes the Punch List Work, Developer shall provide another Completion Notice to the Road Authority.

(2) If the Road Authority accepts the Completion Notice, then the Road Authority shall issue a written notice of acceptance substantially in the form of the attached Exhibit J ("Notice of Acceptance").

(E) Within ten (10) business days after receiving the final Notice of Acceptance of the Non-Buyout Road Work, Developer shall deliver a "Surface Repair Payment" for the Non-Buyout Local Roads as calculated below to the Road Authority who will have sole discretion as to how and when to use the Surface Repair Payment; provided, however, that if the Road Authority does not use any of the Surface Repair Payment for any applicable mile referenced in the table below within twenty four (24) months of the final Notice of Acceptance of the Non-Buyout Road Work, Developer shall have no responsibility for Warranty Work. If the Road Authority uses any portion of the Surface Repair Payment for any applicable mile referenced in the table below within twenty four (24) months of the final Notice of Acceptance of the Road Work, Developer's obligation to complete Warranty Work shall continue through the end of the Warranty Period.

|        | HMA<br>Miles | A-2<br>Miles | Per<br>Mile Cost | Surface<br>Repair Cost | 4% Eng.<br>Cost | 8% Eng.<br>Cost | Total<br>Cost |
|--------|--------------|--------------|------------------|------------------------|-----------------|-----------------|---------------|
|        |              | X            | \$54,000.00      | \$                     | \$              |                 | \$            |
|        |              |              | \$               | \$                     |                 | \$              | \$            |
|        |              |              | \$               | \$                     |                 | \$              | \$            |
| Total: |              |              |                  | \$                     | \$              | \$              | \$            |
|        |              |              |                  |                        |                 |                 |               |

If the Surface Repair Payment stated in this paragraph fluctuates between the time this Agreement is executed and the time the Road Authority accepts the Non-Buyout Local Roads for application of the Surface Repair treatments, then the Surface Repair Payment may be adjusted at the request of either Party. If additional Non-Buyout Local Roads are added to the Project Traffic Map, then the Surface Repair Payment for such additional roads shall be based upon the calculations used above (or the amount as adjusted for price fluctuation) plus the applicable for engineering cost. If any supplemental Surface Repair Payment is due based upon the addition of Non-Buyout Local Roads to the Project Traffic Map (as set forth in Section 2(D)(28) or otherwise), the additional mileage shall be calculated by the Parties when the post construction bridge survey is ordered by the Road Authority. The supplemental Surface Repair Payment, if any, shall be paid within fourteen (14) business days after the amount is calculated by the Parties.

(F) If any Non-Buyout Road Work and/or Emergency Road Work performed by Developer is found to be defective, Developer shall perform repairs to such defects within the three (3) year period following the date of final Notice of Acceptance ("Warranty Period").

Developer shall, upon notification by the Road Authority of the necessity for a Warranty repair, make repairs at its own cost and expense, and shall remain liable for any additional cost or expense incurred. Should Developer fail to make the repairs (i) within the reasonable time period specified in the notification, which time period will be extended if Developer commences the repairs within such time period and diligently pursues the repair to completion, or (ii) within the time period determined by the Neutral Engineer (if a dispute is submitted for resolution to a Neutral Engineer (defined below)), which time period will be extended if Developer commences the repairs within such time period and diligently pursues the repair to completion, then the Road Authority shall provide Developer with a written notice of default and Developer shall have fifteen (15) calendar days to cure such default, or such longer period for defaults, that cannot be reasonably cured within fifteen (15) calendar days provided Developer commences the cure within such fifteen (15) calendar day period and diligently pursues the cure to completion. In the event Developer fails to cure such default, the Road Authority may cause the work to be done and draw upon the Letter of Credit to pay the entire cost or expense of the repair, including, but not limited to, reasonable engineer, attorney, and consultant fees and costs. Should the cost or expense exceed the amounts set forth in the Letter of Credit, Developer shall remain liable for any additional cost or expense incurred by the Road Authority. The Warranty Period shall not be construed as a limitation or modification of any applicable statute of limitations.

(G) The Parties shall make a good faith effort to resolve any disagreements about the nature and/or scope of required road repairs, the projected costs of those repairs, or the performance of road work by Developer, including warranty work. In the event the negotiation efforts of the Parties are unsuccessful or upon written demand by either Party, the Parties, within twenty-one (21) calendar days shall select a neutral engineer for resolution of the dispute (the "Neutral Engineer"). The Neutral Engineer's review and decision shall be binding only with respect to technical and commercial points, not any legal interpretations with respect to the dispute or this Agreement. The Neutral Engineer shall be an independent civil engineering firm which regularly practices and has experience in highway construction and design standards in rural central Illinois. Acceptable Neutral Engineers include the following, and any other neutral engineers agreed to be the parties:

(1) CMT

203 Harrison Street  
Peoria, IL 61602

- (2) Hanson Professional Services Inc.  
1300 W. Commerce Drive, Suite 200  
Peoria, IL 61615

The Parties and the Neutral Engineer shall promptly agree to procedures for submitting position papers and information to the Neutral Engineer and for an on-site inspection (if needed) by the Neutral Engineer (or if the Parties are unable to agree on such procedures, then the Neutral Engineer shall determine such procedures). The Neutral Engineer shall complete its review and inspection within thirty (30) business days of its engagement by the Parties and issue its written report. The determination of the Neutral Engineer shall be binding upon the Parties. The costs for such inspection and report by the Neutral Engineer shall be paid by Developer.

- (H) The Road Authority shall retain authority to engage consultants, engineers and legal counsel in connection with (1) any obligations of Developer which survive through all warranty periods, and (2) any disputes under this Agreement, and in either case after the final date of Notice of Acceptance during the warranty periods and conclusion of disputes in relation to such warranties.

**Section 4: Road Authority Undertakings.** In consideration for the obligations of Developer under this Agreement, the Road Authority agrees as follows.

- (A) Upon receipt of (1) the evidence of insurance as provided for in Section 5, (2) the Letter of Credit as provided for in Section 6, (3) payment of any amounts due, and (4) any other items to be delivered before Project Construction, to permit Developer to use the Local Roads. Permits and approvals shall be issued by the Road Authority and delivered to Developer's onsite project manager in a timely manner upon the filing of applications by or on behalf of Developer.
- (B) To coordinate and cooperate with Developer to minimize the impact of Developer's use of the Local Roads on normal local traffic.
- (C) To continue to be responsible for routine maintenance of the roadways under its jurisdiction. Such activities shall include snow removal, signage, and other regularly scheduled maintenance or repairs.
- (D) All road work after Project Construction on the Buyout Local Roads, other than Emergency Road Work, will be undertaken by the Road Authority. As of the date of Final Notice of Acceptance, all road maintenance during Project Construction done by or on behalf of Developer on Buyout Local Roads is deemed completed and accepted by the Road Authority, subject only to the Warranty Period for any Emergency Road Work, and the Road Authority will undertake the responsibility to modify and improve the Buyout Local Roads and shall be solely responsible for the completion of any remaining road work on the Buyout Local Roads.

**Section 5: Insurance.** Developer shall furnish the Road Authority with evidence of liability insurance in the amount of at least Ten Million Dollars (\$10,000,000.00) (United States currency) per occurrence covering the activities of Developer contemplated by this Agreement. Such liability insurance shall include, at a minimum, commercial general liability, automobile liability, and statutory workers' compensation coverage. The insurance

shall be written by a company rated by AM Best's rating group or similar publications as A- or better or as otherwise determined to be acceptable by the Road Authority. A Certificate of Insurance, with the endorsements provided for in this Section, shall be provided to the Road Authority before the commencement of any work by Developer, its contractors, subcontractors, material suppliers, or their respective transport providers. Developer shall provide at least thirty (30) days' written notice of changes or termination of the insurance to the Road Authority. Should Developer allow such liability insurance to terminate, the Road Authority shall have recourse against the Letter of Credit for funds sufficient to cause the liability insurance to be reinstated. The Road Authority and its elected and appointed officials, agents, and employees shall be included as additional insureds on the policy and the Developer shall provide a copy of Additional Insured Endorsement(s) or policy language granting such status to the Road Authority at least ten (10) days prior to the start of Project Construction.

## **Section 6: Financial Security.**

(A) At least 15 days prior to the commencement of any Pre-Construction Preparatory Work or use of Local Roads, Developer shall provide to the Road Authority, as financial security in support of Developer's obligations under this agreement, an irrevocable Letter of Credit (the "Letter of Credit") issued by a sound financial institution located in the United States of America; provided that the Letter of Credit may be issued by a United States branch of a foreign bank, substantially in the form attached as Exhibit K to this Agreement. The Parties acknowledge that the exact terms of the Letter of Credit may be subject to terms requested by the financial institution issuing the Letter of Credit.

