

Proceedings
of the
County Board
of
McLean County,
Illinois

March 20, 2007

*Subject to approval at
April 17, 2007
County Board Meeting*



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March 20, 2007

The McLean County Board met on Tuesday, March 20, 2007 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Ahart and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members John Butler, William Caisley, Don Cavallini, Rick Dean, George Gordon, Stan Hoselton, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Terry Baggett, Diane Bostic, and Michael Sweeney.

The following Member was absent:

Member Ann Harding

Consent Agenda:

Chairman Sweeney asked if there were any items to be amended or removed from the Consent Agenda. No requests were made at this time.

Consent Agenda:

- A. Approval of the Proceedings of the County Board, February 20, 2007

- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Audit Report #53 to be filed with the County Board – Motor Fuel Tax County Road Districts – 01/01/05-12/31/05
 - 2) Request Approval of Audit Report #72 to be filed with the County Board – Motor Fuel Tax McLean County – 01/01/05-12/31/07
 - 3) Request Approval of Audit Report #53 to be filed with the County Board – Township Bridge County Road Districts
 - 4) Request Approval of Resolution and Letting Results from February 14, 2007 County & Township 2007 MFT Maintenance Sections
 - 5) Request Approval of Resolution and Letting Results from February 27, 2007 County MFT and County & Township Non-MFT Maintenance Sections
 - 6) Request Approval of State of Illinois Disaster Assistance Application

- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the application in case SU-07-01, part of parcel 18-32-200-003, for a Special Use to allow a single family residence in the Agriculture District property which is located in Anchor Township immediately east of 3800 East Road (County Highway 17) and approximately 900 feet south of 1500 North Road
 - 2) Subdivision Cases:
 - a) Request Approval of the application for a waiver of Preliminary Plan requirements and a three lot final Subdivision Plat for the Kickapoo Estates Subdivision which is located in Randolph Township immediately west of 1675 East Road and approximately 3/8 of a mile north of 700 North Road, Case SU-07-02

- D. Transfer Ordinances

- E. Other Resolutions, Contracts, Leases, Agreements, Motions
- 1) Executive Committee
 - a) Request Approval of the 2007 Vehicle Bid Recommendation for the Sheriff's Department, Coroner's Office and the Parks and Recreation Department – Fleet Management
 - b) Quarterly Report of the Regional Office of Education – October 1 – December 31, 2006
 - 2) Justice Committee
 - a) Request Approval of Proclamation Naming April as Organ/Tissue Donor Awareness Month
- F. Chairman's Appointments with the Advice and Consent of the County Board:
- 1) REAPPOINTMENTS:

EMERGENCY TELEPHONE SYSTEM BOARD
Ms. Judy Mowery
511 East Newton Street
Heyworth, IL 61745
(Four-year term to expire on January 16, 2011)
 - 2) APPOINTMENTS:
None
 - 3) RESIGNATIONS
None
- G. Approval of Resolutions of Congratulations and Commendation



Agency: McLean County Road Districts	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2005
	Audit Number: 53
	Date: October 18, 2006

RECEIVED

FEB 01 2007

MCLEAN CO. HIGHWAY DEPT.



**Illinois Department
of Transportation**


Auditor's Certificate

McLean County Road Districts


Audit Report No. 53

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the McLean County Road Districts for the period beginning Jan. 1, 2005 and ending Dec. 31, 2005, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.


Auditor

REVIEWED AND APPROVED BY


District Local Roads and Streets Engineer

Date: 12/6/06



**Illinois Department
of Transportation**

Auditor's Comments

McLean County Road Districts

Audit Report No. 53

Audit Period: Jan. 1, 2005 to Dec. 31, 2005

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2005

The other receipts to the Motor Fuel Tax Fund were \$171,965.08 received as follows:

Interest 2005	58,346.54
Reimbursement	150.00
	65.50
Needy Township 05	31,257.04
	82,146.00
Total received:	\$171,965.08

The 2005 Maintenance Expenditure Statement (BLR 14320) has been filed and agrees with the Summary of Motor Fuel Tax Fund Transactions by section and category (BLR15106). Final Report (BLR13510) has been filed for section 98-27143-00-MG. This Audit was done on a selective sampling basis. Adequate records are available to support Fund activity.

SIGNED



**Illinois Department
of Transportation**

McLean County Road Districts

Fund Balance and Bank Reconciliation

Audit Report No. 53

Audit Period Jan. 1, 2005 - Dec. 31, 2005

Date: October 18, 2006

Fund Balance		Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	(46,450.07)	2,220,599.18		2,174,149.11	2754
Allocments	2,204,762.24	0.00		2,204,762.24	2842
Total MFT Funds	2,158,312.17	2,220,599.18		4,378,911.35	2967
Approved Authorizations	(1,538,767.21)	1,538,767.21		0.00	2986
Other Receipts		171,965.08		171,965.08	3001
Total	619,544.96	3,931,331.47		4,550,876.43	3005
Disbursements		2,195,512.66		2,195,512.66	
Surplus (Credits)	1,096,142.43	(1,096,142.43)		0.00	
Unexpended Balance	1,715,687.39	639,676.38		2,355,363.77	
Bank Reconciliation					
Balance in Fund per Bank Certificate Dec. 31, 2005					
Deduct Outstanding Warrants					
Add Outstanding Investments					
Additions outstanding Interest Dec 2005					
Subtractions bank error					
Net Balance in Account Dec. 31, 2005					

Certified Correct

Rachel Anderson
Auditor



Agency: COUNTY OF McLean County	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2005
	Audit Number: 72
	Date: October 20, 2006

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**Illinois Department
of Transportation**

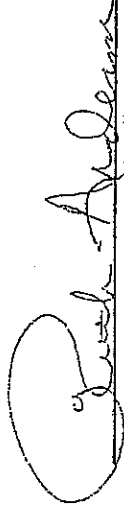
Auditor's Certificate

COUNTY OF McLean County

Audit Report No. 72

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the County of McLean County for the period beginning Jan. 1, 2005 and ending Dec. 31, 2005, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.


Auditor

REVIEWED AND APPROVED BY


District Local Roads and Streets Engineer

Date: 1/4/06



Illinois Department of Transportation

Auditor's Comments

COUNTY OF McLean County

Audit Report No. 72

Audit Period: Jan. 1, 2005 to Dec. 31, 2005

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2005

The other receipts to the Motor Fuel Tax Fund were \$427,584.22 received as follows:

Interest 2005	23,166.21
Reimbursement	15,407.01
County Consolidated	389,011.00

Total received: \$427,584.22

A Final Report (BLR 13510) is on file for the following sections: 99-000057-08-WR; 00-00181-00-FP; 01-00073-06-RP; 03-00149-02-RS; 04-00130-09-RS; 04-00122-03-RS; 04-00157-01-SM. The Maintenance Expenditure Statement for the 2005 program year has been filed and agrees with the Summary of Motor Fuel Tax Fund Transactions by section and category (BLR15106). Adequate records are available to support Fund activity. This audit was done on a selective sampling basis.

SIGNED

[Handwritten Signature]



**Illinois Department
of Transportation**

Fund Balance and Bank Reconciliation

COUNTY OF McLean County

Audit Report No. 72

Audit Period Jan. 1, 2005 - Dec. 31, 2005

Date: October 20, 2006

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants	
Balance Previous Audit	923,061.62	(696,652.71)	226,408.91		
Allotments	2,821,338.51	0.00	2,821,338.51		
Total MFT Funds	3,744,400.13	(696,652.71)	3,047,747.42		
Approved Authorizations	(4,962,097.96)	4,962,097.96	0.00		
Other Receipts		1,103,322.49	1,103,322.49		
Total	(1,217,697.83)	5,368,767.74	4,151,069.91		
Disbursements		2,743,867.26	2,743,867.26		
Surplus (Credits)	2,624,459.84	(2,624,459.84)	0.00		
Unexpended Balance	1,406,762.01	440.64	1,407,202.65		
Bank Reconciliation					
Balance in Fund per Bank Certificate Dec. 31, 2005			433,987.70	3241	341.00
Deduct Outstanding Warrants			2,390.68	3274	2,000.00
Add Outstanding investments			975,605.63	3287	49.68
Additions					
Subtraction's					
Net Balance in Account Dec. 31, 2005			1,407,202.65		

Certified Correct

Paul Anderson

Auditor



Agency: McLean County Road Districts Township Bridge	
Audit for: <input type="checkbox"/> Motor Fuel Tax <input checked="" type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2005
	Audit Number: 53
	Date: October 19, 2006

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MCLEAN CO. HIGHWAY DEPT.



**Illinois Department
of Transportation**


Auditor's Certificate

McLean County Road Districts Township Bridge Township Bridge

Supplemental
Audit Report No. 53


We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Township Bridge Fund of the McLean County Road Districts Township Bridge for the period beginning Jan. 1, 2005 and ending Dec. 31, 2005 and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.



Auditor

REVIEWED AND APPROVED BY



District Local Roads and Streets Engineer

Date:

1/12/07



**Illinois Department
of Transportation**

Auditor's Comments

McLean County Road Districts Township Bridge Township Bridge

Supplemental
Audit Report No. 53

Audit Period: Jan. 1, 2005 to Dec. 31, 2005

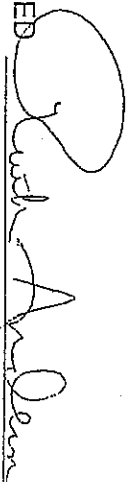
Purpose of Audit: To determine the status of Township Bridge Funds as of Dec. 31, 2005

The other receipts to the Township Bridge Fund were \$67,411.28 received as follows:

Interest 2005	9,201.12
Reimbursement	58,210.16

TOTAL 67,411.28

Final Report (BLR13510) has been filed for Section 00-09124-00-BR; 00-21130-00-BR; 00-26132-00-BR. Adequate records are available to support Fund activity. This audit was done on a selective sampling basis.

SIGNED 



**Illinois Department
of Transportation**

Fund Balance and Bank Reconciliation

McLean County Road Districts Township Bridge Township Bridge

Supplemental
Audit Report No. 53

Audit Period Jan. 1, 2005 - Dec. 31, 2005

Date: _____
October 19, 2006

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	127,232.42	1,262,941.60	1,390,174.02	
Allotments	505,750.66	0.00	505,750.66	
Total MFT Funds	632,983.08	1,262,941.60	1,895,924.68	
Approved Authorizations	(505,750.66)	505,750.66	0.00	
Other Receipts		78,632.99	78,632.99	
Total	127,232.42	1,847,325.25	1,974,557.67	
Disbursements		1,526,227.35	1,526,227.35	
Surplus (Credits)	15,061.98	(15,061.98)	0.00	
Unexpended Balance	142,294.40	306,035.92	448,330.32	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec. 31, 2005			129,491.05	
Deduct Outstanding Warrants				
Add Outstanding investments			318,839.27	
Additions				
Subtraction's				
Net Balance in Account Dec. 31, 2005			448,330.32	

Certified Correct

[Signature]
Auditor

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on March 6, 2007, for a letting held on February 14, 2007 for McLean County and twenty-five (25) Road District 2007 MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on March 6, 2007, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following materials:

2007 MFT MAINTENANCE SECTIONS:

Beniach Construction Co, Inc, PO Box 20, Tuscola, Illinois, was the successful bidder on the following sections:

McLean County	Sec 07-00000-00-GM	GR 2	@	\$227,226.15
Anchor RD	Sec 07-02000-00-GM	GR 2A	@	\$34,712.00
Cheney's Grove RD	Sec 07-08000-00-GM	GR 2A	@	\$48,418.00
Chenoa RD	Sec 07-09000-00-GM	GR 2	@	\$45,670.00
Cropsey RD	Sec 07-10000-00-GM	GR 2A	@	\$31,304.50
Dale RD	Sec 07-11000-00-GM	GR 2A	@	\$26,651.50
Dawson RD	Sec 07-13000-00-GM	GR 2A	@	\$30,439.50
Downs RD	Sec 07-14000-00-GM	GR 2	@	\$26,699.45
Dry Grove RD	Sec 07-15000-00-GM	GR 2	@	\$94,365.00
Lexington RD	Sec 07-21000-00-GM	GR 2	@	\$79,843.75
Money Creek RD	Sec 07-23000-00-GM	GR 2	@	\$42,262.50
Mount Hope RD	Sec 07-24000-00-GM	GR 2	@	\$60,850.00
Normal RD	Sec 07-25000-00-GM	GR 2A	@	\$23,595.00
Old Town RD	Sec 07-26000-00-GM	GR 2	@	\$64,675.00
Randolph RD	Sec 07-27000-00-GM	GR 2	@	\$43,700.50
West RD	Sec 07-29000-00-GM	GR 2A	@	\$25,019.26

Rowe Construction Co, a Div of RA Cullinan & Son, Inc, 1523 N Cottage Ave, PO Box 609, Bloomington, Illinois, was the successful bidder on the following sections:

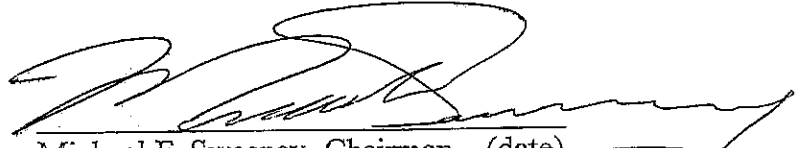
Allin RD	Sec 07-01000-00-GM	GR 1A	@	\$16,235.24
Towanda RD	Sec 07-28000-00-GM	GR 2	@	\$65,172.50
Yates RD	Sec 07-31000-00-GM	GR 2	@	\$49,092.00

Steffens 3-D Construction, Inc, 2503 CR 1250 North, El Paso, Illinois, was the successful bidder on the following sections:

Bellflower RD	Sec 07-04000-00-GM	GR 2A	@	\$59,502.50
Blue Mound RD	Sec 07-07000-00-GM	GR 2	@	\$69,109.00
Funk's Grove RD	Sec 07-17000-00-GM	GR 1	@	\$20,170.00
Gridley RD	Sec 07-18000-00-GM	GR 1A	@	\$23,925.00
		GR 2A	@	\$43,415.00
Hudson RD	Sec 07-19000-00-GM	GR 2A	@	\$31,659.00
Martin RD	Sec 07-22000-00-GM	GR 2A	@	\$31,495.00

Emulsicoat, Inc, 705 E University Ave, Urbana, Illinois, was the successful bidder on the following section:

Lawndale RDSec 07-20000-00-GMGR 17 @ \$43,368.00


Michael F. Sweeney, Chairman (date)

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on March 20, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 20th day of March A.D., 2007.

[SEAL}


County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT

FEBRUARY 14, 2007

BLUE MOUND RD
SEC. 07-07000-00-GM GR 2

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS BID CHECK UNIT PRICE TOTAL
On Road	Gallon	30,300	\$1.85	\$56,055.00	\$1.49	\$44,844.00	\$1.49	\$45,147.00	\$1.50
Fum & Spread	Ton	1,150	\$30.00	\$34,500.00	\$21.18	\$24,357.00	\$23.36	\$26,864.00	\$0.11
				\$90,555.00	\$69,504.00	\$69,109.00	\$72,011.00	\$0.00	\$49,868
					-23.25%	-23.68%	-20.48%	-100.00%	-100.00

CHENEYS GROVE RD
SEC. 07-08000-00-GM GR 2A

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS BID CHECK UNIT PRICE TOTAL
On Road	Gallon	28,300	\$1.85	\$52,355.00	\$1.49	\$42,187.00	\$1.50	\$42,450.00	\$1.50
Load & Spread	Sq Yd	65,800	\$0.18	\$11,844.00	\$0.085	\$6,251.00	\$0.13	\$8,554.00	\$0.11
				\$64,199.00	\$48,418.00	\$48,780.00	\$51,004.00	\$0.00	\$7,238
					-24.58%	-22.46%	-20.55%	-100.00%	\$49,868
									-22.6

CHENOA RD
SEC. 07-09000-00-GM GR 2

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS BID CHECK UNIT PRICE TOTAL
On Road	Gallon	18,200	\$2.15	\$39,130.00	\$1.84	\$35,308.00	\$2.02	\$36,764.00	\$2.00
Fum & Spread	Ton	600	\$27.00	\$16,200.00	\$17.27	\$10,362.00	\$18.93	\$11,358.00	\$0.00
				\$55,330.00	\$45,670.00	\$48,990.00	\$48,122.00	\$0.00	\$0.00
					-17.46%	-11.46%	-13.03%	-100.00%	-100.00

CROPSEY RD
SEC. 07-10000-00-GM GR 2A

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS BID CHECK UNIT PRICE TOTAL
On Road	Gallon	18,300	\$1.85	\$33,855.00	\$1.49	\$27,267.00	\$1.54	\$28,182.00	\$1.50
Load & Spread	Sq Yd	42,500	\$0.18	\$7,650.00	\$0.095	\$4,037.50	\$0.14	\$5,950.00	\$0.12
				\$41,505.00	\$31,304.50	\$32,243.00	\$34,132.00	\$0.00	\$32,550.00
					-24.58%	-22.32%	-17.76%	-21.58%	-100.00

DALE RD
SEC. 07-11000-00-GM GR 2A

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS BID CHECK UNIT PRICE TOTAL
On Road	Gallon	15,100	\$1.85	\$27,935.00	\$1.49	\$22,489.00	\$1.54	\$23,254.00	\$1.50
Load & Spread	Sq Yd	37,750	\$0.18	\$6,795.00	\$0.11	\$4,152.50	\$0.15	\$5,682.50	\$0.12
				\$34,730.00	\$26,641.50	\$28,463.50	\$28,916.50	\$0.00	\$32,550.00
					-23.26%	-18.04%	-15.74%	-100.00%	-100.00

McLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 14, 2007

DAWSON RD
SEC. 07-13000-00-GM GR 2A

DELIVERY	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
On Road	17,550	Gallon	\$1.85	\$32,467.50	\$1.49 \$26,149.50	\$1.51 \$26,500.50	\$1.53 \$26,851.50	\$0.00	\$0.00
Load & Spread	39,000	Sq Yd	\$0.20	\$7,800.00	\$0.11 \$4,290.00	\$0.12 \$4,680.00	\$0.15 \$5,850.00	\$0.00	\$0.00
				\$40,267.50	\$30,439.50	\$31,180.50	\$32,701.50	\$0.00	\$0.00
					-24.41%	-22.57%	-18.79%	-100.00%	-100.00%

DOWNS RD
SEC. 07-14000-00-GM GR 2

DELIVERY	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
On Road	400	Gallon	\$5.00	\$2,000.00	\$4.00 \$1,600.00	\$5.00 \$2,400.00	\$3.84 \$1,536.00	\$0.00	\$0.00
On Road	7,600	Gallon	\$2.15	\$16,340.00	\$2.16 \$16,416.00	\$2.25 \$17,100.00	\$2.22 \$16,872.00	\$0.00	\$0.00
Fum & Spread	950	Ton	\$30.00	\$10,500.00	\$23.84 \$9,344.00	\$25.00 \$9,750.00	\$25.35 \$8,872.50	\$0.00	\$0.00
Fum & Spread	15	Ton	\$30.00	\$450.00	\$22.63 \$339.45	\$38.00 \$570.00	\$32.54 \$488.10	\$0.00	\$0.00
				\$29,290.00	\$28,699.45	\$28,620.00	\$27,768.60	\$0.00	\$0.00
					-8.84%	-1.60%	-5.19%	-100.00%	-100.00%

DRY GROVE RD
SEC. 07-15000-00-GM GR 2

DELIVERY	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
On Road	45,000	Gallon	\$1.85	\$83,250.00	\$1.49 \$67,050.00	\$1.48 \$66,600.00	\$1.50 \$67,500.00	\$0.00	\$0.00
Fum & Spread	425	Ton	\$30.00	\$12,750.00	\$17.40 \$7,395.00	\$22.00 \$9,350.00	\$20.15 \$8,563.75	\$0.00	\$0.00
Fum & Spread	1,200	Ton	\$28.00	\$33,600.00	\$16.60 \$19,920.00	\$20.00 \$24,000.00	\$19.20 \$23,040.00	\$0.00	\$0.00
				\$129,600.00	\$94,365.00	\$99,950.00	\$99,103.75	\$0.00	\$0.00
					-27.19%	-22.86%	-23.53%	-100.00%	-100.00%

FUNKS GROVE RD
SEC. 07-17000-00-GM GR 1

DELIVERY	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
On Road	6,000	Gallon	\$2.40	\$14,400.00	\$2.58 \$15,480.00	\$2.25 \$13,500.00	\$2.33 \$13,980.00	\$0.00	\$0.00
Fum & Spread	230	Ton	\$27.00	\$6,210.00	\$33.00 \$7,590.00	\$29.00 \$6,670.00	\$27.71 \$6,373.30	\$0.00	\$0.00
				\$20,610.00	\$23,070.00	\$20,170.00	\$20,353.30	\$0.00	\$0.00
					11.94%	-2.13%	-1.25%	-100.00%	-100.00%

GRIDLEY RD
SEC. 07-18000-00-GM GR 1A

DELIVERY	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
On Road	7,500	Gallon	\$2.50	\$18,750.00	\$2.34 \$17,550.00	\$2.29 \$17,175.00	\$2.37 \$17,775.00	\$0.00	\$0.00
Load & Spread	25,000	Sq Yd	\$0.40	\$10,000.00	\$0.28 \$7,000.00	\$0.27 \$6,750.00	\$0.29 \$7,250.00	\$0.00	\$0.00
				\$28,750.00	\$24,550.00	\$23,925.00	\$25,025.00	\$0.00	\$0.00
					-14.61%	-16.78%	-12.96%	-100.00%	-100.00%

McLEAN COUNTY HIGHWAY DEPARTMENT

FEBRUARY 14, 2007

GRIDLEY RD
SEC. 07-18000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENMACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malt's CRS-2	On Road	Gallon	25,500	\$1.85	\$47,175.00	\$1.49	\$1.47	\$1.50	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	59,300	\$0.18	\$10,674.00	\$0.11	\$0.10	\$0.15	\$0.00	\$0.00
					\$57,849.00	\$44,518.00	\$43,415.00	\$47,145.00	\$0.00	\$0.00
						-23.04%	-24.95%	-18.50%	-100.00%	-100.00%

HUDSON RD
SEC. 07-19000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENMACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malt's CRS-2	On Road	Gallon	19,300	\$1.85	\$33,855.00	\$1.49	\$1.48	\$1.54	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	45,750	\$0.20	\$9,150.00	\$0.11	\$0.10	\$0.15	\$0.00	\$0.00
					\$43,005.00	\$32,299.50	\$31,659.00	\$35,044.50	\$0.00	\$0.00
						-24.85%	-26.38%	-18.51%	-100.00%	-100.00%

LAWINDALE RD
SEC. 07-20000-00-GM GR 17

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENMACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malt's CRS-2	FOB Typ Shed	Gallon	31,200	\$1.50	\$46,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$46,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						-100.00%	-100.00%	-100.00%	-100.00%	-100.00%

LXINGTON RD
SEC. 07-21000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	BENMACH BID BOND	STEFFENS BID CHECK	ROWE BID BOND	GENERAL MATERIALS	GRAYS
Bit Malt's Pr Ct (MC-30)	On Road	Gallon	4,400	\$5.00	\$22,000.00	\$2.50	\$2.44	\$2.52	\$0.00	\$0.00
Bit Malt's PG 46-28	On Road	Gallon	12,100	\$2.15	\$26,015.00	\$2.00	\$2.19	\$2.03	\$0.00	\$0.00
Bit Malt's CRS-2	On Road	Gallon	14,800	\$1.85	\$27,010.00	\$1.49	\$1.55	\$1.59	\$0.00	\$0.00
Cover Ct Agg CA-14 (Gravel Only)	Furn & Spread	Ton	875	\$30.00	\$26,250.00	\$23.35	\$21.50	\$22.32	\$0.00	\$0.00
Seal Ct Agg CA-15/16 (Gravel Only)	Furn & Spread	Ton	110	\$28.00	\$3,080.00	\$22.35	\$21.00	\$31.82	\$0.00	\$0.00
					\$104,355.00	\$79,843.75	\$80,987.50	\$81,895.20	\$0.00	\$0.00
						-23.49%	-22.39%	-21.52%	-100.00%	-100.00%

McLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 14, 2007

MARTIN RD
SEC. 07-22000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS BID CHECK UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
BH Mat's CRS-2	On Road	Gallon	16,500	\$1.85	\$34,225.00	\$1.49	\$1.47	\$1.54	\$1.50	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	43,000	\$0.18	\$7,740.00	\$0.11	\$0.10	\$0.15	\$0.13	\$0.00
					\$41,965.00	\$4,730.00	\$31,465.00	\$34,940.00	\$33,940.00	\$0.00
						-23.04%	-24.95%	-16.74%	-20.55%	-100.00%

MONEY CREEK RD
SEC. 07-23000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS BID CHECK UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
BH Mat's Pr Ct (MC-30)	On Road	Gallon	3,300	\$5.00	\$16,500.00	\$2.50	\$2.56	\$3.10	\$0.00	\$0.00
BH Mat's PG 46-28	On Road	Gallon	11,700	\$2.15	\$25,155.00	\$2.00	\$2.12	\$2.07	\$2.00	\$0.00
Cover Ct Agg CA-14 (Gravel Only)	Furn & Spread	Ton	200	\$30.00	\$6,000.00	\$25.50	\$23.00	\$26.78	\$0.00	\$0.00
Seal Ct Agg CA-15/16 (Gravel Only)	Furn & Spread	Ton	225	\$28.00	\$6,300.00	\$24.50	\$23.00	\$26.44	\$0.00	\$0.00
					\$33,955.00	\$42,262.50	\$43,063.00	\$45,754.00	\$0.00	\$0.00
						-21.67%	-20.13%	-15.20%	-100.00%	-100.00%

MOUNT HOPE RD
SEC. 07-24000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS BID CHECK UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
BH Mat's CRS-2	On Road	Gallon	30,000	\$1.85	\$55,500.00	\$1.49	\$1.51	\$1.53	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Furn & Spread	Ton	1,000	\$28.00	\$28,000.00	\$16.15	\$20.10	\$16.52	\$0.00	\$0.00
					\$83,500.00	\$60,650.00	\$55,400.00	\$62,420.00	\$0.00	\$0.00
						-27.13%	-20.68%	-25.25%	-100.00%	-100.00%

NORMAL RD
SEC. 07-25000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS BID CHECK UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
BH Mat's CRS-2	On Road	Gallon	13,000	\$1.85	\$24,050.00	\$1.49	\$1.52	\$1.55	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	32,500	\$0.18	\$5,850.00	\$0.13	\$0.15	\$0.16	\$0.00	\$0.00
					\$29,900.00	\$23,595.00	\$24,635.00	\$25,350.00	\$0.00	\$0.00
						-21.09%	-17.61%	-15.22%	-100.00%	-100.00%

OLD TOWN RD
SEC. 07-26000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS BID CHECK UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
BH Mat's PG 46-28	On Road	Gallon	23,000	\$2.15	\$49,450.00	\$2.00	\$1.99	\$1.98	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Furn & Spread	Ton	900	\$28.00	\$25,200.00	\$20.75	\$25.00	\$23.18	\$0.00	\$0.00
					\$74,650.00	\$64,675.00	\$68,270.00	\$66,402.00	\$0.00	\$0.00
						-13.36%	-8.55%	-11.06%	-100.00%	-100.00%

McLEAN COUNTY HIGHWAY DEPARTMENT
FEBRUARY 14, 2007

RANDOLPH RD
 SEC. 07-27000-00-GM GR 2

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS ESTIMATE TOTAL	BERMACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
On Road	Gallon	21,200	\$1.85	\$39,220.00	\$39,220.00	\$1.49 \$31,598.00	\$1.52 \$32,224.00	\$1.55 \$32,860.00	\$0.00 \$0.00	\$0.00 \$0.00
Furn & Spread	Ton	750	\$24.00	\$18,000.00	\$18,000.00	\$16.15 \$12,112.50	\$21.00 \$15,750.00	\$11.625 \$8,718.75	\$0.00 \$0.00	\$0.00 \$0.00
				\$57,220.00	\$57,220.00	\$43,700.50	\$47,974.00	\$44,485.00	\$0.00 \$0.00	\$0.00 \$0.00
						-23.63%	-16.16%	-22.26%	-100.00%	-100.00%

TOWANDA RD
 SEC. 07-28000-00-GM GR 2

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS ESTIMATE TOTAL	BERMACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
On Road	Gallon	24,800	\$2.15	\$52,890.00	\$52,890.00	\$2.00 \$49,200.00	\$1.98 \$49,708.00	\$1.97 \$48,482.00	\$0.00 \$0.00	\$0.00 \$0.00
Furn & Spread	Ton	950	\$27.00	\$25,650.00	\$25,650.00	\$20.25 \$19,237.50	\$19.00 \$18,050.00	\$17.59 \$16,710.50	\$0.00 \$0.00	\$0.00 \$0.00
				\$78,540.00	\$78,540.00	\$68,437.50	\$68,758.00	\$65,172.50	\$0.00 \$0.00	\$0.00 \$0.00
						-12.86%	-15.00%	-17.02%	-100.00%	-100.00%

WEST RD
 SEC. 07-29000-00-GM GR 2A

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS ESTIMATE TOTAL	BERMACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
On Road	Gallon	2,000	\$5.00	\$10,000.00	\$10,000.00	\$2.75 \$5,500.00	\$4.25 \$8,500.00	\$3.23 \$6,460.00	\$0.00 \$0.00	\$0.00 \$0.00
On Road	Gallon	10,150	\$1.85	\$18,777.50	\$18,777.50	\$1.49 \$15,123.50	\$1.60 \$16,240.00	\$1.59 \$16,138.50	\$0.00 \$0.00	\$0.00 \$0.00
Load & Spread	Sq Yd	9,424	\$0.40	\$3,769.60	\$3,769.60	\$0.24 \$2,251.76	\$0.14 \$1,319.36	\$0.27 \$2,544.48	\$0.00 \$0.00	\$0.00 \$0.00
Load & Spread	Sq Yd	9,700	\$0.18	\$1,746.00	\$1,746.00	\$0.22 \$2,134.00	\$0.16 \$1,552.00	\$0.24 \$2,328.00	\$0.00 \$0.00	\$0.00 \$0.00
				\$34,293.10	\$34,293.10	\$25,019.26	\$27,611.36	\$27,470.98	\$0.00 \$0.00	\$0.00 \$0.00
						-27.04%	-19.48%	-19.89%	-100.00%	-100.00%