(B) The Letter of Credit shall provide security to the Road Authority for the following phases of the Project:

- (1) Pre-construction improvements;
- (2) Project Construction;
- (3) the Non-Buyout Road Work and Emergency Road Work;
- (4) the Operations Phase; and
- (5) Warranty Period.

(C) When initially delivered to the Road Authority, so long as Developer elects to complete the Pre-Construction Preparatory Work in phases as contemplated in Section 2(C)(5)(d), the Letter of Credit shall be in the amount of twenty-five percent (25%) of the total cost of the Pre-Construction Preparatory Work, representing the cost of one Pre-Construction Preparatory Work Phase, plus twenty-five percent (25%). If Developer wishes to commence the next Pre-Construction Preparatory Work Phase prior to receiving a Notice to Proceed in connection with the previous Pre-Construction Preparatory Work Phase, then Developer shall provide additional financial security in the amount of twenty-five percent (25%) of the total cost of the Pre-Construction Preparatory Work, in the form agreed to by the Parties, to be returned to Developer upon receipt of a Notice to Proceed in connection with the previous Pre-Construction Preparatory Work Phase. The amount of the Letter of Credit shall be reduced as follows:

- (1) Upon payment of the Surface Repair Payment to the Road Authority, the Letter of Credit may be reduced by the amount of the Surface Repair Payment.

(2) Upon receipt of the Final Notice of Acceptance through the Warranty Period, the Letter of Credit shall be reduced to ten percent (10%) of the original amount of the Letter of Credit.

(3) Following the expiration of the Warranty Period, the Letter of Credit shall be promptly returned in accordance with the terms of such Letter of Credit actually issued and Developer shall provide a cash escrow account in the initial amount of the Annual Administrative Fee (as defined in Section 7(F) pursuant to a Cash Escrow Agreement under terms reasonably acceptable to both Developer and the Road Authority, which such Cash Escrow Agreement shall provide that the balance of cash held in such account shall at no time be less than one year of the Annual Administrative Fee as adjusted by the annual 2.5% increase for the applicable year of this Agreement.

The financial security shall be terminated in accordance with this Agreement or when the Project is decommissioned or when the Project is repowered (provided another form of financial security is provided in connection with the repowering of the Project).

(D) At six (6) month intervals from the date the Letter of Credit is initially provided by Developer to the Road Authority, and until the Road Authority's receipt of the Surface Repair Payment, the Parties may reassess the cost of the Projected Scope of Repairs, and the Letter of Credit shall be adjusted to reflect the periodically revised estimate.

(E) A reduction in the Letter of Credit shall not amount to acceptance by the Road Authority of improvements or repairs to Local Roads by Developer.

(F) The amount stated on the Letter of Credit shall not be deemed to be the limit of Developer's financial obligations under this Agreement. Should the cost or expense of any of Developer's financial responsibilities under this Agreement exceed the amount stated on the Letter of Credit, Developer shall remain liable for any additional cost or expense.

(G) The Road Authority shall not draw on the Letter of Credit until fifteen (15) business days after the receipt of a written notice to Developer specifying a default hereunder by Developer, during which fifteen (15) business days Developer may cure such default or such longer period for a default that cannot be reasonably cured within fifteen (15) business days; provided that so long as Developer commences the cure within that 15-day cure period and diligently completes the cure and, in the event Developer so cures, the Road Authority shall not draw on the Letter of Credit on account of such default.

(H) The Letter of Credit may be used by the Road Authority, in its reasonable discretion, to cure any uncured defaults of any kind or nature with respect to Developer's obligations under this Agreement, including, but not limited to:

(1) providing payment for any of Developer's obligations under this Agreement which remain unpaid for thirty (30) calendar days after such obligations have been incurred and notice sent to Developer, which obligations shall include without limitation, (a) any and all undisputed fines of any kind or type charged to Developer by Road Authority, (b) the Annual Administrative Fee, to the extent secured by the Letter of Credit and (c) modification, repairs, and improvement of the Local Roads, to the extent such modification, repairs, and improvement are Developer's responsibility under this Agreement, subject to the Warranty Period and dispute resolution mechanisms set forth in Section 3;

- (2) keeping the liability insurance policy required pursuant to Section 5 in force and effect;
- (3) in the event the Road Authority is served with a notice pursuant to the Illinois Mechanics' Lien Act from any of Developer's contractors, subcontractors, material suppliers, engineers, or others (a "Lien Claimant") that Developer has not paid for work performed in connection with this Agreement, such payment is past due, and, after written notice of such claim, Developer has not provided a payment bond for the amount claimed either as required by any court in which an action is pending or pursuant to the Illinois Mechanic's Lien Act with respect to such Lien Claimant, payment may be made to such Lien Claimant; in such circumstance, the payment may be made through a title insurer or escrowee after a review of lien waivers and other documents for the purpose of insuring against claims by a Lien Claimant; and further provided that this right in the Road Authority shall not be construed as granting to any Lien Claimant any right as a third party beneficiary or otherwise to the proceeds of the Letter of Credit;
- (4) reimbursement for emergency actions by the Road Authority to respond to an incident related to construction of the Project to protect public health and safety; or
- (5) reimbursement for such other actions or costs incurred (erection of traffic control devices, payment for outside engineers, consultants, attorneys and advisors, et cetera.) as are provided for under this Agreement.

## Section 7: Operations Phase of the Project

- (A) During the operations and maintenance phase, starting on the date that the Project first produces power for commercial sale (not including test power) and terminating on the date when the Project ceases permanently to produce power for commercial sale (the "Operations Phase"), Developer agrees to, and shall cause Developer's Parties to, abide by the terms and conditions set forth below.
- (B) Vehicle Permits. To access Local Roads for operation and/or maintenance work on the Project that involves the need for overweight or oversize vehicles, Developer shall apply for overweight or oversize vehicle permits from the Road Authority and shall not operate such vehicles on Local Roads until the necessary permits are issued by the Road Authority (a "Permitted Vehicle") using the "Oxcart" system in place in the applicable County (or a subsequent permitting system that may be adopted) which may charge a nominal processing fee to the carrier. The Road Authority shall not unreasonably withhold, delay, or condition such permits. The permits may be restricted to Local Roads which received pre-construction road improvements. Any temporary improvements, reconfiguration, repairs, upgrades, or replacements of drainage structures or Local Road infrastructure necessary to accommodate the Permitted Vehicle shall be paid for directly by Developer; additionally Developer shall be responsible for restoring Local Road infrastructure, including positive drainage and the Road Authority may require additional financial security to be posted to assure drainage structures or Local Road infrastructure is restored.

Permitted Vehicles shall only use Local Roads designated for use in the issued vehicle permit. If a vehicle operated by Developer or Developer's Parties fails to obtain a vehicle permit or fails to comply with the terms of a vehicle permit, the Road Authority may issue a Notice of Violation and impose a fine of \$5,000.00 per mile per occurrence on Developer and Developer shall pay any fine imposed within thirty (30) business days. The Road Authority will substantiate such a fine with a photo taken of the

vehicle while in violation (when possible) and a general description of the vehicle and the approximate time and location of the occurrence. Developer shall also be obligated to repair any road damage resulting from such improper use of Local Roads.

(C) As needed, Developer shall apply for Access Entrance Permits from the Road Authority using the application forms in effect at the time of application. Developer shall not create an entrance point until the permit is issued. The Road Authority shall not charge any fee and shall not unreasonably withhold, delay, or condition such permits.

(D) As needed, Developer shall apply for Utility Permits from the Road Authority using the application forms in effect at the time of application. Developer shall not proceed with utility work until the permit is issued. The Road Authority shall not charge any fee and shall not unreasonably withhold, delay, or condition such permits.

(E) Developer shall be financially responsible for damage, ordinary wear and tear excepted, to Local Roads caused by Project vehicle traffic during the course of ordinary operations and maintenance of the Project.