YATES RD
 SEC. 07-31000-00-GM GR 2

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS ESTIMATE TOTAL	BERMACH BID BOND UNIT PRICE TOTAL	STEFFENS BID CHECK UNIT PRICE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	GENERAL MATERIALS UNIT PRICE TOTAL	GRAYS UNIT PRICE TOTAL
On Road	Gallon	24,300	\$1.85	\$44,955.00	\$44,955.00	\$1.49 \$36,207.00	\$1.46 \$35,478.00	\$1.48 \$35,964.00	\$0.00 \$0.00	\$0.00 \$0.00
Furn & Spread	Ton	800	\$23.00	\$18,400.00	\$18,400.00	\$17.05 \$13,640.00	\$19.25 \$15,400.00	\$16.41 \$13,128.00	\$0.00 \$0.00	\$0.00 \$0.00
				\$63,355.00	\$63,355.00	\$49,847.00	\$50,878.00	\$49,092.00	\$0.00 \$0.00	\$0.00 \$0.00
						-21.32%	-19.69%	-22.51%	-100.00%	-100.00%

**RESOLUTION BY THE COUNTY BOARD OF McLEAN COUNTY
FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on March 6, 2007, for a letting held on February 27, 2007 for McLean County 2007 MFT Maintenance Sections and McLean County & one (1) Road District 2007 Non-MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on March 6, 2007, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following materials:

2007 MFT MAINTENANCE SECTIONS:

Osburn Associates, Inc, PO Box 912, Logan, Ohio 43138, was the successful bidder on the following section:

McLean CountySec 07-00000-00-GMGR 11 @ \$33,818.65

Sherwin Industries, Inc. 2129 W Morgan Ave, Milwaukee, WI 53221, was the successful bidder on the following section:

McLean CountySec 07-00000-00-GMCrack Sealer @ \$22,897.00

2007 Non-MFT MAINTENANCE SECTIONS:

McLean CountySec 2007 Non-MFTGR 9

The successful bidders on the above section were:

McLean County Asphalt Co, Inc, @ \$20,400.00
1100 W Market St, Bloomington, IL 61701

Rowe Construction Co, a Div of RA Cullinan & Son, Inc..... @ \$22,000.00
1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609

McLean County Asphalt Co, Inc, 1100 W Market St, Bloomington, IL 61701, was the successful bidder on the following section:

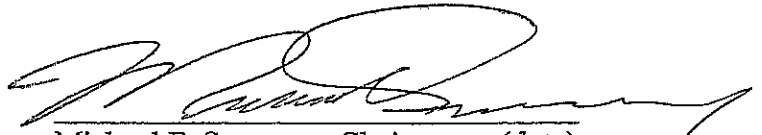
McLean CountySec 2007 Non-MFTGR 10 @ \$50,300.00

Rowe Construction Co, a Div of RA Cullinan & Son, Inc, 1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609, was the successful bidder on the following section:

McLean CountySec 06-00140-03-SMAttowsmith Rd (CH 15) @ \$279,904.67

Opperman Construction Co, 16535 N 1650 East Rd, Pontiac, IL 61764, was the successful bidder on the following section:

Old Town RDSec 2004 Old Town Non-MFT Culvert @ \$302,427.00


Michael F. Sweeney, Chairman (date)

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on March 20, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 20th day of March A.D., 2007.

[SEAL}


County Clerk



DISASTER ASSISTANCE APPLICATION

Application Identification

Federal Disaster Number: EM-3134-IL Declaration Date: 11/30/06 to 12/3/06
 CFDA Number: 83.544 Title: Public Assistance Grants

Applicant Information

Applicant's Name: McLean County Highway Department
 Street Address: 102 S. Towanda Barnes Road
 City, State, Zip Code (nine-digit): Bloomington, IL 61704
 Federal Employer Identification Number (FEIN): 37-6001569
 Fiscal Year Start Date: January 1
 Public Assistance ID Number: _____

Designation of Applicant's Agent

Agent's Name and Title: John E. Mitchell, County Engineer
 Agent's Organization: McLean County Highway Department
 Street Address: 102 S. Towanda Barnes Rd.
 City, State, Zip Code (nine-digit): Bloomington, IL 61704
 Work Phone #: (309) 663-9445 Fax Phone #: (309) 662-8038

Type of Applicant

- | | |
|------------------------------------|--------------------------------|
| A State Government | F Higher Education Institution |
| B County Government | G Indian Tribe |
| C Township/City/Village Government | H Private, Non-Profit |
| D School District | I Other (Specify) _____ |
| E General Purpose District | |

Enter Appropriate Letter B

Signatures

Applicant's Authorized Representative:

Governor's Authorized Representative:

Signature Michael F. Sweeney Date _____
 Chairman, McLean County Board

Signature _____ Date _____

Instructions for completing the State of Illinois Disaster Assistance Application

- Purpose** The purpose of this form is to make an initial request for Disaster Assistance from the State of Illinois and designate an Applicant's Agent.
- Applicant's Agent** In accordance with State and local law, the chief executive officer (CEO) for the Applicant may designate an Applicant's Agent to act as the Applicant's representative for transactions involving Public Assistance projects and funds.
- General** All items on the form must be completed by the Applicant and returned to the Illinois Emergency Management Agency (IEMA). Incomplete forms will be returned to the Applicant.
-

Application Information

- Federal Disaster No.** Enter the four-digit Federal Disaster Number from the Disaster Fact Sheet. This number will usually be in the following format: FEMA-XXXX-DR-IL, where XXXX is the four-digit Federal disaster number.
- Declaration Date** Enter the Declaration Date from the Disaster Fact Sheet. This the date the disaster was declared a major disaster by the President.

Applicant Information

- Applicant's Name** Enter the name of the Applicant organization or jurisdiction.
- Street Address** Enter the Applicant organization or jurisdiction street mailing address. This address should include any P.O. Box numbers necessary.
- City, State, Zip Code** Enter the City, State and nine-digit Zip Code for the Applicant organization or jurisdiction.
- FEIN** Enter the Federal Employer Identification Number (FEIN) for the Applicant organization or jurisdiction.
- Fiscal Year Start Date** Enter the date the applicant's fiscal year starts (e.g. 7/1 or July 1).
- Public Assistance ID No.** Enter the eight-digit Applicant's Public Assistance ID Number. This number will usually be in the following format: YYY-ZZZZZ, where YYY is the FIPS code for the county the Applicant is located within and ZZZZZ is the code for city or village the Applicant is located within.

Designation of Applicant's Agent

- Agent's Name and Title** Enter the full name and title of the Applicant's Agent.
- Agent's Organization** Enter the full name of the Agent's organization or jurisdiction. This may be different from the Applicant's name in some cases.
- Street Address** Enter the street mailing address for the Applicant's Agent. This address should include any apartment or P.O. Box numbers necessary.
- City, State, Zip Code** Enter the City, State and nine-digit Zip Code for the Applicant's Agent.
- Work Telephone No.** Enter the work telephone number of the Applicant's Agent, including the area code.
- Fax Telephone No.** Enter the fax telephone number for the Applicant's Agent, including the area code.
- Type of Applicant** Enter the letter for the type of applicant based on the choices shown.

Signatures

- Applicant's Authorized Representative** The applicant's authorized representative is the chief executive officer (CEO) for the Applicant. This person is typically the mayor, county board chairman, director, president, etc. that has the authority by State and/or local law to apply for disaster assistance and designate the Applicant's Agent for the subgrant.



PUBLIC ASSISTANCE GRANT AGREEMENT

Title: Public Assistance Grants

CFDA Number: 97.036

Page 1 of 2

Federal Declaration Number

FEMA - 1681 - DR - IL

Declaration Date

2/27/07

PA ID Number (filled by IEMA)

APPLICANT ORGANIZATION INFORMATION

Applicant Organization Name

McLean County Highway Department

Street Address

102 S. Towanda Barnes Road

City

Bloomington

State

IL

ZIP Code (ZIP+4)

61704

County

McLean

Federal Employer Identification Number (FEIN)

37-6001569

Fiscal Year Start Date

January 1

APPLICANT'S AGENT INFORMATION

Name

John E. Mitchell

Title

County Engineer

Organization Name

McLean County Highway Department

Street Address

102 S. Towanda Barnes Road

City

Bloomington

State

IL

ZIP Code (ZIP+4)

61704

E-Mail Address

jack.mitchell@mcleancounty

Business Phone Number

(309) 663-9445

Cell Phone Number

Fax Phone Number

il.gov

(309) 662-8038

TYPE OF APPLICANT

(Circle appropriate type of applicant organization)

A State Government

D City/Village Government

G Higher Education Institution

B County Government

E School District

H Native American Tribe

C Township Government

F Special District

I Private Non-Profit Organization

GRANT CONDITIONS

As the authorized representative of the Applicant, I agree and certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability to ensure proper planning, management and completion of work for which funding is being provided under the Grant.
2. Will comply with all applicable Federal and State laws and regulations.
3. Will comply with all written guidance issued by the State of Illinois regarding the Public Assistance Program. The Illinois Emergency Management Agency, as administrator of the Public Assistance Program, shall serve as the interpreter of all guidance under the Program and has the authority to take any action necessary to bring an applicant into compliance with Program requirements and policy.
4. Will return to the State of Illinois all Federal or State grant funds that are not expended on eligible work or are accidentally over-advanced. The State of Illinois may recapture those funds not expended on eligible work or over-advanced in accordance Federal and State laws and regulations.
5. Is not applying for disaster assistance for which it is receiving duplicate benefits for the same loss from another source.
6. Will provide all necessary forms, documentation and information as required or requested by the Illinois Emergency Management Agency to administer the Public Assistance Program.
7. Will comply with the requirements of the Single Audit Act of 1984 (as amended) and OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations."
8. Will give the Federal Emergency Management Agency, Comptroller of the United States and Illinois Emergency Management Agency access to and the right to examine all records, books, papers, or other documents related to the assistance and will establish a proper accounting system in accordance with generally accepted accounting standards.

Continued on back of page

9. Will comply with the insurance requirements of the Robert T. Stafford Act (P.L. 93,288, as amended), to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.
10. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or part with Federal funds.
11. Will not enter into a contract with a contractor who is on any Federal or State debarred contractors list.
12. Will comply with the provisions of the Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of higher education, hospitals and other non-profit organizations.
13. Will comply with the provision of the Drug-Free Workplace Act of 1988 (44 CFR, Part 17, Subpart F).
14. Will comply with all Federal and State laws and regulations relating to non-discrimination.
15. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-71), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) and the Illinois Prevailing Wage Act (820 ILCS 130/1).
16. Will establish safeguards to prohibit employees, contractors and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
17. Will hold harmless the United States and its agents and employees, and the State of Illinois and its agents and employees, from and against all claims, damages, losses and expenses arising out of or resulting from the approval of work, regardless whether or not such claim, damage, loss or expense is entirely or in part by the United States or the State of Illinois.
18. Will pay no Federal appropriated funds to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
19. Will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by any applicable Federal, State and local agencies for the maintenance and operations of such facilities.
20. Will, for any repairs or construction funded herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the appropriate action to mitigate such hazards, including safe land use and construction practices.
21. Has been informed that obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this subgrant.
22. Is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person or organization from entering into a contract with a State agency if they know or should know that they are delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The applicant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the applicant is determined to be delinquent in the payment of any debt during the term of the contract.

Certification

The subgrantee certifies they have read and will comply with the grant conditions, and the information provided in the grant agreement is true.

Applicant's Authorized Representative (signature)

Governor's Authorized Representative (GAR)

Title
Chairman, McLean County

Date

Board

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Amy Toohill in case SU-07-01, part of parcel 18-32-200-003. She is requesting a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on property which is located in Anchor Township immediately east of 3800 East Road (County Highway 17) and approximately 900 feet south of 1500 North Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on March 6, 2007 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 1.5 acre property is vacant and is currently in crop production. The property has 200 feet of frontage on the west side of 3800 East Road, an asphalt road 24 feet in width. The property is relatively flat and drains to the south and west.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the A-Agriculture District. The land to the north, south and east is in crop production. A farm dwelling owned by the applicant's parents is located to the west.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 105 out of 125 points. The site assessment score was 119 out of 175 points. The total LESA score was 224 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is the daughter of the owner of the original agriculture tract from which this property is being set aside. The applicant indicated that she helps her father with raising hogs on the adjacent property.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the daughter of the owner of the agricultural tract from which the proposed lot is being set aside is compatible with uses in the vicinity.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is the daughter of the owner of the farm from which this property is set aside.

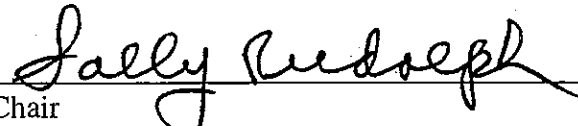
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system that will need to be approved by the County Health Department. The applicant is working with the Health Department to install a new septic system for her parent's house that will remain on the farm. This will need to be addressed when the property is subdivided. The property has 200 feet of frontage on the west side of 3800 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant has obtained approval from the County Highway Department for the applicant to use the existing entrance for the proposed dwelling.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided one of the initial occupants of the proposed dwelling is the applicant and provided a one lot subdivision is approved for the proposed residence.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations and provided the above conditions are met.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member Joe Elble was absent.

Respectfully submitted this 5th day of September 2006, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
James Finnigan
Drake Zimmerman
David Kinsella
Jerry Hoffman
Michael Kuritz

ORDINANCE OF APPROVAL
OF FINAL PLAT
Kickapoo Estates Subdivision, File S-07-02

WHEREAS, Harry Hall has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Kickapoo Estates Subdivision, file number S-06-18, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Harry Hall has subdivided three lots from his agricultural tract; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

BE IT ORDAINED that the said waiver and final plat for the aforesaid Kickapoo Estates Subdivision be and hereby are approved.

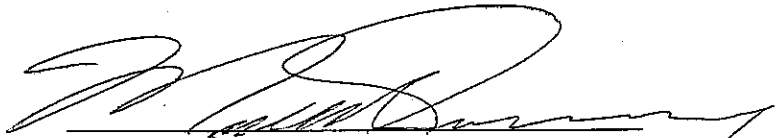
Adopted by the County Board of McLean County, Illinois this 20th day of Marcy, 2007

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-07-02

1. REFERENCE

- a. Meeting date: March 1, 2007
- b. Subdivider's name: Harry Hall
- c. Subdivision name: Kickapoo Estates Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

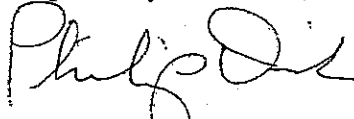
- a. Property location: Immediately west of 1675 East Road and approximately 3/8 of a mile north of 700 North Road
- b. Township: Randolph Township
- c. Parcel Number: Part of 28-02-400-009
- d. Existing zoning: Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a three lot final subdivision plat for the Kickapoo Estates Subdivision – the lots qualify on which to build single family residences
- f. Existing land use: Pasture, wooded area and crop production – approximately the west 60% of this property is in the flood plain of the Little Kickapoo Creek

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: Lot 1 is 2.99 acres, Lot 2 is 2.94 acres, and Lot 3 is 2.99 acres.
- b. County Health Department: Recommends approval of the proposed final plat.
- c. County Highway Department: Highway Department Staff has reviewed the final plat of the Kickapoo Estates Subdivision and recommends approval of the waiver of preliminary plan requirements and the final plat; the Randolph Township Road Commissioner has signed a plat access certificate.

Staff recommends that the waiver of preliminary plan requirements and the Kickapoo Estates Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director



McLEAN COUNTY BOARD
 (309) 888-5110 FAX (309) 888-5111
 115 E. Washington P.O. Box 2400
 Bloomington, Illinois 61702-2400

Michael F. Sweeney
 Chairman

March 15, 2007

To the Honorable Chairman and Members of the McLean County Board:

Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of vehicles for the Sheriff's Department, Coroner's Office and the Parks and Recreation Department as follows:

Eight (8) Ford Crown Victoria Police Interceptors to be purchased from Wright's Automotive, Hillsboro, Illinois for the Sheriff's Department;

One (1) Ford Crown Victoria Police Interceptor to be purchased from Wright's Automotive, Hillsboro, Illinois for the Coroner's Office;

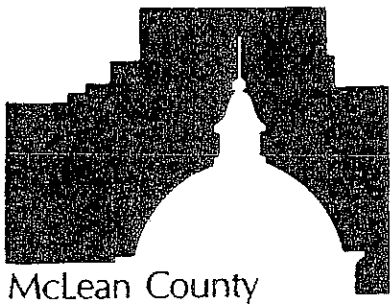
One (1) Dodge Dakota extended cab pickup truck to be purchased from Wright's Automotive, Hillsboro, Illinois for the Parks and Recreation Department.

Pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2007, funds for the purchase of vehicles for the Sheriff's Department, Coroner's Office and the Parks and Recreation Department were approved in the Fiscal Year 2007 adopted budget of the County Board.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahart Terry Baggett
District #2 Malt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



McLEAN COUNTY SHERIFF'S DEPARTMENT
MIKE EMERY, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

March 8, 2007

TO: Mr. Michael Sweeney, Chairman
Executive Committee
FROM: Sheriff Mike Emery
SUBJ: VEHICLE BID RECOMMENDATIONS

Dear Mr. Sweeney:

The Sheriff's Department advertised and asked for bids to replace 7 police squad cars, 1 vehicle used by the Coroner's Office, (Coroner Kimmerling's squad), and a pickup truck used by COMLARA Park. We asked that the bidding dealerships submit bids for three types of vehicles:

1. full size rear wheel drive vehicle meeting certain specifications (for the Sheriff's Office)
2. mid-size front wheel drive vehicle meeting certain specifications
3. mid-size extended cab pickup truck.

Coroner Kimmerling did not express a preference as to drive type or size. Knowing that the Sheriff's Office vehicle bid request would include a vehicle like the one currently being used by Coroner Kimmerling, but not knowing if it would fall within budget, we also asked for bids for a mid-size front wheel drive vehicle, as well.

Since Ms. Kimmerling is currently using a full size rear wheel vehicle and a like car falls within budget, I recommend that we purchase one (1) Ford Crown Victoria from Wright's Automotive for the Coroner's Office, at a cost of \$20,355.40.

It is my recommendation that we purchase one (1) Dodge Dakota extended cab pickup truck from Wright's Automotive for COMLARA Park, at a cost of \$17,435.00.

It is my recommendation that we purchase seven (7) Ford Crown Victoria squad cars from Wright's Automotive at the cost of \$20,355.40 each. Each of these vehicles would

Mr. Michael Sweeney
March 8, 2007
Page 2

have a corresponding trade-in vehicle. I would also recommend that we purchase one (1) additional Ford Crown Victoria squad car from Wright's at the cost of \$20,355.40 to replace a wrecked squad. This vehicle would not have a corresponding trade-in; rather we are anticipating an insurance reimbursement of \$15,000.00.


Total purchase price for 9 Ford Crown Victoria squad cars:	\$ 183,198.60
**Total purchase price for 1 Dodge Dakota pickup truck	\$ 17,435.00
Less trade-in value	\$ 22,900.00
Less insurance reimbursement	\$ 15,000.00
Net Cost	\$ 162,733.60

Important Note: Crown Victoria vehicles must be ordered no later than March 18th, 2007. After that date vehicle delivery and price is not guaranteed due to manufacturing cut off date.

**Bob Riding's bid on the Dodge Dakota pickup truck was \$240.00 dollars less than Wright's Automotive, however, Ridings overall bid, less trade-ins and insurance reimbursement was \$168,850.00, which is overall higher than Wright's overall bid of \$162,733.60.

If you have any questions, please contact me at 888-5034.

Sincerely,


Mike Emery
Sheriff

ME:jc

attachments

Vehicle Bid Information for Wright Automotive

Full Size Rear Wheel Drive Vehicle Police Vehicles	Coroner's Vehicle	Comlara Park Mid-Size extended Cab pickup truck	Trade-in Allowances
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07 Crn Vic	\$20,355.40	07 Crn Vic	\$20,355.40	07 Dakota	\$17,435.00	1999 Ford Crown Vic M5	\$1,800.00
07 Crn Vic	\$20,355.40					2000 Ford Crown Vic M7	\$2,200.00
07 Crn Vic	\$20,355.40					Not being traded M11	\$0.00
07 Crn Vic	\$20,355.40					2005 Chevy Impala M12	\$3,500.00
07 Crn Vic	\$20,355.40					2003 Ford Crown Vic M13	\$3,200.00
07 Crn Vic	\$20,355.40					2000 Ford Crown Vic M15	\$1,800.00
07 Crn Vic	\$20,355.40					2004 Chevy Impala M18	\$3,200.00
*** 07 Crn Vic	\$20,355.40					Not being traded M30	\$0.00
						2003 Chevy Impala M8	\$3,200.00
						1996 Dodge Dakota	\$1,500.00
						1998 Ford Crown Vic Coroner's vehicle	\$2,500.00
Total	\$162,843.20	Total	\$20,355.40	Total	\$17,435.00	Total Trade in allowance	\$13,900.00
		Trade in	\$2,500.00	Trade in	\$1,500.00	Total Cost of Squad Cars ONLY	\$162,843.20
		Net Cost	\$17,855.40	Net Cost	\$15,935.00	Net Cost of Squad Cars	\$143,943.20
		Funds Budgeted	\$18,000.00	Funds Budgeted	\$16,500.00	Total Funds budgeted for County Squads	\$132,500.00
		Plus or minus funds	1,144.60	Plus or minus funds	\$565.00	Plus or Minus funds after purchase, which includes replacement vehicle	\$11,443.20
						**Estimated insurance reimbursement for wrecked squad	\$15,000.00
						Plus or Minus funds after purchase	\$3,556.80

***Eighth Police Squad listed is a replacement vehicle for a wrecked squad.

**The \$15,000 listed at the end of spread sheet is the estimated funds being reimbursed by insurance co.

Vehicle Bid Information for Bob Ridings Inc.

Full Size Rear Wheel Drive Vehicle Police Vehicles	Coroner's Vehicle	Comlara Park Mid-Size extended Cab pickup truck	Trade-in Allowances
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07 Cm Vic	\$20,295.00	07 Cm Vic	\$20,295.00	07 Dakota	\$16,195.00	1999 Ford Crown Vic M5	\$1,000.00
07 Cm Vic	\$20,295.00					2000 Ford Crown Vic M7	\$1,200.00
07 Cm Vic	\$20,295.00					Not being traded M11	\$0.00
07 Cm Vic	\$20,295.00					2005 Chevy Impala M12	\$2,500.00
07 Cm Vic	\$20,295.00					2003 Ford Crown Vic M13	\$3,000.00
07 Cm Vic	\$20,295.00					2000 Ford Crown Vic M15	\$800.00
07 Cm Vic	\$20,295.00					2004 Chevy Impala M18	\$2,000.00
***07 Cm Vic	\$20,295.00					Not being traded M30	\$0.00
						2003 Chevy Impala M8	\$2,800.00
						1996 Dodge Dakota	\$500.00
						1998 Ford Crown Vic Coroner's vehicle	\$1,200.00
Total	\$162,360.00	Total	\$20,295.00	Total	\$16,195.00	Total Trade in allowance	\$13,300.00
		Trade in	\$1,200.00	Trade in	\$500.00	Total Cost of Squad Cars ONLY	\$162,360.00
		Net Cost	\$19,095.00	Net Cost	\$15,695.00	Net Cost of Squad Cars	\$149,060.00
		Funds Budgeted	\$19,000.00	Funds Budgeted	\$16,500.00	Total Funds budgeted for County Squads	\$132,500.00
		Plus or minus funds	95.00	Plus or minus funds	\$805.00	Plus or Minus funds after purchase, which includes replacement vehicle	\$16,560.00
						**Estimated Insurance reimbursement for wrecked squad	\$15,000.00
						Plus or Minus funds after purchase	\$1,560.00

***Eighth Police Squad listed is a replacement vehicle for a wrecked squad.

**The \$15,000 listed at the end of spread sheet is the estimated funds being reimbursed by insurance co.

Vehicle Bid Information for Miles Chevrolet

Full Size Rear Wheel Drive Vehicle Police Vehicles		Coroner's Vehicle		Comlara Park Mid-Size extended Cab pickup truck		Trade-in Allowances	
07 Impala	\$17,588.00	07 Impala	\$17,588.00	No Bid	\$0.00	1999 Ford Crown Vic M5	\$16,100.00
07 Impala	\$17,588.00					2000 Ford Crown Vic M7	\$0.00
07 Impala	\$17,588.00					Not being traded M11	\$0.00
07 Impala	\$17,588.00					2005 Chevy Impala M12	\$0.00
07 Impala	\$17,588.00					2003 Ford Crown Vic M13	\$0.00
07 Impala	\$17,588.00					2000 Ford Crown Vic M15	\$0.00
07 Impala	\$17,588.00					2004 Chevy Impala M18	\$0.00
*** 07 Impala	\$17,588.00					Not being traded M30	\$0.00
						2003 Chevy Impala M8	\$0.00
						1996 Dodge Dakota	\$0.00
						1998 Ford Crown Vic Coroner's vehicle	\$0.00
Total	\$140,704.00	Total	\$17,588.00	Total	\$0.00	Total Trade in allowance	\$16,100.00
		Trade in	\$0.00	Trade in	\$0.00	Total Cost of Squad Cars ONLY	\$140,704.00
		Net Cost	\$17,588.00	Net Cost	\$0.00	Net Cost of Squad Cars	\$124,604.00
		Funds Budgeted	\$19,000.00	Funds Budgeted	\$16,500.00	Total Funds budgeted for County Squads	\$132,500.00
		Plus or minus funds	1,412.00	Plus or minus funds	\$16,500.00	Plus or Minus funds after purchase, which includes replacement vehicle	\$7,896.00
						***Estimated Insurance reimbursement for wrecked squad	\$15,000.00
						Plus or Minus funds after purchase	\$22,896.00

***Eighth Police Squad is replacement for wrecked squad. The \$15,000 is an estimated funds being reimbursed by insurance. (Bidder did not bid vehicles trade in values individually)

Vehicle Bid Information for Barker's Chevrolet

Full Size Rear Wheel Drive Vehicle Police Vehicles		Coroner's Vehicle		Comlara Park Mid-Size extended Cab pickup truck		Trade-in Allowances	
No bid	\$0.00	07 Impala	\$19,808.37	No Bid	\$0.00	1999 Ford Crown Vic M5	\$2,500.00
						2000 Ford Crown Vic M7	\$2,800.00
						Not being traded M11	\$0.00
						2005 Chevy Impala M12	\$6,000.00
						2003 Ford Crown Vic M15	\$3,500.00
						2000 Ford Crown Vic M15	\$1,500.00
						2004 Chevy Impala M18	\$4,000.00
						Not being traded M30	\$0.00
						2003 Chevy Impala M8	\$4,500.00
						1996 Dodge Dakota	\$3,500.00
						1998 Ford Crown Vic Coroner's vehicle	\$2,500.00
Total	\$0.00	Total	\$19,808.37	Total	\$0.00	Total Trade in allowance	\$24,800.00
		Trade in	\$2,500.00	Trade in	\$3,500.00	Total Cost of Squad Cars ONLY	\$0.00
		Net Cost	\$17,308.37	Net Cost	-\$3,500.00	Net Cost of Squad Cars	\$24,800.00
		Funds Budgeted	\$19,000.00	Funds Budgeted	\$16,500.00	Total Funds budgeted for County Squads	\$132,500.00
		Plus or minus funds	-1,691.63	Plus or minus funds	\$20,000.00	Plus or Minus funds after purchase, which includes replacement vehicle	\$107,700.00
						Estimated Insurance reimbursement for wrecked squad	\$15,000.00
						Plus or Minus funds after purchase	\$122,700.00

Barker only bid on the mid-size front wheel drive vehicle. No other bids were submitted.

**Vehicle Bid Information for State Bids - Landmark Ford for Crown Vic and
Miles for Chevy Impala**

Full Size Rear Wheel Drive Vehicle Police Vehicles	Coroner's Vehicle	Comlara Park Mid-Size extended Cab pickup truck	Trade-in Allowances
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07 Crn Vic	\$19,327.00	07 Crn Vic	\$19,327.00	No Bid	\$0.00	1999 Ford Crown Vic M5	\$1,500.00
07 Crn Vic	\$19,327.00					2000 Ford Crown Vic M7	\$1,500.00
07 Crn Vic	\$19,327.00					Not being traded M11	\$0.00
07 Crn Vic	\$19,327.00					2005 Chevy Impala M12	\$1,500.00
07 Crn Vic	\$19,327.00					2003 Ford Crown Vic M13	\$1,500.00
07 Crn Vic	\$19,327.00					2000 Ford Crown Vic M15	\$1,500.00
07 Crn Vic	\$19,327.00					2004 Chevy Impala M18	\$1,500.00
***07 Crn Vic	\$19,327.00					Not being traded M30	\$0.00
						2003 Chevy Impala M8	\$1,500.00
						1996 Dodge Dakota	\$0.00
						1998 Ford Crown Vic Coroner's vehicle	\$1,500.00
Total	\$154,616.00	Total	\$19,327.00	Total	\$0.00	Total Trade in allowance	\$10,500.00
		Trade in	\$1,500.00	Trade in	\$0.00	Total Cost of Squad Cars ONLY	\$154,616.00
		Net Cost	\$17,827.00	Net Cost	\$0.00	Net Cost of Squad Cars	\$144,116.00
		Funds Budgeted	\$19,000.00	Funds Budgeted	\$16,500.00	Total Funds budgeted for County Squads	\$132,500.00
		Plus or minus funds	\$1,173.00	Plus or minus funds	\$16,500.00	Plus or Minus funds after purchase, which includes replacement vehicle	\$11,616.00
						***Estimated Insurance reimbursement for wrecked squad	\$15,000.00
						Plus or Minus funds after purchase	\$3,584.00

Trade in values are estimates only. No trade in bids were submitted by Landmark Ford, which would have vehicles that meet specifications of bid. ***Eighth Police Squad is replacement for wrecked squad.
***The \$15,000 is an estimated funds being reimbursed by insurance.

2007 Vehicle Vendor Bidding Information

Automotive Company	Vehicle Type	Note	Cost
Wright's Automotive	07 Crown Vic	Meets Spec	\$20,355.40
Wright's Automotive	07 Dodge Dakota	Meets Spec	\$17,435.00
Wright's Automotive	07 Dodge Charger	Did not meet Spec	\$21,533.25
Wright's Automotive	Trade-in Allowance	Total for all vehicles	\$26,500.00
Bob Ridings Inc.	07 Crown Vic	Meets Spec.	\$20,295.00
Bob Ridings Inc.	07 Dodge Dakota	Meets Spec.	\$16,195.00
Bob Ridings Inc.	07 Dodge Charger	Did not meet Spec.	\$19,495.00
Bob Ridings Inc.	Trade-in Allowance	Total for all vehicles	\$15,000.00
Miles Chevrolet	07 Chevy Impala	Did not meet Spec.	\$17,588.00
Miles Chevrolet	Trade-in Allowance	Allowance was bid as one total not by car	\$16,100.00
Barker Chevrolet	07 Chevy Impala	Did not meet Spec. and only bid on 1 vehicle	\$19,808.37
Barker Chevrolet	Trade-in Allowance	Total for all vehicles	\$30,800.00



REGIONAL OFFICE OF EDUCATION

Dewitt-Livingston-McLean Counties

905 N. Main St. - Suite #1
Normal, IL 61761
Phone (309) 888-5120
Fax (309) 862-0420
Toll Free (800) 334-6509

G. Lawrence Daghe
Superintendent
Mark E. Jontry
Assistant Superintendent

March 12, 2007

Mr. Michael Sweeney, Chairman
McLean County Board
Government Center
115 E. Washington
Bloomington, IL 61702

Dear Mike:

Pursuant to requirements of Section 105 ILCS 5/3-5 of the Illinois School Code, all Regional Offices of Education are now required to report official acts on a quarterly basis to our county boards. Therefore, I am enclosing a summation of activity from October 1 to December 31, 2006. We would like to have quarterly reports placed on your consent agenda, if possible.