(F) Within 60 days following the final Notice of Acceptance, and on the anniversary of the 60<sup>th</sup> day following the final Notice of Acceptance every year thereafter while the Project is operating, Developer shall pay to the Road Authority an annual maintenance permit fee of Five Thousand Dollars (\$5,000.00) per mile of Local Road actually used (rounded up to whole numbers) during Project Construction in the Road Authority's jurisdiction (the "Annual Administrative Fee"). The Annual Administrative Fee shall be deposited in the Road Authority's Road Use Agreement Fund. The Annual Administrative Fee shall be increased annually by two and one-half percent (2.5%). The Annual Administrative Fee shall be deemed to provide permission for the overweight, oversize, and overwidth vehicles related to the Project operation and maintenance to travel upon the Local Roads as designated on the Project Traffic Map as finalized upon completion of the post-construction Road Work; for the issuance of driveway access permits and utility installation permits; and for use of the Local Roads and rights-of-way for the transmission, communication, and collection system cables and crossings.

(G) Extraordinary Events. An "Extraordinary Event" shall mean extraordinary repair or maintenance requiring multiple deliveries on overweight or oversize vehicles (including overweight and oversize vehicles needed to move the heavy lift crawler crane) such as deliveries of (by way of example and not limitation) multiple nacelles and/or replacement of multiple tower segments. Repairing or replacing a single Turbine due to damage caused by a lightning strike or replacing a faulty part on a single Turbine would not be an Extraordinary Event. If an Extraordinary Event arises, Developer shall:

- (1) give advance written notice of the intended movements to the Road Authority;
- (2) provide a transportation impact analysis and plan, with a schedule of bridges and culverts to be used and an estimate of pre- and post-construction repairs and estimated costs, similar in form to the information provided when the Project was constructed, all of which is subject to reasonable approval by the Road Authority; and
- (3) be responsible for repairing any damage to the Local Roads and crossings utilized for deliveries in connection with such Extraordinary Event to the condition they were in prior to

the Extraordinary Event; and

(4) provide a Letter of Credit (or other form of financial security acceptable to the Road Authority) to the Road Authority to protect the Road Authority from the expense of repair and/or restoration of Local Roads resulting from such Extraordinary Events. This Letter of Credit will remain in place and be released in similar manner as provided for during the construction phase of the Project.

(H) The Parties intend that this Agreement does not address the use of Local Roads for demolition or decommissioning of the Project as a whole or of individual Turbines, for repowering any Turbine(s) or the Project, or for the development of another Project, but does cover the repair or replacement of individual Turbines or components thereof that require multiple deliveries on overweight or oversize vehicles. No demolition or decommissioning shall commence unless a separate road use agreement is executed by the Road Authority and the owner.

## Section 8: Miscellaneous.

(A) Incorporation of Background Recitals. The recitals set forth in the Background section of this Agreement are hereby incorporated herein and made a part of this Agreement.

(B) Approvals. Whenever the consent or approval of any Party hereto is required in this Agreement, such consent or approval shall be in writing, which may be by email, and shall not be unreasonably withheld or delayed, and, in all matters contained herein, the Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

(C) Remedies and Enforcement. To the extent not otherwise provided for in this Agreement, each of the Parties hereto, their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions, or conditions of this Agreement by any Party, or their successors or assigns, which default is not cured for a period of fifteen (15) calendar days after receipt of a written notice to the defaulting Party of such default or such longer period for default, that cannot be reasonably cured within fifteen (15) calendar days provided the defaulting party commences the cure within such fifteen (15) calendar day period and diligently pursues a cure of the same, the Party seeking to enforce said provisions shall thereafter have the right to file a breach of contract claim, an action for a declaratory relief, and/or to seek the remedies of specific performance and injunctive relief, as well as other remedies available at law or in equity. Notwithstanding the foregoing, the Road Authority may, without notice, take remedial action if immediate hazards exist and Developer is unable to or fails to take immediate action to make the Local Roads safe for the motoring public and any costs reasonably incurred by the Road Authority in such a circumstance shall be reimbursed by Developer.

(D) Due Authorization. Developer hereby represents and warrants that this Agreement has been duly authorized, executed, and delivered on behalf of Developer. The Road Authority hereby represents and warrants that this Agreement has been duly authorized, executed, and delivered on behalf of the Road Authority.

(E) Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid

provision and, to this end, the provisions hereof are severable.

(F) Entire Agreement. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between the Parties.

(G) Amendments. No waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought. Any amendment or modification to this Agreement shall be in writing and executed by each Party hereto. By way of example and not limitation, the Parties may enter into one (1) or more Memorandums of Understanding executed by each Party hereto which provides to Developer certain conditional approvals of certain matters requiring the Road Authority's consent.

(H) Notices. All notices shall be in writing. Unless otherwise provided, a notice shall be deemed to be received by a Party (1) on the date of personal service; (2) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (3) on the next business day if sent by overnight delivery service (e.g. Federal Express) with all fees prepaid. Notice may be sent via facsimile to a facsimile number; provided or to a provided e-mail address, however, notice sent via facsimile or e-mail shall be followed by notice delivered by personal service or via registered or certified mail, return receipt requested, postage prepaid or by overnight delivery unless such additional notice is waived in writing, which may be by email by the Party receiving the notice. If notice is effected by facsimile or e-mail, notice shall be deemed received on the date the receiving Party provides written notification to the other Party that a delivery of notice by supplemental means is not required.

Notices shall be addressed as follows:

**The Developer:**

Illinois Generation, LLC  
1088 Sansome Street  
San Francisco, CA 94111  
Attn: General Counsel  
Telephone: 415-283-4000  
E-mail: [generalcounsel@patternenergy.com](mailto:generalcounsel@patternenergy.com)

**With a copy (which shall not constitute notice) to:**

Illinois Generation, LLC  
Attn: General Counsel  
1221 McKinney Street, Suite 1900  
Houston, TX 77010  
E-mail: [rrna.contractadmin@repsol.com](mailto:rrna.contractadmin@repsol.com)

**The Road Authority:**

Michael Wepprecht  
Essex Township Highway Commissioner  
350 S Merchant St

PO Box 309  
Essex, IL 60935

**With a copy (which shall not constitute notice) to:**

Attn: Harold N. Adams  
Meyer Capel  
306 W. Church St.  
Champaign, IL 61820  
Telephone: 217-352-1800  
E-mail: [hadams@meyercapel.com](mailto:hadams@meyercapel.com)

or to such other party or address as any Party hereto may from time to time designate in a written notice to the other Party.

(I) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail shall be as effective as delivery of a manually signed counterpart to this Agreement.

(J) Commencement of Project. This Agreement shall be void if construction of the Project, which includes construction of the laydown yard, is not commenced on or before December 31, 2027, and is thereafter diligently pursued to completion, provided, however, Developer's obligations to pay for third party costs incurred by the Road Authority shall survive.

(K) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, (the state in which this Agreement is deemed to have been executed and delivered), irrespective of any conflict of laws provisions.

(L) Forum Selection. The Parties agree that any disputes arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Circuit Court for the Twenty-First Judicial Circuit, Kankakee County, Illinois.

(M) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives. This Agreement may not be assigned without the written consent of the other Parties hereto, such consent not to be unreasonably withheld, conditioned, or delayed; provided, however, that Developer may without the consent of the Road Authority collaterally assign this Agreement in connection with any financing or refinancing of the Project. Any such permitted assignment will not relieve Developer of its obligations under this Agreement. In the event of such a permitted assignment, Developer shall, no later than seven (7) calendar days after such assignment, provide written notice to the Road Authority of the name, address, entity type, and state of incorporation of the assignee, as well as the name and address of the assignee's registered agent in the State of Illinois. Prior to any assignment, Developer shall provide to the Road Authority a written sworn statement executed by the proposed assignee stating that the assignee has received and read a complete copy of this Agreement, including the exhibits, agrees to be bound by the terms and conditions of this Agreement and, if requested to do so, will meet with the Road Authority to review the terms and conditions of this

Agreement.

(N) No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(O) Attorney's Fees and Costs. Developer agrees to reimburse the Road Authority for all reasonable attorneys' fees and costs associated with the negotiation, drafting, and execution of this Agreement, and for the ongoing review of compliance with the Agreement in the ordinary course. If any action at law or in equity is brought by the Road Authority to enforce this Agreement and the Road Authority prevails in such litigation, the Road Authority shall be entitled to receive reasonable attorneys' fees and costs incurred, in addition to any other relief to which the Road Authority may be entitled.

(P) Memorandum of Agreement. A Memorandum of this Agreement, substantially in the form of Exhibit L hereto, shall be recorded with the Kankakee County Recorder of Deeds by Developer at its expense within thirty (30) calendar days after the execution of this Agreement and copies of the recorded Memoranda shall be delivered to the Road Authority within sixty (60) calendar days after the execution of this Agreement.