Should you have questions, please feel free to contact me.

Thank you.

Sincerely,

G. Lawrence Daghe
Regional Superintendent

Enc.

REPORT OF OFFICIAL ACTS
DEWITT/LIVINGSTON/Mc LEAN REGIONAL OFFICE OF EDUCATION #17
FY 07 (July 1, 2006 – June 30, 2007)

General Operations	July – Sept.	Oct. – Dec.	Jan. – March	April - June
Employees		86		
Grant Programs	See	34		
Criminal Background Checks	Annual	52		
Truancy Hearings by Regional Office	Report	5		
Truancy Referrals to State's Attorney		1		
Truancy Letters		103		
Regional Board of School Trustees Meetings		0		
RPDRC Meetings		0		
Advisory Board Meetings		2		
Treasurers' Bonds Approved		0		
Annual School Audits Reviewed		23		
Reorganization Hearings		0		
Unfilled Position Postings (Website)		0		
Regional Spelling Bee Participants		0		
Regional Office Newsletter		0		
Student Work Permits Issued		0		
Superintendent's Meetings		1		
Regional Safe School Referrals		75		
Substitute Teacher Lists Printed		0		
GED				
Applications		67		
Retakes		66		
Diplomas Issued		91		
Bus Drivers				
Initial Course Participants		20		
Refresher Course Participants		68		
Health/Life Safety				
Inspections Conducted		85 See Attached		
School Evaluation Visits				
Schools Visited/Compliance		6		

Life Safety Inspections Conducted—(October to December 2006)

Oct. 19 Towanda Elementary
 Normal Community High
 Grove Elementary
 Northpoint Elementary
 Sugar Creek Elementary
 Prairie Lane Elementary
 Hudson Elementary
 Carlock Elementary

Oct. 20 Normal Community West High
 Parkside Junior High
 Parkside Elementary
 Kingsley Junior High
 Oakdale Elementary
 Fairview Elementary

October 23 Chiddix Junior High
 Coleen Hoose Elementary
 Brigham Elementary
 Pepper Ridge Elementary
 Fox Creek Elementary
 Field Special Services

October 26 Olympia High
 Olympia Middle
 Olympia North
 Olympia West
 Olympia South

November 1 Tri-Valley High
 Tri-Valley Middle
 Tri-Valley Elementary
 Leroy Jr./Sr. High
 Leroy Elementary

November 2 Blue Ridge High
 Blue Ridge Jr. High
 Mansfield Elementary
 Schneider Elementary

November 3 Woodland High
 Woodland Elementary

November 7 Heyworth Jr. High/ High
 Heyworth Elementary
 Clinton High
 Clinton Jr. High
 Webster Elementary
 Douglas Elementary
 Lincoln Elementary
 Washington Elementary
 DeWitt Alternative School

November 8 Saunemin Grade
 Tri-Point Elementary (Kempton)
 Tri-Point Jr. High and Elementary (Piper City)
 Tri-Point High
 Flanagan Elementary
 Flanagan High
 Rooks Creek Elementary

November 14 Sarah Raymond
 Irving
 Sheridan
 Washington
 Oakland
 Stevenson
 Bloomington Jr. High
 Bloomington High

November 16 Chenoa Elementary
 Westview Elementary
 Meadowbrook Elementary
 Chatsworth Elementary
 Prairie Central Upper Elementary
 Prairie Central Junior High
 Prairie Central High

November 17 Lexington Jr. High/High
 Lexington Elementary
 Ridgeview Jr. High/High
 Ridgeview Elementary

November 20 Pontiac Township High
 Pontiac Junior High
 Central Elementary
 Washington Elementary
 Lincoln Elementary
 Crossroads
 SAILS
 Livingston Alternative School

November 22 McLean Alternative School

November 27 Dwight High
 Dwight Elementary
 Odell Elementary

McLEAN COUNTY BOARD PROCLAMATION

Organ/Tissue Donor Awareness Month – April, 2007

WHEREAS, nearly 5,000 men, women and children in the State of Illinois are currently on waiting lists for life-saving transplants; and

WHEREAS, over 300 Illinois citizens died last year for lack of an available heart, lung, kidney, intestine, pancreas or liver; and

WHEREAS, fewer than one-third of the deaths that could result in the gift of organs actually result in donation; and

WHEREAS, Illinois Secretary of State Jesse White is urging all Illinois citizens to discuss the miracle of transplantation as a family, and to make a family commitment to organ and tissue donation; now, therefore


BE IT PROCLAIMED by the McLean County Board:

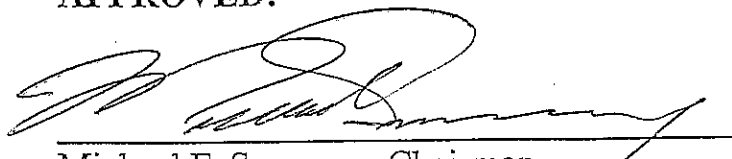
- (1) That McLean County, Illinois will observe Organ/Tissue Donor Awareness Month during April of 2007; and
- (2) That all citizens of McLean County are encouraged to take part in activities and observances designed to increase awareness of, and participation in, Organ and Tissue Donation programs.
- (3) That all citizens of McLean County, Illinois are encouraged to make their wishes to be an organ and tissue donor be known and binding and join the Illinois Organ and Tissue Donor Registry.

ADOPTED by the McLean County Board this 20th day of March, 2007.

ATTEST:

APPROVED:


 Peggy Ann Milton,
 McLean County Clerk


 Michael F. Sweeney, Chairman,
 McLean County Board

STATE OF ILLINOIS)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF JUDY L. MOWERY
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the expiration of term of Judy L. Mowery as a member of the Emergency Telephone System Board, it is advisable to consider a reappointment or an appointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a four-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Judy L. Mowery as a member of the Emergency Telephone System Board for a four-year term with the term expiring upon the third Tuesday in January, 2011, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Judy L. Mowery, to the Director of ETSB, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of March, 2007.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Member Selzer/Owens moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Member Sorensen, Vice-Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING AND AUTHORIZING AN APPROPRIATION OF \$10,000.00
IN SUPPORT OF THE 150TH ANNIVERSARY
OF THE FOUNDING OF
ILLINOIS STATE UNIVERSITY

WHEREAS, on February 15, 2007, Illinois State University will begin a yearlong celebration of the 150th Anniversary of the founding of Illinois State University and celebrate Founders Day with the traditional ringing of the Old Main Bell on the main quad of the campus; and,

WHEREAS, the history and growth of McLean County is intertwined with the founding of Illinois State University in 1857; and,

WHEREAS, Illinois State University serves the Community of McLean County and the State of Illinois through its academic and research programs for undergraduate and graduate students, the many artistic and cultural events hosted by the University and as the County's second largest employer; and,

WHEREAS, the celebration of the sesquicentennial of Illinois State University will include academic, cocurricular, athletic and social activities planned throughout the coming year; and,

WHEREAS, in support of the 150th Anniversary of Illinois State University, it is appropriate and fitting for the McLean County Board to approve and authorize a one-time appropriation of \$10,000.00 as McLean County's contribution to help Illinois State University celebrate 150 Years of Excellence; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

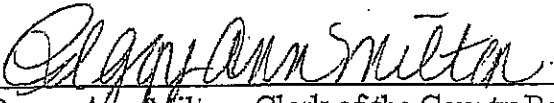
- (1) The McLean County Board hereby approves and authorizes a one-time appropriation of \$10,000.00 as McLean County's contribution to help Illinois State University celebrate 150 Years of Excellence.
- (2) The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the County Auditor, the County Treasurer and the County Administrator.

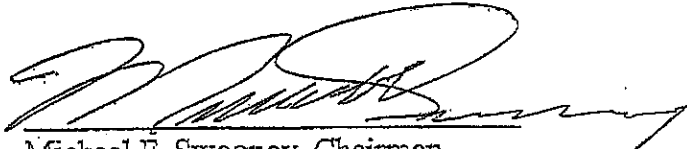
(2)

ADOPTED by the McLean County Board this 20th day of March, 2007.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Hoselton moved the County Board approve a Request for Approval of Resolution of the McLean County Board Approving and Authorizing an Appropriation of \$10,000.00 in Support of the 150th Anniversary of the Founding of Illinois State University. Clerk Milton shows all Members present voting in favor of the Motion except for Member Nuckolls who abstained from voting. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

Draft

Illinois Enterprise Zone Program

Application to Amend Boundaries of the
Bloomington/Normal/McLean County
Enterprise Zone to Add/Delete Territory

Submitted by:

City of Bloomington
Town of Normal
County of McLean

**ILLINOIS ENTERPRISE ZONE PROGRAM
APPLICATION TO ADD TERRITORY
OPTION 1**

Complete "APPLICATION TO ADD TERRITORY - OPTION 1" if you intend to qualify the proposed addition as an area that provides an immediate (2 years or less) substantial utility or benefit to the established zone and/or its residents or businesses by: creating or retaining specific jobs; or removing or correcting an impediment to economic development which exists in the established zone; or, stimulating neighborhood residential or commercial revitalization.

PART A: LEGAL APPLICANT

Type of Application: Single _____ Joint X
(If Joint Application, provide information for each applicant.)

Name of Jurisdiction **City of Bloomington**
 Street/P.O. Box **109 East Olive Street** Zip Code **61701**
 City **Bloomington** County **McLean**
 Chief Elected Official **Steve Stockton, Mayor**
 Zone Administrator **Martin K. Vanags** Phone **(309) 661-6332**
 Type of Applicant: City _____ X _____ County _____

Name of Jurisdiction **Town of Normal**
 Street/P.O. Box **100 East Phoenix Avenue/P.O. Box 509** Zip Code **61761**
 City **Normal** County **McLean**
 Chief Elected Official **Chris Koos, Mayor**
 Zone Administrator **Martin K. Vanags** Phone **(309) 661-6332**
 Type of Applicant: City _____ X _____ County _____

Name of Jurisdiction **County of McLean**
 Street/P.O. Box **104 West Front Street** Zip Code **61701**
 City **Bloomington** County **McLean**
 Chief Elected Official **Michael F. Sweeney, County Board Chairman**
 Zone Administrator **Martin K. Vanags** Phone **(309) 661-6332**
 Type of Applicant: City _____ County _____ X

Note: Submit one application that includes an original ordinance(s), intergovernmental agreement and taxing district resolutions plus 2 certified copies of the ordinances, intergovernmental agreement and taxing district resolutions. All attachments must be 8-1/2" x 11", excluding maps. The format of this application may be reproduced and completed in an expanded form provided the final application is presented in bound form or loose leaf notebook. All pages must be numbered in sequence and attachments labeled.

PART B: DESCRIPTIVE INFORMATION

1. Total area of the existing enterprise zone: 12.139 Square Miles as of today's date
12.1679 Square Miles if previously submitted expansion application is approved by DCEO
2. Area of the proposed addition: Acres 106.22 Square Miles 0.17
Area of the proposed deletion: Acres 518.54 Square Miles 0.81
Total net change in area: Acres -412.32 Square Miles -0.64
3. Population of the proposed addition: 0
4. Is the proposed addition contiguous with the enterprise zone:
Yes X No

PART C. PURPOSE OF AMENDMENT

Explain why the amendment is being requested.

The amendment is being requested to amend the boundaries of the existing Bloomington/Normal/McLean County Enterprise Zone approved by the Illinois Department of Commerce and Economic Opportunity ("DCEO") on December 28, 2005 and as amended to add/delete territory as approved by DCEO on July 25, 2006, with respect to the Twin Groves Wind Farm (the "Twin Groves Project", formerly the Arrowsmith Project) being developed by Horizon Wind Energy LLC and its two wholly owned subsidiaries, High Trail Wind Farm, LLC and Old Trail Wind Farm, LLC (collectively, "Horizon"). The application related to the Enterprise Zone boundary expansion for the Twin Groves Project and DCEO's approval letter related to the same are attached hereto at Tab 2. The application to amend the Enterprise Zone boundaries to add/delete territory and DCEO's approval letter related to the same are attached hereto at Tab 3.

Since DCEO's approval of the original application on December 28, 2005 and the amendment application on July 25, 2006, Horizon has requested that the Bloomington/Normal/McLean County Enterprise Zone be further amended as follows in relation to the Project:

1. To add territory to and delete territory from the Bloomington/Normal/McLean County Enterprise Zone to accommodate the relocation of certain wind turbines in relation to Project site design changes, including requirements that (a) certain turbines be relocated because the Federal Aviation Administration determined that the current locations of the wind turbines interfere with microwave beam paths and (b) certain turbines be relocated after pipelines in the Project site area were field located.

2. To add territory to and delete territory from the Bloomington/Normal/McLean County Enterprise Zone to accommodate the relocation of an operating and maintenance facility in relation to Project site design changes.
3. To add territory to the Bloomington/Normal/McLean County Enterprise Zone to accommodate the installation of an additional sub-station related to the Project.
4. To add territory to the Bloomington/Normal/McLean County Enterprise Zone to accommodate the installation of an additional transmission line for the Project.

The net effect of these actions is that the Bloomington/Normal/McLean County Enterprise Zone would be reduced by 412.32 acres (0.64 of a square mile).

The general purposes behind the Twin Groves Project are the same as described in the original application that was approved by DCEO on December 28, 2005 and the amendment application that was approved on July 25, 2006. The Twin Groves Project presents an economic opportunity that will bring new investments and job opportunities to the area. The Twin Groves Project contemplates the construction of a wind powered electrical generation facility located in unincorporated McLean County near the municipalities of Ellsworth, Arrowsmith and Saybrook.

The Twin Groves Project will inject an important economic stimulus to the surrounding area, including the City of Bloomington, the Town of Normal and McLean County. The Twin Groves Project involves a substantial investment of approximately \$600 million and will result in the creation of approximately 225 to 245 full-time and equivalent full-time jobs, consisting of approximately 90-100 equivalent full-time jobs during each of two phases of construction and up to 45 ongoing full-time operation and maintenance jobs.

PART D. ELIGIBILITY CRITERION

1. *Describe and document the specific development commitment (s) that will occur within the two year period following the proposed boundary change. Such information must include: project scope; estimated cost of the project; timeline for completing project milestones; project start and completion dates; construction plans or schematics; construction permit data; and, evidence of financial commitment from financial institutions and/or local, state or federal government. Indicate the name of the business(es), the Federal Employers' Identification Number (FEIN) for each project, the Illinois Business Tax (IBT) Number for each project, the address(es) of the proposed project(s), a contact person for each project, the product or service provided and current employment. Project documentation is to be provided or certified by the business(es) involved.*

Information responding to this question as it relates to the Twin Groves Project being developed by Horizon was included under Part D of the Application to Add Territory to the Bloomington/Normal/McLean County Enterprise Zone, which was approved by DCEO on December 28, 2005, which application is incorporated herein by reference and attached hereto at Tab 2.

2. *Describe how, and the extent to which, the above described project impacts at least one of the following: a) job creation or retention; b) removal or correction of an impediment to*

economic development that exists in the established zone (describe the obstacle to economic activity and indicate the cause, nature, extent and how the obstacle is impacting economic development); or c) stimulation of neighborhood residential or commercial revitalization.

Information responding to this question as it relates to the Twin Groves Project being developed by Horizon was included under Part D of the Application to Add Territory to the Bloomington/Normal/McLean County Enterprise Zone, which was approved by DCEO on December 28, 2005, which application is incorporated herein by reference and attached hereto at Tab 2.

PART E. DEVELOPMENT GOALS AND OBJECTIVES

Describe how the proposed boundary change meets specific objectives of the local enterprise zone program and plan.

Information responding to this question as it relates to the Twin Groves Project being developed by Horizon was included under Part E of the Application to Add Territory to the Bloomington/Normal/McLean County Enterprise Zone, which was approved by DCEO on December 28, 2005, which application is incorporated herein by reference and attached hereto at Tab 2.

PART F. COMMUNITY SUPPORT

Describe the input, assistance, resources and commitments which public and private sector entities provided in the development of this application or will provide in the implementation of the plan. Letters from individuals, business, labor, community or other groups in support of this application may be attached. However, letters of commitment in support of activities (e.g., technical assistance, financial assistance, business management information, jobs, job training and other appropriate types of assistance or actions) which will help to accomplish the proposed enterprise zone objectives are of greater significance.

Information responding to this question as it relates to the Twin Groves Project being developed by Horizon was included under Part F of the Application to Add Territory to the Bloomington/Normal/McLean County Enterprise Zone, which was approved by DCEO on December 28, 2005, which application is incorporated herein by reference and attached hereto at Tab 2. In addition, see attachment at Tab 10 for relevant community support letters.

PART G. DEPARTMENT OF AGRICULTURE APPROVAL

Please complete the attached Agricultural Site Review Information sheet and send it in to the Department of Agriculture, prior to submitting this application in to the Department of Commerce and Economic Opportunity. This form can also be found at the following website: www.agr.state.il.us/pdf/agrsitereview.pdf. Completed forms should be sent/faxed to the address listed on page one of the form. Submit a copy of the Department of Agriculture approval letter for the proposed projects in with this application.

The Enterprise Zone expansion relating to the Twin Groves Project that was approved by DCEO on December 28, 2005 was also approved by the Illinois Department of Agriculture on December 16, 2005. The amendment to the Enterprise Zone boundaries that was approved by DCEO on July 25, 2006 was also approved by the Illinois Department of Agriculture on July 6,

2006. An Agricultural Site Review Information Sheet with respect to this application was submitted to the Department of Agriculture by the City of Bloomington, the Town of Normal and McLean County. See attachment at Tab 11 for Agricultural Site Review Information Sheet.

PART H. APPLICANT CERTIFICATION

THE APPLICANT CERTIFIES THAT:

To the best of my knowledge and belief, data and other information in this application are true and correct, and this document has been authorized by the governing body of the applicant.

CERTIFYING REPRESENTATIVE:

(To be signed by the Chief Elected Official or Designee)

City of Bloomington
Designating Unit of Government

Steve Stockton
Chief Elected Official or Designee

Date

Mayor
Title

CERTIFYING REPRESENTATIVE:

(To be signed by the Chief Elected Official or Designee)

Town of Normal
Designating Unit of Government

Chris Koos
Chief Elected Official or Designee

Date

Mayor
Title

CERTIFYING REPRESENTATIVE:

(To be signed by the Chief Elected Official or Designee)

County of McLean
Designating Unit of Government

Michael F. Sweeney
Chief Elected Official or Designee

Date

County Board Chairman
Title

LIST OF ATTACHMENTS

- Tab 2 Application to Add Territory to the Bloomington/Normal/McLean County Enterprise Zone and DCEO approval, dated December 28, 2005.
- Tab 3 Application to Amend Boundaries of the Bloomington/Normal/McLean County Enterprise Zone to Add/Delete Territory and DCEO approval, dated July 25, 2006.
- Tab 4 Bloomington/Normal/McLean County Enterprise Zone Notice of Public Hearing and Transcript of Bloomington/Normal/McLean County Enterprise Zone Public Hearing
- Tab 5 The original and two certified copies of City of Bloomington, Illinois ordinance amending the boundaries of the Bloomington/Normal/McLean County Enterprise Zone
- Tab 6 The original and two certified copies of Town of Normal, Illinois ordinance amending the boundaries of the Bloomington/Normal/McLean County Enterprise Zone
- Tab 7 The original and two certified copies of County of McLean, Illinois ordinance amending the boundaries of the Bloomington/Normal/McLean County Enterprise Zone
- Tab 8 A) A map of the proposed boundary changes and how they relate to the existing Bloomington/Normal/McLean County Enterprise Zone;
B) A legal description of the proposed boundary additions to the Bloomington/Normal/McLean County Enterprise Zone; and
C) A legal description of the proposed boundary deletions to the Bloomington/Normal/McLean County Enterprise Zone
- Tab 9 Photo Simulations of the Twin Groves Project
- Tab 10 Community Support
- Tab 11 Illinois Department of Agriculture Agricultural Site Review Information Sheet

AN ORDINANCE AMENDING "AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED PARTIALLY WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL AND UNINCORPORATED MCLEAN COUNTY AS AN ENTERPRISE ZONE"

WHEREAS, the County of McLean did on December 18, 1984 adopt an *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and unincorporated McLean County as an Enterprise Zone*; and

WHEREAS, the County of McLean did on March 19, 1985 amend said Ordinance by revising the functions of the designated zone organizations and the powers and duties of the zone administrator; and

WHEREAS, the County of McLean did on October 15, 1985 amend said Ordinance by lengthening the duration of the Enterprise Zone and providing certain tax abatements therein; and

WHEREAS, the County of McLean did on July 15, 1986 amend said Ordinance by amending the territory included in the Enterprise Zone; and

WHEREAS, the County of McLean did on December 15, 1998 amend said Ordinance by extending the duration of the Enterprise Zone to December 31, 2005, and removing local tax incentives in the Enterprise Zone post December 31, 1998; and

WHEREAS, the County of McLean did on December 20, 2005 amend said Ordinance by amending the territory included in the Enterprise Zone; extending the duration of the Enterprise Zone to December 31, 2015; adopting an Enterprise Zone certification fee; enacting a technical correction regarding the issuance of a Certificate of Eligibility for Sales Tax Exemption in order to claim a sales tax exemption on building materials for eligible projects; and clarifying that the local sales tax exemption on building materials for eligible projects is available for nonresidential projects; and

WHEREAS, the County of McLean did on June 20, 2006 amend said Ordinance by amending the territory that was added to the Enterprise Zone pursuant to the Ordinance enacted on December 20, 2005; and

WHEREAS, the County of McLean now desires to enact certain amendments to the Enterprise Zone to further amend the territory that was added to the Enterprise Zone pursuant to the Ordinance enacted on December 20, 2005, which territory was subsequently amended pursuant to the Ordinance enacted on June 20, 2006; and

WHEREAS, a public hearing regarding such amendments has been held as provided by law; now, therefore

BE IT ORDAINED by the County Board of McLean County, Illinois as follows:

SECTION ONE: That Appendix "A", which is attached to the original *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, Town of Normal and unincorporated McLean County as an Enterprise Zone* and incorporated by

reference in Section One of said Ordinance and amended by the Ordinance enacted on July 15, 1986, the Ordinance enacted on December 20, 2005, and the Ordinance enacted on June 20, 2006, shall be, and the same is, hereby further amended with respect to the territory added by the Ordinance enacted on December 20, 2005 and amended by the Ordinance enacted on June 20, 2006 by deleting in its entirety the portion of Appendix "A" that consists of the legal description of such territory and replacing it with the legal description set forth in the "Amendment to Appendix A", a copy of which is attached hereto and incorporated herein by reference.

SECTION TWO: That the provisions of said Ordinance as previously amended and as hereby amended, being an *Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone* shall remain in full force and effect.

SECTION THREE: That this Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law and from and after its approval by the Illinois Department of Commerce and Economic Opportunity.

SECTION FOUR: That the County Clerk be and she is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward a certified copy of this Ordinance to the Illinois Department of Commerce and Economic Opportunity for its approval and to file a certified copy of this Ordinance with County Clerk for McLean County

SECTION FIVE: That this Ordinance is adopted pursuant to the authority granted the County of McLean by the Illinois Enterprise Zone Act.

SECTION SIX: That the Enterprise Zone Administrator is hereby authorized and directed to cause application to be made to the State of Illinois pursuant to the Illinois Enterprise Zone Act.

APPROVED this _____ day of _____, 2007

APPROVED:

Michael F. Sweeney
Chairman, McLean County Board

ATTEST:

Peggy Ann Milton
Clerk of the County Board of McLean
County, Illinois

(Seal)

AMENDMENT TO APPENDIX A

Legal Description on file in the Office of the McLean County Clerk and attached hereto by reference.

May 2006

**3 Foot-Wide Strip (connecting existing Enterprise Zone with Dawson Township
Transmission Line Strip)**

A strip of land 3 feet wide in Townships 23 North, Range 2 East and 23 North, Range 3 East, of the Third Principal Meridian, Townships 24 North, Range 2 East and 24 North, Range 3 East, of the Third Principal Meridian, all in McLean County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Beginning at the Northeast Corner of Section 1, in said Township 23 North, Range 3 East of the Third Principal Meridian. From said Point of Beginning, thence west along the North Lines of Sections 1 through 6, inclusive, in said Township 23 North, Range 3 East to the Northwest Corner of said Section 6; thence west along the North Lines of Sections 1 through 5, inclusive, in said Township 23 North, Range 2 East to the Centerline of Western Avenue in the Northeast Quarter of said Section 5; thence south along the Centerline of said Western Avenue to the North Line of Market Street Right-of-Way and the Point of Terminus.

Sub-Stations

Arrowsmith O & M Facility:

All that part of the Southwest Quarter of the Northwest Quarter of Section 16, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, lying north of the N & W Railroad.

Dawson Sub-Station:

The South 930 Feet of the East 1036 Feet of the Southwest Quarter of Section 12, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois.

Interconnect Station:

Tract No. 1:

A part of the Southwest Quarter of Section 6, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at a point 23.75 chains east of the Southwest Corner of said Southwest Quarter, thence east 25.48 chains; thence north 40.16 chains to the North Line of said Southwest Quarter, thence west 30.14 chains to a point 19.13 chains east of the Northwest Corner of said Southwest Quarter; thence south 14 chains; thence east 4.62 chains; thence south 26.16 chains to the Point of Beginning, except the South 1,327 feet thereof.

Tract No. 2:

The West 50 feet of the South 1,327 feet of the following: A part of the Southwest Quarter of Section 6; Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at a point 23.75 chains east of the Southwest Corner of said Southwest Quarter; thence east 25.48 chains; thence north 40.16 chains to the North Line of said Southwest Quarter; thence west 30.14 chains to a point 19.13 chains east of the Northwest Corner of said Southwest Quarter; thence south 14 chains; thence east 4.62 chains; thence south 26.16 chains to the Point of Beginning.

150 Foot-Wide Transmission Line Strip

A strip of land 150 feet wide in Sections 2, 3, 4, 5, 6, 11 and 12 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 75 feet on each side of the following described Centerline:

Centerline of Transmission Line

Commencing at a point on the South Line of said Section 12 lying 1,331.00 feet east of the Southwest Corner thereof, thence north 00°-03'-08" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,223.67 feet; thence north 89°-45'-42" east 348.94 feet; thence north 00°-02'-22" west 300.00 feet to the Point of Beginning. From said Point of Beginning, thence north 00°-02'-22" west 689.00 feet; thence north 55°-43'-34" west 10,258.35 feet to a point lying 75.00 feet normally distant south of the North Line of the Southeast Quarter of said Section 3; thence north 89°-54'-10" west 3,764.95 feet along a line parallel with the North Line of the South Half of said Section 3 to a point on the West Line of the Southwest Quarter of said Section 3 lying 75.00 feet south of the Northwest Corner thereof; thence south 89°-49'-10" west 2,659.60 feet along a line parallel with the North Line of the Southeast Quarter of said Section 4 to a point on the West Line of said Southeast Quarter lying 75.00 feet south of the Northwest Corner thereof; thence north 89°-31'-38" west 2,667.69 feet along a line parallel with the North Line of the Southwest Quarter of said Section 4 to a point on the West Line of said Southwest Quarter lying 75.00 feet south of the Northwest Corner thereof; thence north 88°-49'-36" west 5,272.50 feet along a line parallel with the North Line of the South Half of said Section 5 to a point on the West Line of the Southwest Quarter of said Section 5 lying 75.00 feet south of the Northwest Corner thereof; thence north 89°-45'-34" west 3,176.34 feet along a line parallel with the North Line of the South Half of said Section 6 to a point lying 75 feet south of the North Line of the Southwest Quarter of said Section 6, said point being on the East Line of the following described property and also being the Point of Terminus: A part of the Southwest Quarter of Section 6, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at a point 23.75 chains east of the Southwest Corner of said Southwest Quarter, thence east 25.48 chains; thence north 40.16 chains to the North Line of said Southwest Quarter, thence west 30.14 chains to a point 19.13 chains east of the Northwest Corner of said Southwest Quarter; thence south 14 chains; thence east 4.62 chains; thence south 26.16 chains to the Point of Beginning.

PIN:

23-12-300-002	23-04-300-002
23-12-300-005	23-05-400-002
23-11-200-001	23-05-400-001
23-11-100-005	23-05-300-001
23-02-100-003	23-05-300-002
23-03-400-005	23-06-300-003
23-03-400-003	23-06-400-004
23-03-300-005	
23-03-300-001	
23-04-400-002	
23-04-400-004	
23-04-400-003	

3 Foot Wide Connecting Strips (Dawson - Area 1)

A strip of land 3 feet wide lying 1.5 feet on each side of the following described Centerlines in Sections 1 through 14, inclusive, in Township 23 North, Range 4 East of the Third Principal Meridian, and Sections 31 through 36, inclusive, in Township 24 North, Range 4 East of the Third Principal Meridian, in McLean County, Illinois, more particularly described as follows:

Centerline No. D-1-B:

Beginning at the Northwest Corner of said Section 3. From said Point of Beginning, thence south along the West Line of said Section 3 to a point lying 1,295 feet north of the Southwest Corner of the Northwest Quarter of said Section 3 and the Point of Terminus.

Centerline No. D-1-C:

Beginning at the Northwest Corner of said Section 4. From said Point of Beginning, thence south along the West Line of said Section 4 to the Southwest Corner of said Section 4; thence south 1,435 feet along the West Line of the Northwest Quarter of said Section 9 to the Point of Terminus.

Centerline No. D-1-E:

Beginning at the Northeast Corner of said Section 10. From said Point of Beginning, thence south along the East Line of said Section 10 to a point lying 927 feet north of the Southeast Corner of said Northeast Quarter and the Point of Terminus.

Centerline No. D-1-F:

Beginning at the Southeast Corner of said Section 1. From said Point of Beginning, thence west along the South Lines of said Sections 1, 2 and 3 to the Southwest Corner of the Southeast Quarter of said Section 3 and the Point of Terminus.

Centerline No. D-1-G:

Beginning at the Southeast Corner of the Southwest Quarter of said Section 11. From said Point of Beginning, thence north along the East Line of said Southwest Quarter, the East Line of the Northwest Quarter of said Section 11 and the East Line of the Southwest Quarter of said Section 2 to a point lying 2,664 feet north of the Southeast Corner thereof and the Point of Terminus.

Centerline No. D-1-H:

Beginning at the Southeast Corner of said Section 12. From said Point of Beginning, thence west along the South Line of said Section 12 to the Southwest Corner thereof; thence west 85 feet along the South Line of said Section 11 to the Point of Terminus.