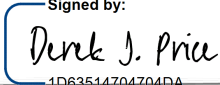
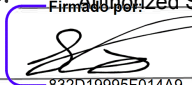
(Q) Construction of Agreement. In the event of any ambiguity in the terms of this Agreement that the Parties are unable to resolve and a dispute concerning such an ambiguity is subject to resolution by a judicial or alternative dispute resolution proceeding, then the ambiguity, if an ambiguity is found to exist, shall be interpreted and resolved in the light most favorable to the Road Authority.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

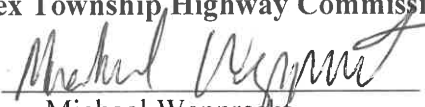
DEVELOPER:

Illinois Generation, LLC,  
a Delaware limited liability company

Signed by:  
By:  \_\_\_\_\_  
Name: Derek Price  
Title: Authorized Signatory  
Firmado por:  
By:  \_\_\_\_\_  
Name: Federico Toro  
Title: Authorized Representative

**THE ROAD AUTHORITY:**

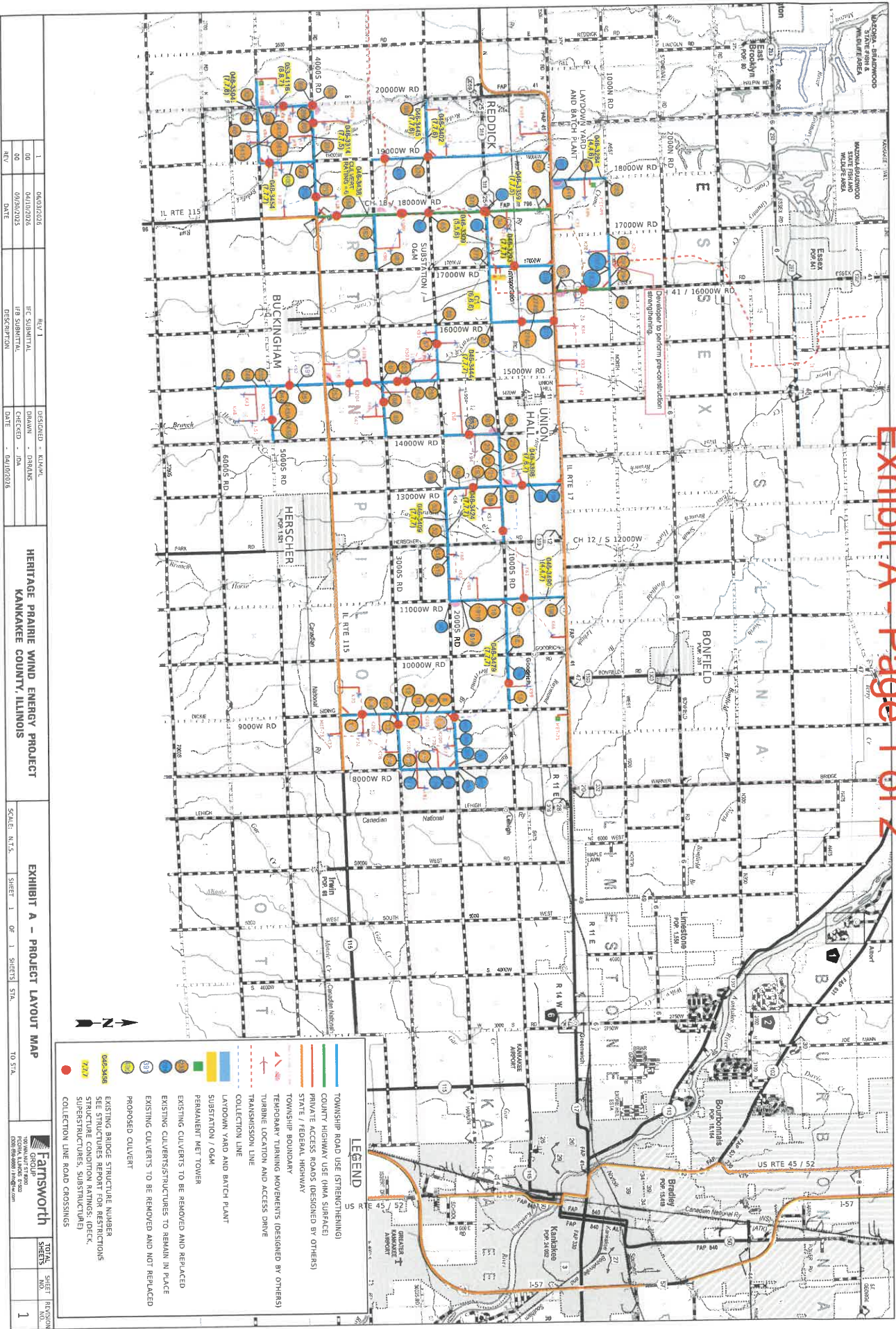
**Essex Township Highway Commissioner**

By:   
Michael Wepprecht

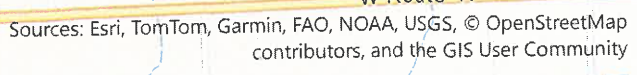
**EXHIBIT A**

**PROJECT TRAFFIC MAP**

*(attached)*



W600N Rd (Co  
line) - 1/4  
- \$210,000



**EXHIBIT B**

**FORM OF RIGHT OF WAY EASEMENT AGREEMENT**

*(attached)*

**Prepared by:**

INSERT NAME, LLC  
c/o INSERT  
STREET ADDRESS  
CITY STATE ZIP

**Return to:**

INSERT NAME, LLC  
c/o INSERT  
STREET ADDRESS  
CITY STATE ZIP

**Prepared by:**  
 INSERT NAME, LLC  
 c/o INSERT  
 STREET ADDRESS  
 CITY STATE ZIP

**Return to:**  
 INSERT NAME, LLC  
 c/o INSERT  
 STREET ADDRESS  
 CITY STATE ZIP

(Above Space for Recorder's Use Only)

## RIGHT OF WAY EASEMENT AGREEMENT

This Right of Way Easement Agreement ("**Agreement**") is made as of the \_\_ day of \_\_\_\_\_, 202\_ ("**Effective Date**") by and between \_\_\_\_\_ ("**Owner**"), and INSERT NAME, LLC, a INSERT STATE limited liability company ("**Developer**"). Owner and Developer may hereafter be referred to herein individually as a "**Party**" and together as the "**Parties.**"

### RECITALS

- A. Owner owns the real property described on Exhibit A ("**Property**").
- B. Developer plans to develop, construct, own and operate a commercial wind energy conversion facility in *[applicable county]* County, Illinois ("**Project**").
- C. Prior to construction of the Project, Developer will widen and improve portions of the roads and associated rights-of-way, including installation of culverts to improve drainage.
- D. Developer desires to obtain and Owner desires to grant easement rights necessary to make such road and drainage improvements as set forth in this Agreement.

In consideration of the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer hereby agree as follows:

### AGREEMENT

#### 1. Grant of Easement.

Owner hereby grants and conveys to Developer a non-exclusive, irrevocable perpetual easement, under, over, across, through and upon a portion of the Property as depicted on the attached Exhibit B ("**Easement Area**") for the purposes of construction and expansion of existing roadways and rights of way, including grading, culvert installation, and general road construction

("Improvements"), together with the right of access over and across that portion of the Property outside the Easement Area as may reasonably be required for construction and maintenance of the Improvements ("Easement"). Developer will use reasonable efforts to minimize surface disturbance on the portion of the Property lying outside the Easement Area.

Developer shall use good engineering practices to avoid damage to Owner's existing drainage tiles on the Property. Developer shall repair (including replacement of damaged tile as necessary) any tile damage on the Property caused by Developer's activities on the Property. Developer's repairs to drainage tiles shall preserve the function of the tile system as it existed prior to Developer's activities on the Property.

2. Assignment to Road Authority. No later than 60 calendar days after completion of construction of the Project, Developer shall assign this Agreement and the Easement to *[applicable road authority]* for public roadway purposes and thereafter the Easement shall be maintained by the *[road authority]*. Upon such assignment, *[applicable road authority]* shall have the right to permit others to use or operate, install, maintain, alter, repair, replace, renew, improve and remove other facilities and structures, including but not limited to, underground communication lines, fiber optics, wire, or other means of electricity, voice data, video, digitized information, pipes and conduits, upon and beneath the surface of the Easement Area, and overhead wires, cables, and poles of other structures for the support of such facilities and structures on the Easement Area.
3. Non-Interference. Owner shall not do or permit anyone else to do anything that would adversely affect or interfere with Developer's or the Road Authority's use of the Improvements or Easement Area.
4. Default & Remedy. If Developer fails to perform its obligations in this Agreement, Owner shall be entitled to any remedy available under applicable law or equity; provided, however, that no such violation shall result in a termination of the Agreement or any right conveyed or granted in this Agreement. This Agreement shall not be terminable by Owner under any circumstances. Developer shall have the right to terminate this Agreement at any time, by giving written notice of termination to the Owner.
5. Covenants Running With the Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern Owner's Property and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon Owner's Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns. Upon transfer of Owner's interest in the Property, or Developer's interest in this Agreement, the transferring Party shall be deemed released from further obligation or liability under this Agreement as to matters first arising after such transfer.
6. Further Acts and Assurances. Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement, including in the case of Owner, such additional documents as may be reasonably required for Project permits or any document that may be reasonably required in connection with any financing or sale.

7. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Developer regarding the subject matter of this Agreement and no promises or representations express or implied, either written or oral, not set forth in this Agreement shall be binding upon or inure to the benefit of Owner and Developer. This Agreement shall only be modified in writing signed by both Parties.
8. Severability. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions in this Agreement unenforceable, invalid, or illegal.
9. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.
10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

### **SIGNATURES AND ACKNOWLEDGMENTS FOLLOW**

IN WITNESS WHEREOF, Owner and Developer have caused this Right of Way Easement Agreement to be executed and delivered as of the Effective Date.

OWNER:

\_\_\_\_\_  
Name:

STATE OF ILLINOIS            )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_)

On the \_\_ day of \_\_\_\_\_, in the year 202\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, an individual personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, executed the instrument.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, Owner and Developer have caused this Right of Way Easement Agreement to be executed and delivered as of the Effective Date.

DEVELOPER:

**ILLINOIS GENERATION, LLC,**  
a Delaware limited liability company

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

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

STATE OF                    )  
                                  ) ss.  
COUNTY OF                )

On the \_\_ day of \_\_\_\_\_, in the year 202\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he is the \_\_\_\_\_ of ILLINOIS GENERATION, LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public

**RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT A DESCRIPTION OF PROPERTY**

**RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT B EASEMENT AREA**

## EXHIBIT C

### NBIS STRUCTURES

| <b>EXHIBIT C</b>                 |                   |                                                                    |
|----------------------------------|-------------------|--------------------------------------------------------------------|
| <b>NBIS Structures to Remain</b> |                   |                                                                    |
| <b>STRUCTURE<br/>NUMBER</b>      | <b>ROAD</b>       | <b>RESTRICTIONS</b>                                                |
| <b>Kankakee</b>                  |                   |                                                                    |
| 046-3479                         | 1000S Rd          | Transformer is not permitted to cross.                             |
| 046-3398                         | 1000S Rd          | C-3 use crawl speed.                                               |
| C1                               | 1000S Rd          | C-3 is not permitted to cross.                                     |
| 046-3293                         | 1000S Rd          | C-3 & Transformer are not permitted to cross.                      |
| 046-3309                         | 1000S Rd          | Transformer is not permitted to cross. C-3 use crawl speed.        |
| 046-3424                         | 2000S Rd          | Transformer use crawl speed.                                       |
| 046-3409                         | 2000S Rd          | Transformer use crawl speed.                                       |
| 046-3444                         | 2000S Rd          | None                                                               |
| 046-3402                         | 2000S Rd          | Transformer use crawl speed.                                       |
| 046-3445                         | 2000S Rd          | Transformer is not permitted to cross.                             |
| 046-3314                         | 4000S Rd          | Legal Loads only.                                                  |
| 046-3504                         | 5000S Rd          | None                                                               |
| 046-3490                         | 11000W Rd         | Legal Loads only.                                                  |
| 046-3438                         | CH 18 / 18000W Rd | C-3, XL Crane, & Transformer are not permitted to cross.           |
| 046-3284                         | 18000W Rd         | Legal Loads only.                                                  |
| 046-3359                         | 19000W Rd         | C-3 use crawl speed.                                               |
| 046-3454                         | 19000W Rd         | Transformer use crawl speed.                                       |
| 053-4116                         | 20000W Rd         | C-3 & Transformer are not permitted to cross. N-4 use crawl speed. |

**Note:**

NBIS Structure information taken from "Structural Evaluation of Local Agency Structures for Construction and Transport Vehicles, Heritage Prairie Wind Project" report prepared on June 10, 2025 by Hampton, Lenzini and Renwick, Inc. for Westwood Professional Services.

| EXHIBIT C                 |          |                                                                         |
|---------------------------|----------|-------------------------------------------------------------------------|
| NBIS Structures to Remain |          |                                                                         |
| STRUCTURE NUMBER          | ROAD     | RESTRICTIONS                                                            |
| Livingston                |          |                                                                         |
| 053-4043                  | 2800N Rd | Transformer use crawl speed.                                            |
| 053-5519                  | 2800N Rd | C-3, XL Crane Transport, Transformer, & N-5 are not permitted to cross. |
| 053-4012                  | 2900N Rd | Transformer is not permitted to cross. C-3 & N-4 use crawl speed.       |
| 053-4123                  | 2900N Rd | C-3 & Transformer use crawl speed.                                      |
| 053-4080                  | 3000N Rd | C-3 use crawl speed.                                                    |
| 053-3101                  | 3100N Rd | All vehicles restricted on this structure.                              |
| 053-4058                  | 3100N Rd | C-3 & Transformer use crawl speed.                                      |
| 053-4028                  | 3300N Rd | None                                                                    |
| 053-3359                  | 2800E Rd | Transformer is not permitted to cross. C-3 use crawl speed.             |
| C3                        | 3100E Rd | C-3 is not permitted to cross.                                          |
| 053-4042                  | 3100E Rd | C-3 & Transformer use crawl speed.                                      |
| 053-4057                  | 3100E Rd | Transformer is not permitted to cross. C-3 use crawl speed.             |
| 053-4014                  | 3200E Rd | Legal Loads only.                                                       |
| C2                        | 3400E Rd | C-3 is not permitted to cross.                                          |

**Note:**

NBIS Structure information taken from "Structural Evaluation of Local Agency Structures for Construction and Transport Vehicles, Heritage Prairie Wind Project" report prepared on June 10, 2025 by Hampton, Lenzini and Renwick, Inc. for Westwood Professional Services.

**EXHIBIT D**

**PLAN OF DAY FORM**

*(attached)*

# **PLAN OF THE DAY PUBLIC ROADWAYS**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

Roadway: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

☐ Full Closure    ☐ Partial Closure    Expected Date of Reopening: \_\_\_\_/\_\_\_\_/\_\_\_\_

Will residents living along the roadway have access? ☐ Yes ☐ No

From which direction? \_\_\_\_\_ Have they been notified? ☐ Yes ☐ No

No Scope of Work:

☐ Culvert(s): \_\_\_\_\_

☐ Soil Cement Stabilization

☐ Aggregate Capping

☐ Roadway Preparation

☐ Seal

Coat ☐ Other: \_\_\_\_\_

Roadway: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

☐ Full Closure    ☐ Partial Closure    Expected Date of Reopening: \_\_\_\_/\_\_\_\_/\_\_\_\_

Will residents living along the roadway have access? ☐ Yes ☐ No

From which direction? \_\_\_\_\_ Have they been notified? ☐ Yes ☐ No

Scope of Work:

☐ Culvert(s): \_\_\_\_\_

☐ Soil Cement Stabilization

☐ Aggregate Capping

☐ Roadway Preparation

☐ Seal Coat

☐ Other: \_\_\_\_\_

Roadway: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

☐ Full Closure    ☐ Partial Closure    Expected Date of Reopening: \_\_\_\_/\_\_\_\_/\_\_\_\_

Will residents living along the roadway have access? ☐ Yes ☐ No

From which direction? \_\_\_\_\_ Have they been notified? ☐ Yes ☐ No

Scope of Work:

☐ Culvert(s): \_\_\_\_\_

☐ Soil Cement Stabilization

☐ Aggregate Capping

☐ Roadway Preparation

☐ Seal Coat

☐ Other: \_\_\_\_\_

**EXHIBIT E**

**UTILITY INSTALLATION PERMIT FORM**

*(attached)*



**Documentation**

Please attach copies of all drawings, plan sheets, spec sheets, construction schedules and other documentation necessary to complete the permit.