Centerline No. D-1-I:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 13. From said Point of Beginning, thence west 2,292 feet along the North Line of said Southeast Quarter to the Point of Terminus.

Centerline No. D-1-J:

Beginning at the Northeast Corner of said Section 1. From said Point of Beginning, thence west along the North Lines of said Sections 1 through 6, inclusive to the Northwest Corner of said Section 6 and the Point of Terminus.

3 Foot Wide Connecting Strips (Dawson - Area 2)

A strip of land 3 feet wide lying 1.5 feet on each side of the following described Centerlines in Sections 20 through 33, inclusive and 36 in Township 23 North, Range 4 East of the Third Principal Meridian in McLean County, Illinois, more particularly described as follows:

Centerline No. D-2-A:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 24. From said Point of Beginning, thence west along the North Line of said Southeast Quarter and the North Line of the Southwest Quarter of said Section 24 to the Northwest Corner of said Southwest Quarter; thence south along the West Line of said Southwest Quarter to the Southwest Corner thereof; thence west along the North Lines of said Sections 26, 27 and 28 to the Northwest Corner of said Section 28; thence south along the East Line of said Section 29 to the Southeast Corner thereof; thence west along the South Line of said Section 29 to the Southwest Corner thereof; thence south 862 feet along the West Line of said Section 32 to the Point of Terminus.

Centerline No. D-2-B:

Beginning at the Southeast Corner of the Southwest Quarter of said Section 29. From said Point of Beginning, thence north 770 feet along the West Line of said Southwest Quarter to the Point of Terminus

Centerline No. D-2-C:

Beginning at a point on the South Line of the Southwest Quarter of said Section 22 at a north-south road running through said Southwest Quarter. From said Point of Beginning, thence north, west, north and east along the Centerline of said north-south road to a point lying 27 feet south and 1,366 feet west of the Northeast Corner of the Southeast Quarter of said Southwest Quarter and the Point of Terminus.

Centerline No. D-2-D:

Beginning at the Southeast Corner of the Southwest Quarter of said Section 23. From said Point of Beginning, thence north 1,298 feet along the East Line of said Southwest Quarter and the Point of Terminus.

Centerline No. D-2-E:

Beginning at a point lying 1.5 feet west of the Northwest Corner of the Southwest Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. From said Point of Beginning, thence north parallel with the East Line of the Southeast Quarter of said Section 25 to a point on a northwest-southeast road running through said Section 25; thence northwest along the Centerline of said northwest-southeast road to a point lying 686 feet west of the West Line of said Section 25 and the Point of Terminus.

Centerline No. D-2-F:

Beginning at the Northeast Corner of said Section 36. From said Point of Beginning, thence west along the North Line of said Section 36 to a point lying 279 feet east of the Northwest Corner of the Northeast Quarter of said Section 36 and the Point of Terminus.

Wind Turbine No. D-1-2-1

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 1, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence south 2,243 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-29'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 935.99 feet to the Point of Terminus.

Wind Turbine Nos. D-1-1-1 & 2 and D-1-4-1 and 2

All that portion of a strip of land 600 feet-wide lying within parcels of land known as P.I.N. (Parcel Identification Number) 23-01-100-003, 23-01-200-002 and 23-01-400-004, all being in Section 1 Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-1-1-1)

Centerline No. 1 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet; thence north 89°-35'-40" west 1,352.70 feet; thence north 00°-08'-00" east 2,589.39 feet; thence north 89°-31'-31" west 1,221.30 feet; thence south 00°-40'-53" 507.53 feet west to the Point of Terminus.

(D-1-1-2)

Centerline No 2 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1; thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet; thence north 89°-35'-40" west 1,352.70 feet; thence north 00°-08'-00" east 2,149.40 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 88°-40'-05" west 456.45 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-1-4-1)

Centerline No. 3 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1; thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet; thence north 89°-35'-40" west 1,352.70 feet; thence north 00°-08'-

Wind Turbine No. D-1-2-1

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 1, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence south 2,243 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-29'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 935.99 feet to the Point of Terminus.

Wind Turbine Nos. D-1-1-1 & 2 and D-1-4-1 and 2

All that portion of a strip of land 600 feet-wide lying within parcels of land known as P.I.N. (Parcel Identification Number) 23-01-100-003, 23-01-200-002 and 23-01-400-004, all being in Section 1 Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-1-1-1)

Centerline No. 1 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet; thence north 89°-35'-40" west 1,352.70 feet; thence north 00°-08'-00" east 2,589.39 feet; thence north 89°-31'-31" west 1,221.30 feet; thence south 00°-40'-53" 507.53 feet west to the Point of Terminus.

(D-1-1-2)

Centerline No 2 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1; thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet; thence north 89°-35'-40" west 1,352.70 feet; thence north 00°-08'-00" east 2,149.40 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 88°-40'-05" west 456.45 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-1-4-1)

Centerline No. 3 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1; thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet; thence north 89°-35'-40" west 1,352.70 feet; thence north 00°-08'-

00" east 987.94 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence south 89°-36'-58" east 424.03 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-1-4-2)

Centerline No. 4 being a part of said Section 1. Commencing at the Southeast Corner of the of said Section 1, thence north 1,382 feet along the East Line of the Southeast Quarter of said Section 1; thence north 89°-46'-05" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,276.63 feet to the Point of Beginning of said Centerline No. 4. From said Point of Beginning, thence north 02°-02'-44" west 650.91 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. D-2-2-1 and D-2-4-2

A strip of land 600 feet-wide being a part of the Northeast Quarter and the Southeast Quarter of Section 2, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-2-4-2)

Centerline No. 1: Commencing at the Southwest Corner of said Southeast Quarter, thence north 2664 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline No.1. From said Point of Beginning, thence south 89°-32'-36" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,737.93 feet to the Point of Terminus.

(D-2-2-1)

Centerline No. 2: Commencing at the Southwest Corner of said Southeast Quarter, thence north 2664 feet along the West Line of said Southeast Quarter, thence south 89°-32'-36" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 518.24 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 01°-10'-11" west 711.07 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. D-2-4-1

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 2, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southeast Quarter,

thence north 494 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-45'-06" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 813.48 feet to the Point of Terminus.

Wind Turbine No. D-3-4-1 & 2

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 3, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 1,352 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-09'-17" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,523.29 feet; thence north 89°-59'-16" west 1,212.69 feet to the Point of Terminus.

Wind Turbine No. D-3-4-3

A strip of land 600 feet-wide being in a part of the Southeast Quarter of Section 3, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 414 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-14'-37" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 857.28 feet to the Point of Terminus.

Wind Turbine Nos. D-4-2-1 & 2

All that portion of a strip of land 600 feet-wide lying within a parcel of land known as P.I.N. (Parcel Identification Number) 23-04-200-004, being in the Northeast Quarter of Section 4 Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-4-2-1)

Centerline No. 1: Commencing at the Southeast Corner of said Northeast Quarter, thence north 1,295 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-43'-18" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 668.83 feet; thence north 89°-53'-19" west 1,819.39 feet; thence south 00°-24'-39" west 466.77 feet to the Point of Terminus.

(D-4-2-2)

Centerline No. 2: Commencing at the Southeast Corner of said Northeast Quarter, thence north 1,295 feet along the East Line of said Northeast Quarter, thence north 89°-43'-18" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 668.83 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence south 00°-11'-19" east 753.53 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. D-4-3-1 & 2 and D-4-4-1

A strip of land 600 feet-wide being a part of the Southwest Quarter and the Southeast Quarter of Section 4, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 2,129 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-38'-17" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 718.08 feet; thence south 77°-16'-57" east 1,197.48 feet; thence south 85°-14'-00" east 798.49 feet; thence south 75°-32'-27" east 618.99 feet to the Point of Terminus. Also, a strip of land 100 feet-wide lying 50 feet on each side of the East Line of said Southwest Quarter. Said strip is bounded on the north by said 600 foot-wide strip and on the south by the South Line of said Section 4.

Wind Turbine No. D-4-4-2

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 4, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 1,230 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-41'-09" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,645.01 feet to the Point of Terminus.

Wind Turbine No. D-5-1-1

All that portion of a strip of land 600 feet-wide lying in the West Half of the Northwest Quarter of Section 5, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of the West Half of said Northwest Quarter, thence west 47 feet along the North Line of said Northwest Quarter to Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-25'-33" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,659.47 feet; thence south 89°-48'-52" west 445.59 feet to the Point of Terminus.

Wind Turbine Nos. D-5-3-1 & 2

All that portion of a strip of land 600 feet-wide lying in the West Half of the Southwest Quarter of Section 5, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of the West Half of said Southwest Quarter, thence north 1,497 feet along the East Line of the West Half of said Southwest Quarter to Point of Beginning of said Centerline. From said Point of Beginning, thence north $89^{\circ}-42'-34''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,163.96 feet; thence north $02^{\circ}-26'-14''$ east 824.13 feet to the Point of Terminus. Also, the West 50 Feet of the West Half of said Southwest Quarter lying south of said strip.

Wind Turbine Nos. D-5-4-1 & 2

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 5, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-5-4-1)

Centerline No. 1: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,520 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north $89^{\circ}-43'-04''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,106.56 feet; thence north $00^{\circ}-37'-04''$ east 933.21 feet to the Point of Terminus.

(D-5-4-2)

Centerline No. 2: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,520 feet along the East Line of said Southeast Quarter, thence north $89^{\circ}-43'-04''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 851.08 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north $00^{\circ}-56'-00''$ west 487.64 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. D-6-3-1 & 2

All that portion of a strip of land 600 feet-wide lying within a parcel of land known as P.I.N. (Parcel Identification Number) 23-06-300-003, being in the Southwest Quarter of Section 6 Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-6-3-1)

Centerline No. 1: Commencing at the Southwest Corner of said Southwest Quarter, thence east 3,219 feet along the East Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north $00^{\circ}-11'-15''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,041.31 feet; thence north $89^{\circ}-41'-58''$ west 1,155.22 feet to the Point of Terminus.

(D-6-3-2)

Centerline No. 2: Commencing at the Southwest Corner of said Southwest Quarter, thence east 3,219 feet along the East Line of said Southwest Quarter, thence north $00^{\circ}-11'-15''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,317.65 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south $89^{\circ}-06'-39''$ west 462.95 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. D-8-2-1 & 2

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 8, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,435 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $89^{\circ}-40'-50''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 751.40 feet; thence north $79^{\circ}-41'-27''$ west 1,422.52 feet to the Point of Terminus.

Wind Turbine No. D-9-1-1

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 9, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,401 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-56'-09" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 678.09 feet; thence north 88°-58'-45" east 525.79 feet to the Point of Terminus.

Wind Turbine Nos. D-9-1-2 and D-9-2-1

A strip of land 600 feet-wide being a part of the Northeast Quarter and Northwest Quarter of Section 9, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-9-2-1)

Centerline No. 1: Beginning at the Northwest Corner of said Northeast Quarter. From said Point of Beginning, thence south along the East Line of said Northeast Quarter 1,715.84 feet; thence south 89°-09'-35" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,105.51 feet to the Point of Terminus.

(D-9-1-2)

Centerline No. 2: Beginning at a point on the East Line of said Northwest Quarter lying 1,301.65 feet south of the Northeast Corner of said Northwest Quarter. From said Point of Beginning, thence north 89°-43'-35" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 478.11 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. D-9-1-3

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 9, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Northwest Quarter, thence south 949 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-31'-41" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 870.69 feet to the Point of Terminus.

Wind Turbine Nos. D-10-2-1, 2 & 3

All that portion of a strip of land 600 feet-wide lying in the North Half of Section 10, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-10-2-1)

Centerline No. 1: Commencing at the Northeast Corner of the Northeast Quarter of said Section 10, thence west 30.00 feet along the North Line of said Northeast Quarter to the Point of Beginning. From said Point of Beginning, thence south $00^{\circ}-02'-21''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,728.49 feet; thence north $89^{\circ}-57'-55''$ west 2,852.40 feet to the Point of Terminus.

(D-10-2-2)

Centerline No. 2 : Commencing at the Northeast Corner of the Northeast Quarter of said Section 10, thence west 30.00 feet along the North Line of said Northeast Quarter, thence south $00^{\circ}-02'-21''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,728.49 feet; thence north $89^{\circ}-57'-55''$ west 1,462.62 feet to the Point of Beginning. From said Point of Beginning, thence south $00^{\circ}-02'-37''$ east 507.53 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-10-2-3)

Centerline No. 3 : Commencing at the Northeast Corner of the Northeast Quarter of said Section 10, thence west 30.00 feet along the North Line of said Northeast Quarter, thence south $00^{\circ}-02'-21''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,728.49 feet; thence north $89^{\circ}-57'-55''$ west 530.88 feet to the Point of Beginning. From said Point of Beginning, thence north $00^{\circ}-19'-50''$ west 612.62 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. D-11-1-1

All that portion of a strip of land 600 feet-wide lying in the East Half of the Northwest Quarter of Section 11, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,225 feet along the East Line of said Northeast Quarter to Point of Beginning of said Centerline. From said Point of Beginning, thence south $88^{\circ}-53'-59''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,325 feet, more or less to the West Line of said East Half and the Point of Terminus.

Wind Turbine Nos. D-11-3-1 & 2

All that portion of a strip of land 600 feet-wide lying in the South Half of the Southwest Quarter of Section 11, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Southwest Quarter, thence north 487 feet along the East Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $89^{\circ}-43'-43''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 654.86 feet; thence north $51^{\circ}-15'-49''$ west 1,304.93 feet to the Point of Terminus.

Wind Turbine No. D-11-4-1

All that portion of a strip of land 600 feet-wide lying in the South Half of the Southwest Quarter of Section 11, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Southwest Quarter, thence north 487 feet along the East Line of said Southwest Quarter to Point of Beginning of said Centerline. From said Point of Beginning, thence south $89^{\circ}-43'-43''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 654.86 feet; thence north $51^{\circ}-15'-49''$ west 1,304.93 feet to the Point of Terminus.

Wind Turbine Nos. D-12-1-1 & 2 and D-12-3-1 & 2

All that portion of a strip of land 600 feet-wide in the Northwest Quarter and the Southeast Quarter of Section 12, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, lying south of the North Line of the South Half of said Northwest Quarter, and lying 300 feet on each side of the following described Centerlines:

(D-12-1-1)

Centerline No. 1: Commencing at the Southwest Corner of said Section 12, thence east 1,331 feet along the South Line of said Section 12 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north $00^{\circ}-03'-08''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 3,686.20 feet; thence north $89^{\circ}-45'-16''$ west 809.59 feet to the Point of Terminus.

(D-12-1-2)

Centerline No. 2: Commencing at the Southwest Corner of said Section 12, thence east 1,331 feet along the South Line of said Section 12; thence north $00^{\circ}-03'-08''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 3,506.37 feet to the Point of Beginning of said Centerline No. 2.

From said Point of Beginning, thence north 89°-41'-55" east 1,133.36 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-12-3-1)

Centerline No. 3: Commencing at the Southwest Corner of said Section 12, thence east 1,331 feet along the South Line of said Section 12; thence north 00°-03'-08" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,380.08 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north 89°-45'-37" west 529.09 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(D-12-3-2)

Centerline No. 4: Commencing at the Southwest Corner of said Section 12, thence east 1,331 feet along the South Line of said Section 12; thence north 00°-03'-08" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,223.67 feet to the Point of Beginning of said Centerline No. 4. From said Point of Beginning, thence north 89°-45'-42" east 1,247.36 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. D-12-2-1

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 12, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 535 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-32'-26" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 778.10 feet to the Point of Terminus.