PERMIT IS SUBJECT TO TERMS AND CONDITIONS OF ROAD USE AGREEMENT ENTERED INTO BY ILLINOIS GENERATION, LLC AND THE ROAD AUTHORITY ISSUING THIS PERMIT AND SUBJECT TO THE PROVISIONS SET FORTH IN 605 ILCS 5/9-113, 5/9-113.01, 5/9-113.02 AND 5/9-122 AS APPLICABLE TO THE ROAD AUTHORITY'S JURISDICTIONAL ROADS

**Signatures**

\_\_\_\_\_  
Signature

Date\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

Approved\_\_\_\_\_

Date\_\_\_\_\_

Print Name\_\_\_\_\_

Title\_\_\_\_\_

**EXHIBIT F**

**ACCESS ENTRANCE PERMIT APPLICATION**

*(attached)*

## ACCESS ENTRANCE PERMIT APPLICATION

(S)    (Select Appropriate Jurisdiction)

(T)

\_\_\_\_\_ Livingston County Highway Department    \_\_\_\_\_ Round Grove Township

\_\_\_\_\_ Broughton Township

\_\_\_\_\_ Dwight Township

\_\_\_\_\_ Kankakee County Highway Department    \_\_\_\_\_ Essex Township

\_\_\_\_\_ Limestone Township

\_\_\_\_\_ Norton Township

\_\_\_\_\_ Pilot Township

\_\_\_\_\_ Salina Township

(U)    Location of Improvement

Road Name: \_\_\_\_\_ (Street, Ave.) Co. \_\_\_\_\_

Highway # (if applicable) \_\_\_\_\_ Location or \_\_\_\_\_

Nearest Cross Street: \_\_\_\_\_ Project Name: \_\_\_\_\_

ILLINOIS GENERATION WIND ENERGY FACILITY

Type of Permit Requested: \_\_\_\_\_ Date Applied: \_\_\_\_\_

Turbine # (if applicable): \_\_\_\_\_

(V)    Applicant Information

Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

\_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Email address: \_\_\_\_\_

\_\_\_\_\_

(W)    Contractor

(If work done by other than Petitioner)

Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

\_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Email address: \_\_\_\_\_

\_\_\_\_\_

(X)    Engineer

(If more than one firm please list the prime.)

Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

\_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Email address: \_\_\_\_\_

\_\_\_\_\_

(Y) Documentation

Please attach copies of all drawings, plan sheets, spec sheets, construction schedules and other documentation necessary to complete the permit.

PERMIT IS SUBJECT TO TERMS AND CONDITIONS OF ROAD USE AGREEMENT ENTERED INTO BY ILLINOIS GENERATION, LLC AND THE ROAD AUTHORITY ISSUING THIS PERMIT.

(Z) Signatures

\_\_\_\_\_  
Signature Date\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

Approved\_\_\_\_\_ Date\_\_\_\_\_

Print Name\_\_\_\_\_ Title\_\_\_\_\_

# EXHIBIT G

## FORM OF SWORN STATEMENT

### ILLINOIS GENERATION ROAD USE AGREEMENT SWORN STATEMENT [MONTH] [DAY], 202\_\_

Illinois Generation, LLC (“**Developer**”) and [Insert Road Authority] (“**Road Authority**”) entered into that certain Road Use Agreement, dated as of [month] [day], 202\_\_ (“**Agreement**”), which governs the rights and obligations of the Road Authority and Developer with respect to construction of the wind energy generating facility (“**Project**”) and Developer’s use of roads and appurtenances operated and maintained by the Road Authority for construction of the Project.

In accordance with Section 2(C)(12) of the Agreement, [name of contractor or supplier] (“**Contractor**”) has agreed to provide this sworn statement certifying that:

1. Contractor has received and read a copy of the Agreement, including the exhibits.
2. Contractor agrees to abide by the terms and conditions of the Agreement and to provide a copy of the Agreement to any subcontractors and independent contractors performing work on the Local Roads.

All capitalized terms used and not otherwise defined shall have the meaning ascribed to them in the Agreement.

CONTRACTOR  
[name of contractor or supplier]

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

**EXHIBIT H**

**NOTICE OF PRE-CONSTRUCTION COMPLETION AND  
OVERWEIGHT/OVERSIZE VEHICLE PERMIT FORM**

*(attached)*



---

Name, Title

# OVERWEIGHT/OVERSIZE VEHICLE PERMIT APPLICATION

(Select Appropriate **Jurisdiction**)

\_\_\_\_\_ Livingston County Highway Department \_\_\_\_\_ Round Grove Township \_\_\_\_\_  
 \_\_\_\_\_ Broughton Township

\_\_\_\_\_ Dwight Township

\_\_\_\_\_ Kankakee County Highway Department \_\_\_\_\_ Essex Township  
 \_\_\_\_\_ Limestone Township  
 \_\_\_\_\_ Norton Township  
 \_\_\_\_\_ Pilot Township  
 \_\_\_\_\_ Salina Township

ILLINOIS GENERATION PROJECT \_\_\_\_\_ Turbine # (if  
 applicable) \_\_\_\_\_ Vehicle Owner \_\_\_\_\_

\_\_\_\_\_ Person  
 Requesting Permit \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_ Type of Load  
 \_\_\_\_\_ Gross Weight \_\_\_\_\_  
 \_\_\_\_\_ Length (kingpin to  
 rear axle) \_\_\_\_\_ Make of Truck  
 \_\_\_\_\_ License No. \_\_\_\_\_

\_\_\_\_\_ No. of Axles \_\_\_\_\_

Overall Dimensions: Width \_\_\_\_\_

\_\_\_\_\_ Height \_\_\_\_\_ Overall  
 Length \_\_\_\_\_ Origin of Move

Local Highway Routes \_\_\_\_\_

Termination Point \_\_\_\_\_

PERMIT IS SUBJECT TO TERMS AND CONDITIONS OF ROAD USE AGREEMENT ENTERED  
 INTO BY ILLINOIS GENERATION, LLC AND THE ROAD AUTHORITY ISSUING THIS  
 PERMIT.

If there are any discrepancies between this form and the Road Use  
 Agreement, the Road Use Agreement shall control.

- a. Permits must be in the vehicle and available to be inspected by police or representatives of the road authority issuing this permit, that is, County Highway Department or Road District representatives.
- b. Oversize loads use the Local Roads during daylight hours only.
- c. This permit does not preclude compliance with other existing laws which may apply to the movement.
- d. LOCATIONS WHERE PERMIT IS NOT VALID: The permit is not valid on any highway or bridge posted for a load limit less than the gross weight on the move, on any highway closed to traffic, or on any highway not maintained by the Road Authority issuing this permit. The permittee must obtain permission from the applicable County Highway

Department for moves on County Highways, individual Township Highway Commissioner for moves on township roads, from IDOT for moves on State Highways, and from the municipality for moves on city streets.

- e. This weight permit is subject to reduction or revocation when weather conditions warrant. Notice of change to be by telephone or fax.

EFFECTIVE DATES FOR PERMIT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **MOVING PERMIT GENERAL PROVISIONS**

### **READ YOUR PERMIT BEFORE STARTING YOUR MOVE**

**THIS FORM IS PART OF YOUR PERMIT:** The conditions and restrictions listed in this form govern the movement of vehicles or objects authorized by this permit.

**PERMIT TO ACCOMPANY MOVEMENT:** The driver of the vehicle shall have the permit, in written or electronic form, in their possession during the movement and shall show said permit, on demand, to any law enforcement and/or any authorized representatives of the road authority issuing this permit, that is, County Highway Department or Road District representatives. The permit covers only the person or firm designated as Permittee and is not transferable.

**AGREEMENT:** The acceptance of the permit by the Permittee constitutes an agreement that the movement will be made strictly in compliance with the terms set forth in the permit.

**AXLE SPACINGS:** The spacing requirements for all overweight loaded routine & superload permits, as well as, all towed routine permits are as follows: the spacing between the steer axle & the first axle on the tractor tandem may not be less than 8'1", the spacing before the first axle of the trailer may not be less than 18'6", the sum of all axle spacings must be at least 43'6". All towed permits that do not meet these minimum spacing requirements will automatically be moved and considered/processed as a superload permit.

**FLASHING OR ROTATING AMBER LIGHT:** All loads must display an operable oscillating, rotating, or flashing amber light(s) when moving under oversize/overweight permit authority. If the load blocks visibility of the amber light(s) from the rear, a light must be displayed at the rear of the vehicle.

**HIGHWAY CONDITIONS IN INCLEMENT WEATHER:** Moves shall not be made when highway is covered with snow or ice, or when visibility is unduly impaired by rain, snow, fog, smog, or at any time travel conditions are considered to be unsafe by the Illinois State Police (ISP) or the County Sheriff's Department. ISP or local law enforcement may direct or escort a vehicle off the roadway to a place of safety.

**SPEED:** Maximum speed shall be 5 MPH below the posted speed limit and, if not posted 50 MPH, EXCEPT when otherwise specified in this permit. Legal weight, legal height movements up to and including 10 feet wide are allowed to travel at the legal maximum speed limit.

**ESCORT VEHICLES:** One civilian escort (1 front-1 back) is required for all moves that exceed 14'6" wide, 14' 6" high, or exceed 110' long. Two civilian escorts are required for all moves that have a combination of 2 or more of these. Three civilian escorts are required for moves that exceed 16' wide, 145' long, or exceeds 18' high. ISP escorts are required for all moves that exceed 18' high, 18' wide, or 200' long and must be set up 24 hours before moving. See IDOT Policy Section 554.407 and 554.408.

**OVERLENGTH OBJECTS:** Movements of objects over 80' in length shall be equipped with 2 operating flashing amber lights-1 over the cab of the vehicle and the other within 10' of the rear of the object, mounted as high as practicable.

**OVERSIZE LOAD SIGNS:** OVERSIZE LOAD signs are mandatory on the front and rear of vehicles for loads over 10' wide, or 14' 6" high, or 75' long. Standard weights 25k per axle or less.

**RED FLAGS:** The extremities of all oversize vehicles, vehicle combinations or loads, and all protruding objects shall be marked with clean red flags not less than 18" square.

**EXHIBIT I NOTICE OF VIOLATION FORM****NOTICE OF VIOLATION**

Deliver to:

ILLINOIS GENERATION, LLC

Method of Delivery  
(Select all that apply)☐ Email☐ Overnight Delivery☐ Personal Delivery to construction manager  
at site☐ Facsimile

Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

Notice is hereby given to Illinois Generation, LLC (“Developer”) that a violation of the Road Use Agreement entered into by the Road Authority and Developer has occurred.

| Select: | Violation Description:                                 | Fine:                                                                                                                                                                                                                       |  |
|---------|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|         | Road closure exceeds 3 hours or other approved time    | \$1,000 (each 30 minutes)                                                                                                                                                                                                   |  |
|         | Use of non-construction road                           | \$5,000                                                                                                                                                                                                                     |  |
|         | Failure to remediate road hazard                       | \$1,000                                                                                                                                                                                                                     |  |
|         | Failure to obtain overweight / oversize vehicle permit | \$1,000                                                                                                                                                                                                                     |  |
|         | Failure to provide notice of road closure              | \$5,000                                                                                                                                                                                                                     |  |
|         | Failure to implement dust control measures             | \$2,500                                                                                                                                                                                                                     |  |
|         | Traffic control deficiency                             | \$2,500                                                                                                                                                                                                                     |  |
|         | Improper steel tracked vehicle crossing                | \$2,500                                                                                                                                                                                                                     |  |
|         | Improper use of road during spring posting             | \$25,000 (first violation, per vehicle)<br><br>Subsequent violations shall result in each applicable road(s) being considered a Buyout Local Road for the purposes of the Road Use and Buyout Agreement between the parties |  |

Location: \_\_\_\_\_ Date/time: \_\_\_\_\_

Worker(s) or Contractor(s) involved: \_\_\_\_\_

Vehicle Description (if applicable): \_\_\_\_\_ Additional Notes: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Fine must be paid within thirty (30) days’ of receipt of this Notice and be delivered to:**

\_\_\_\_\_ **Township Road District /** \_\_\_\_\_ **County Highway**  
**Department Address:**  
\_\_\_\_\_

## EXHIBIT J

### NOTICE OF ACCEPTANCE

Illinois Generation, \_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

E-mail: \_\_\_\_\_

(2) RE: *Illinois Generation, LLC – [Road  
Authority Name] Road Agreement Dated [insert date], 202\_\_ (the  
“Road Agreement”)*

Dear Reader:

Please be advised that the [INSERT ROAD AUTHORITY NAME] accepts the post-construction road repair work performed on behalf of Illinois Generation, LLC as required by the Road Agreement for the road repair work in the following location(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[FOR THE FINAL ACCEPTANCE OF ALL POST-CONSTRUCTION ROAD WORK, THIS PARAGRAPH SHALL BE USED] Please be advised that the [INSERT ROAD AUTHORITY NAME] accepts the post-construction road repair work performed on behalf of Illinois Generation, LLC as required by the Road Agreement. Pursuant to the Road Agreement, the Date of Acceptance of the post-construction road repair work is deemed to be the date of this letter.

Sincerely,

---

Name, Title

**EXHIBIT K**

**LETTER OF CREDIT FORM**

BENEFICIARY  
INSERT ROAD AUTHORITY  
ATTN: INSERT TITLE OR NAME  
ADDRESS  
CITY, STATE ZIP

APPLICANT  
INSERT NAME, LLC  
INSERT STREET ADDRESS  
INSERT CITY, STATE ZIP

INSERT MONTH DAY, YEAR

Irrevocable Letter of Credit No. \_\_\_\_\_  
Stated Amount:       US\$ \_\_\_\_\_  
Effective Date:       \_\_\_\_\_  
Issuer:               \_\_\_\_\_  
                          STREET ADDRESS  
                          CITY, STATE ZIP

Ladies and Gentlemen,

We irrevocably authorize you to draw on us from time to time for the account of the INSERT ROAD AUTHORITY, \_\_\_\_\_ County, Illinois (the "Beneficiary") amounts, which, when aggregated with prior draws, do not exceed the Stated Amount (as shown above). The Stated Amount may be increased or reduced or reinstated from time to time as forth in this Letter of Credit. We shall make funds available to you against presentation of a dated and appropriately completed draw request in substantially the form of Attachment 1 hereto manually purportedly signed by the Beneficiary. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall be in the form of Attachment 1 and shall (i) be in writing and addressed to INSERT ADDRESS INFORMATION, (ii) refer to this Letter of Credit, and (iii) be delivered in person or by certified mail or by facsimile ( ) - \_\_\_\_\_, or by overnight delivery service. If a draw request is presented in strict compliance with the terms of this Letter of Credit by 11:00 A.M. Central Time on any Business Day, payment will be made not later than 3:00 P.M. Central Time on the following Business Day and if a draw request is so presented to us after 11:00 A.M. Central Time on any Business Day, payment will be made on the second succeeding Business Day not later than 1:00 P.M. Central Time. Payment under this Letter of Credit shall be made

in immediately available funds by wire transfer to such account as may be designated by a Beneficiary in the applicable draw request.

As used in this Letter of Credit, "Business Day" means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close under the laws of the State of Illinois.

This Letter of Credit shall expire on the Expiration Date stated on the preceding page.

It is a condition of this Letter of Credit that the expiration date shall be automatically extended without amendment for one (1) year from the expiration date hereof and for successive one (1) year periods thereafter unless at least thirty (30) days prior to any such expiration date we send notice to you by certified mail or hand delivered courier, at the address stated above, that we elect not to extend this Letter of Credit for any additional period.

In the event that a draw request fails to comply with the terms of this Letter of Credit, we shall, not later than the next Business Day, notify the Beneficiary in writing, specifying with particularity the reasons therefore. Such notice shall be delivered in person or sent by overnight delivery or sent by facsimile transmission to the Beneficiary and to INSERT ADDRESS. Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such non-complying draw request in accordance with the terms of this Letter of Credit.

All issuing bank charges are for the account of the Applicant.

This Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited, or amplified by reference to any other document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit contemplates multiple draws. Each draw shall reduce the amount available for subsequent draws under this Letter of Credit. The Stated Amount may be increased or reduced or reinstated by subsequent amendments hereto. No amendment to this Letter of Credit shall be effective without the written concurrence of the Letter of Credit Issuer, the Applicant, and the Beneficiary.

We hereby agree with you that documents presented under and in conformity with the terms and conditions of this Letter of Credit will be duly honored on presentation if presented on or before the expiration date of this Letter of Credit.

---

This Letter of Credit is governed by the provisions of the Uniforms Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP600") and matters not addressed by UCP600 shall be governed and construed in accordance with the laws of the State of Illinois.

BANK NAME

Attachment 1

**DRAW REQUEST**

BANK NAME  
STREET ADDRESS  
CITY, STATE ZIP

Copy to:  
INSERT NAME, LLC  
STREET ADDRESS  
CITY, STATE ZIP

Ladies and Gentlemen,

The undersigned INSERT TITLE on behalf of the INSERT ROAD AUTHORITY, \_\_\_\_\_ County, Illinois (the “Beneficiary” hereunder) hereby requests a draw in the amount of \$ \_\_\_\_\_ (this “Draw”) against the Irrevocable Letter of Credit dated \_\_\_\_\_, 20\_\_, (the “Letter of Credit”), issued by BANK NAME in favor of the Beneficiary. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents, and warrants that:

- A) This Draw is authorized by the INSERT ROAD AUTHORITY – Illinois Generation, LLC (“Developer”) Road Use Agreement dated August \_\_, 2025 entered into by and between Developer and the Beneficiary (the “Road Agreement”).
- B) The Beneficiary has determined that there has been a default under the Road Agreement and that by reason thereof the Beneficiary is entitled to the amount demanded. The Beneficiary has given written notice of such default to Developer in accordance with the terms of the Road Agreement and Developer has failed to cure the default within ten (10) days after receipt of the written notice.

OR

Beneficiary has received notice from the Letter of Credit Issuer of its intention not to extend the Letter of Credit beyond the current expiration date and Applicant has

failed, prior to the close of business on [ ] **[insert date which is not more than thirty (30) days before the present expiration date]**, to deliver to the Beneficiary a replacement Letter of Credit satisfying the requirements of the Agreement.

C) This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.

D) You are directed to make payment of this Draw to

\_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

Insert Road Authority  
as Beneficiary

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

**EXHIBIT L**

**MEMORANDUM OF AGREEMENT FORM**

*(attached)*

Prepared by:  
INSERT NAME, LLC  
c/o INSERT  
STREET ADDRESS  
CITY STATE ZIP

**Return to:**  
INSERT NAME, LLC  
c/o INSERT  
STREET ADDRESS  
CITY STATE ZIP

### MEMORANDUM OF AGREEMENT

**NOTICE IS HEREBY GIVEN** that a Road Use Agreement was entered into by and between the INSERT NAME OF THE ROAD AUTHORITY (the “**Road Authority**”) and Illinois Generation, LLC (“**Developer**”) concerning use of Local Roads (“**Agreement**”) under the jurisdiction of the Road Authority and affecting real estate in the following sections of INSERT NAME Township:

Township, \_\_\_\_ – Range, \_\_\_\_ – Sections \_\_\_\_

The Agreement imposed obligations upon Developer related to use of local roads for the construction of the Illinois Generation Wind Energy Facility. Under the Agreement, the Road Authority grants Developer the right to use the rights-of-way of the local roads for installation of transmission, communication, and collection system cable, subject to the terms and conditions of the Agreement and imposes conditions and obligations on Illinois Generation, LLC related to the company’s use of the local roads.

*[signatures and acknowledgments on next page]*

**ILLINOIS GENERATION, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County of \_\_\_\_\_ )

) ss

State of \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in the capacity as

\_\_\_\_\_ of Illinois Generation, LLC, s/he signed and delivered said instrument, as the free and voluntary act of said company and in accordance with authority granted by its managing member(s).

Given under my hand and notarial seal  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

**EXHIBIT M**

**AUTHORIZATION FOR RELEASE OF DELIVERY TICKETS**

Authorization to Release Delivery Tickets

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of Illinois Generation, LLC, you are hereby authorized to disclose to the  
INSERT ROAD AUTHORITY any requested delivery tickets concerning deliveries to the  
development commonly known as the Illinois Generation Wind Farm.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT N

NOTICE TO PROCEED **FORM**

NOTICE TO **PROCEED**

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3)     **RE:**    *Illinois Generation Wind Farm Project*

Dear Reader:

Please be advised that the [INSERT ROAD AUTHORITY NAME] accepts the pre-construction work performed on behalf of Illinois Generation as required by the Road Agreement in the following location(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following public roads may now be used for Project construction:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

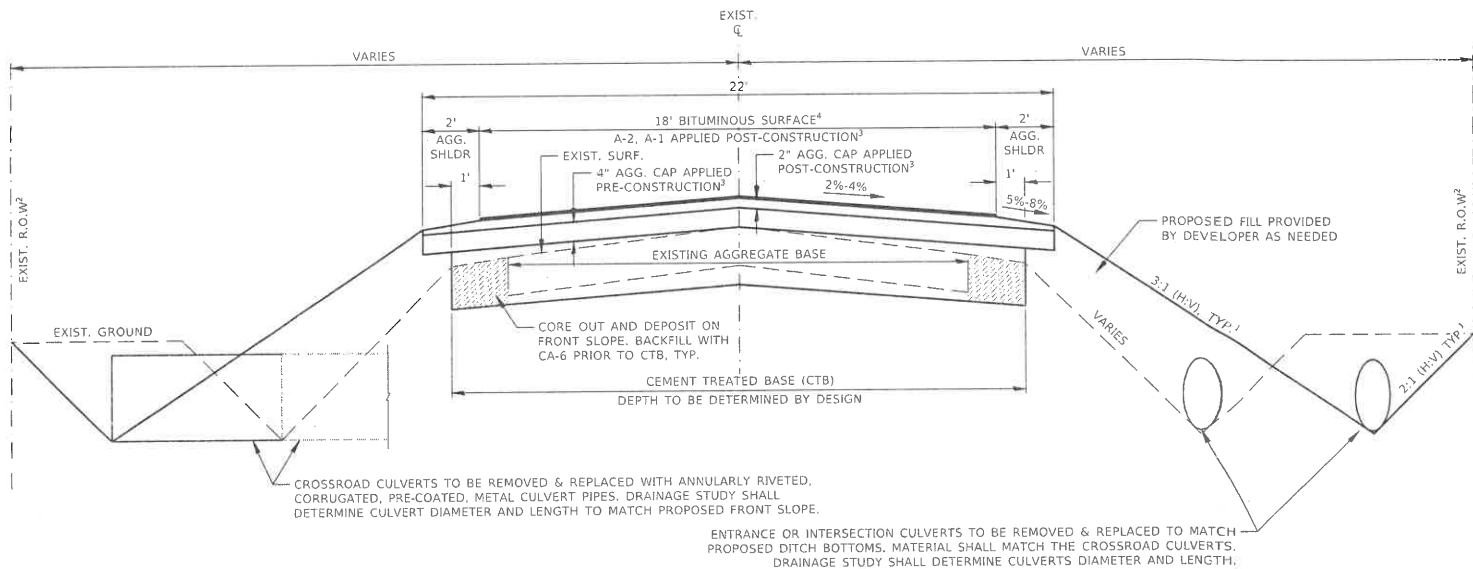
Sincerely,

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

**EXHIBIT O**

Cross – Sections

(see attached)



**TYPICAL SECTION 1**  
**TOWNSHIP PROPOSED TYPICAL CROSS SECTION (ADT < 250)<sup>5</sup>**  
EXISTING CROSS SECTION IS SHOWN AS AN EXAMPLE.  
THIS VARIES THROUGHOUT IN OVERALL WIDTH AND DITCH SLOPES.

1. WHERE PROPOSED 3:1 (H:V) FRONT SLOPE AND 2:1 BACK SLOPE DOES NOT ALLOW THE IMPROVEMENTS TO REMAIN WITHIN THE EXISTING R.O.W., A 2:1 FRONT SLOPE AND 1.5:1 BACK SLOPE MAY BE USED. IF THE PROPOSED IMPROVEMENTS STILL CANNOT REMAIN WITHIN THE EXISTING R.O.W., THEN ADDITIONAL R.O.W. WILL BE REQUIRED OR A VARIANCE FROM THE ROAD AUTHORITY.
2. MOST ROADWAYS DO NOT HAVE EXISTING ACQUIRED R.O.W. AND IS PRESCRIPTIVE BASED ON EXISTING OCCUPANCY.
3. PRE-CONSTRUCTION AND POST-CONSTRUCTION IS REFERRING TO THE CONSTRUCTION OF THE ACCESS ROADS AND WIND TURBINES.
4. 18' MINIMUM SURFACE WIDTH FOR AVERAGE DAILY TRAFFIC (ADT) THAT IS <250. IF THE EXISTING SURFACE WIDTH IS WIDER THAN THE MINIMUM REQUIRED, THEN MATCH EXISTING WIDTH.
5. THE ADT TO BE USED IN DETERMINING THE REQUIRED WIDTH SHALL BE THE KNOWN TRAFFIC COUNTS PRIOR TO CONSTRUCTION STARTING.