Wind Turbine Nos. D-13-4-1

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 13, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Southeast Quarter, thence west 2,292 feet along the North Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-31'-13" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,008.73 feet to the Point of Terminus.

Wind Turbine No. D-13-4-2 & 3

(D-13-4-2)

All that portion of a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 1 lying within the Southeast Quarter of Section 13, and the Northeast Quarter of Section 24 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Southeast Quarter, thence west 90 feet along the North Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south $00^{\circ}-14'-28''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,484.96 feet; thence north $88^{\circ}-42'-31''$ west 726.01 feet to the Point of Terminus.

(D-13-4-3)

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 2 in the Southeast Quarter of Section 13, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Southeast Quarter, thence west 90 feet along the North Line of said Southeast Quarter; thence south $00^{\circ}-14'-28''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 820.08 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north $89^{\circ}-45'-32''$ west 764.62 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1. .

Wind Turbine Nos. D-22-4-1 & 3

All that portion of a strip of land 600 feet-wide lying within the parcels of land known as PIN (Parcel Identification Number) 23-22-400-006 in the Southeast Quarter of Section 22 and PIN (Parcel Identification Number) 23-22-300-00 in the Southwest Quarter of Section 22 and in said Southeast Quarter, in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-22-4-3)

Centerline No. 1: Beginning at a point 1,366 feet west and 27 feet south of the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 22. From said Point of Beginning, thence south $88^{\circ}-57'-22''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,718.82 feet; thence south $89^{\circ}-12'-46''$ east 1,041.59 feet; thence north $00^{\circ}-32'-58''$ west 1,335.76 feet; thence south $89^{\circ}-06'-46''$ east 315.54 feet to a point lying 955 feet west of the East Line of said Southeast Quarter; thence south $00^{\circ}-53'-14''$ west 477.34 feet to the Point of Terminus.

(D-22-4-1)

Centerline No. 2: Commencing at a point 1,366 feet west and 27 feet south of the Northeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 22, thence south $88^{\circ}-57'-22''$ east (bearings derived from Local Control

Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,718.82 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south $01^{\circ}-11'-38''$ west 640.10 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. D-22-4-2 and D-23-3-1

All that portion of a strip of land 600 feet-wide lying within the parcels of land known as PIN (Parcel Identification Number) 23-27-200-010 in the Northeast Quarter of Section 27, PIN (Parcel Identification Number) 23-22-400-006 in the Southeast Quarter of Section 22 and PIN (Parcel Identification Number) 23-23-300-001 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-23-3-1)

Centerline No. 1: Beginning at the Centerline of a Road running east and west through the Northeast Quarter of said Section 27 lying 12 feet west of the East Line of said Northeast Quarter. From said Point of Beginning, thence north 1,248 feet, more or less to a point on the North Line of said Northeast Quarter lying 19 feet west of the Northeast Corner thereof; thence; north $00^{\circ}-05'-48''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,717.92 feet to a point lying 938 feet south of the North Line of the Southeast Quarter of said Section 22; thence south $89^{\circ}-34'-55''$ east 925.53 feet; thence north $00^{\circ}-25'-05''$ east 440.48 feet to the Point of Terminus.

(D-22-4-2)

Centerline No. 2: Commencing at the Centerline of a Road running east and west through the Northeast Quarter of said Section 27 lying 12 feet west of the East Line of said Northeast Quarter, thence north 1,248 feet, more or less to a point on the North Line of said Northeast Quarter lying 19.27 feet west of the Northeast Corner thereof; thence north $00^{\circ}-05'-48''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 562.13 feet to the Point of Beginning of said Centerline No.2. From said Point of Beginning, thence north $89^{\circ}-44'-39''$ west 1,128.67 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Also, a tract of land lying between the strips of land described in D-23-3-1 and D-22-4-3, more particularly described as follows: The North 300 feet of the East 655 feet of the parcel known as PIN (Parcel Identification Number) 23-22-400-006 in the Southeast Quarter of Section 22 and the East 325.54 feet of the South 338 feet of the North 638 feet of said parcel PIN (Parcel Identification Number) 23-22-400-006.

Wind Turbine No. D-23-3-2

All that portion of a strip of land 600 feet-wide in the Southeast Quarter of the Southwest Quarter of Section 23, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southwest Quarter, thence north 1,298 feet along the East Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-34'-55" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 538.13 feet; thence south 00°-25'-05" west 418.73 feet to the Point of Terminus.

Wind Turbine No. D-24-2-1

All that portion of a strip of land 600 feet-wide in the East Half of the Northeast Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the East Half of said Northeast Quarter, thence east 30 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-11'-04" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,478.24 feet; thence south 89°-45'-06" east 660.25 feet to the Point of Terminus.

Wind Turbine No. D-24-3-1

All that portion of a strip of land 600 feet-wide in the Northwest Quarter of the Southwest Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence east 30 feet along the North Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-04'-52" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 459.42 feet; thence south 89°-55'-08" east 363.14 feet to the Point of Terminus.

Wind Turbine No. D-24-3-2

All that portion of a strip of land 600 feet-wide in the Northwest Quarter of the Southwest Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence east 1,248 feet along the North Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-36'-04" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,015.28 feet; thence south 89°-35'-33" west 472.27 feet to the Point of Terminus.

Wind Turbine Nos. D-24-4-1, 2 & 3

A strip of land 600 feet-wide in part of the Southeast Quarter of Section 24 and in part of the Northeast Quarter of Section 25 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-24-4-2 & 3)

Centerline No. 1: Commencing at the Northeast Corner of said Southeast Quarter, thence west 1,338 feet along the North Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south $00^{\circ}-15'-34''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,586.72 feet; thence north $89^{\circ}-09'-47''$ east 1,137.88 feet to the Point of Terminus.

(D-24-4-1)

Centerline No. 2: Commencing at the Northeast Corner of said Southeast Quarter, thence west 1,338 feet along the North Line of said Southeast Quarter, thence south $00^{\circ}-15'-34''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,375.13 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north $88^{\circ}-46'-47''$ west 1,213.18 feet to the Point of Terminus except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. D-24-4-3

All that portion of a strip of land 600 feet-wide lying within the Southeast Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Southeast Quarter, thence west 1,338 feet along the North Line of said Southeast Quarter; thence south 00°-15'-34" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,339.90 feet; thence south 89°-52'-17" east 300.00 feet to the Point of Beginning. From said Point of Beginning, thence south 89°-52'-17" east 749.89 feet; thence south 00°-00'-00" east 380.21 feet to the Point of Terminus.

PIN 23-24-300-003

Wind Turbine Nos. D-25-1-1 and D-26-2-1

All that portion of a strip of land 600 feet-wide in the East Half of the East Half of the Northeast Quarter of Section 26 and lying in a parcel of land in the Northwest Quarter of Section 25 known as P.I.N. (Parcel Identification Number) 23-25-100-00, all being in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at a point in the center of a east-west road running through said Northwest Quarter lying 686 feet east of the West Line of said Northwest Quarter. From said Point of Beginning, thence north 00°-11'-22" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,557.71 feet; thence north 80°-38'-59" west 119.83 feet; thence north 68°-28'-49" west 1,297 feet, more or less, to the West Line of the East Half of the East Half of the Northeast Quarter of said Section 26 and the Point of Terminus.

Wind Turbine No. D-25-2-1

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 25, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Beginning at a point in the center of a east-west road running through said Northeast Quarter lying 615 feet east of the West Line of said Northeast Quarter. From said Point of Beginning, thence north 00°-26'-05" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 954.93 feet to the Point of Terminus.

Wind Turbine No. D-25-2-2

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 25, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described

Centerline. Beginning at a point in the center of a east-west road running through said Northeast Quarter lying 1,746 feet east of the West Line of said Northeast Quarter. From said Point of Beginning, thence north $01^{\circ}-01'-15''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 760.21 feet to the Point of Terminus.

Wind Turbine No. D-29-3-2

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 29, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Southwest Quarter, thence west 1,361 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $00^{\circ}-23'-29''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,784.68 feet to the Point of Terminus.

Wind Turbine No. D-29-3-3

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 29, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Southwest Quarter, thence north 770 feet along the East Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $88^{\circ}-22'-39''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 818.00 feet to the Point of Terminus.

Wind Turbine No. D-29-4-1

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 29, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southwest Corner of said Southeast Quarter, thence north 770 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $67^{\circ}-32'-06''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 930.63 feet to the Point of Terminus.

Wind Turbine Nos. D-30-4-1 & 2 and D-29-3-1

A strip of land 600 feet-wide lying in the Southeast Quarter of Section 30 and the Southwest Quarter of Section 29 in Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(D-30-4-1 & 2)

Centerline No. 1: Commencing at the Southwest Corner of said Southwest Quarter, thence east 33 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-05'-08" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 495.68 feet; thence north 85°-51'-57" west 991.81 feet; thence north 02°-40'-31" west 1,889.04 feet to the Point of Terminus.

(D-29-3-1)

Centerline No. 2: Commencing at the Southwest Corner of said Southwest Quarter, thence east 33 feet along the South Line of said Southwest Quarter; thence north 00°-05'-08" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 495.68 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 85°-51'-57" east 416.69 feet to the Point of Terminus except any portion of the 600 foot-wide strip described along said Centerline No. 1. Except any portion lying with the West Half of the Southeast Quarter of said Section 30.

Wind Turbine No. D-32-1-1

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 32, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Northwest Corner of said Northwest Quarter, thence south 862 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-16'-06" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 816.18 feet to the Point of Terminus.

Wind Turbine Nos. D-36-2-1 & 2

All that portion of a strip of land 600 feet-wide in the West Half of the Northeast Quarter of Section 36, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 279 feet along the North Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 04°-01'-00" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 489.38 feet; thence south 35°-16'-04" east 1,394.67 feet to the Point of Terminus.

3 Foot Wide Connecting Strips (Arrowsmith - Area 1)

A strip of land 3 feet wide in Sections 1 through 16, inclusive, Township 23 North, Range 5 East of the Third Principal Meridian, Sections 1 and 12, Township 23 North, Range 4 East of the Third Principal Meridian, and Sections 31, 32 and 33 in Township 24 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 1.5 feet on each side of the following described Centerlines:

Centerline No. A-1-A:

Beginning at the Southwest Corner of said Section 9. From said Point of Beginning, thence east along the South Lines of said Sections 9 through 12, inclusive to the Southwest Corner of the Southeast Quarter of said Section 12 and the point of Terminus.

Centerline No. A-1-B:

Beginning at a point on the West Line of said Section 6 lying 2,243 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south along said West Line to the Southwest Corner of said Section 6 and the Point of Terminus.

Centerline No. A-1-D:

Beginning at the Southwest Corner of said Section 12, Township 23 North, Range 5 East of the Third Principal Meridian in said McLean County. From said Point of Beginning, thence north 1,327 feet along the West Line of the Southwest Quarter of said Section 12 to the Point of Terminus.

Centerline No. A-1-E:

Beginning at a point on the West Line of the Northwest Quarter of said Section 1, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, lying 1,835 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south along said West Line, the West Line of the Southwest Quarter of said Section 1 and the West Line of the Northwest Quarter of said Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, to a point lying 2,119 feet south of the Northwest Corner of the Northwest Quarter of said Section 12 and the Point of Terminus.

Centerline No. A-1-F:

Beginning at the Southeast Corner of said Section 8. From said Point of Beginning, thence north along the East Line of said Section 8 and the East Line of said Section 5 to the Northeast Corner thereof; thence west along the North Line of said Section 5 and the North Line of Section said 6 to the Northwest Corner thereof and the Point of Terminus.

Centerline No. A-1-G:

Beginning at the Southeast Corner of said Section 1. From said Point of Beginning, thence west along the South Lines of said Sections 1 through 6, inclusive, to the Southwest Corner of said Section 6 and the Point of Terminus

3 Foot Wide Connecting Strips (Arrowsmith - Area 2)

A strip of land 3 feet wide in Sections 13, 14, 15, and 17 through 36, inclusive, in Township 23 North, Range 5 East of the Third Principal Meridian, Sections 13, 24, 25 and 36 in Township 23

North, Range 4 East of the Third Principal Meridian, and Section 30 in Township 23 North, Range 6 East of the Third Principal Meridian, all in McLean County, Illinois, and lying 1.5 feet on each side of the following described Centerlines:

Centerline No. A-2-A:

Beginning at a point on the North Line of the Northeast Quarter of said Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, lying 917 feet west of the Northeast Corner of said Northeast Quarter. From said Point of Beginning, thence west along the North Line of said Section 32 to the Northwest Corner thereof; thence north along the West Line of the Southwest Quarter of said Section 29 to the Northwest Corner thereof; thence west along the East-West Centerline of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, to the Northwest Corner of the Southwest Quarter of said Section 30; thence south along the West Line of said Southwest Quarter and the West Line of the Northwest Quarter of said Section 31 to the Southwest Corner thereof; thence south 562 feet along the West Line of the Southwest Quarter of said Section 31 to the Point of Terminus.

Centerline No. A-2-B:

Beginning at the Southwest Corner of the Northwest Quarter of said Section 34. From said Point of Beginning, thence north along the West Line of said Northwest Quarter to a point lying 1,404 feet south of the Northeast Corner of the Northeast Quarter of said Section 33 and the Point of Terminus.

Centerline No. A-2-C:

Beginning at a point on the North Line of the Northeast Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, in said McLean County, lying 2,507 feet west of the Northeast Corner of said Northeast Quarter. From said Point of Beginning, thence west along the North Line of said Northeast Quarter, the North Line of the Northwest Quarter of said Section 36 and the North Line of said Section 35 to the Northwest Corner thereof; thence south along the Northwest Quarter of said Section 35 to the Southwest Corner thereof; thence west along the East-West Centerlines of said Sections 34 and 33 to a point lying 1,260 feet east of the Southwest Corner of the Northwest Quarter of said Section 33 and the Point of Terminus.

Centerline No. A-2-D:

Beginning at the Northwest Corner of the Southwest Quarter of said Section 35. From said Point of Beginning, thence south along the West Line of said Southwest Quarter to a point lying 890 feet north of the Southwest Corner of said Southwest Quarter and the Point of Terminus.

Centerline No. A-2-E:

Beginning at the Northeast Corner of said Section 35. From said Point of Beginning, thence south along the East Line of said Section 35 to a point lying 433 feet north of the Southeast Corner of said Section 35 and the Point of Terminus.

Centerline No. A-2-F:

Beginning at the Southwest Corner of the Northwest Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian in said McLean County. From said Point of Beginning, thence east 2,329 feet along the South Line of said Northwest Quarter to the Point of Terminus.

Centerline No. A-2-G:

Beginning at the Northeast Corner of said Section 25. From said Point of Beginning, thence west along the North Line of said Section 25 to the Northwest Corner thereof and the Point of Terminus.

Centerline No. A-2-H:

Beginning at a point on the East Line of the Southeast Quarter of said Section 21 lying 1,729 feet north of the Southeast Corner thereof. From said Point of Beginning, thence south 1,729 feet along the East Line of said Southeast Quarter; thence west along the South Lines of said Sections 21 and 20 to the Southwest Corner of said Section 20; thence north along the West Line of said Section 20 to the Northwest Corner thereof; thence west along the North Line of said Section 19 to the Centerline of a North-South Road running through said Section 19 and the Point of Terminus.

Centerline No. A-2-I:

Beginning at the Southwest Corner of said Section 17. From said Point of Beginning, thence east along the South Line of said Section 17 to a point lying 1,090 feet east of the Southwest Corner of the Southeast Quarter of said Section 17 and the Point of Terminus.

Centerline No. A-2-J:

Beginning at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 19. From said Point of Beginning, thence west along the South Line of the Northeast Quarter of said Southeast Quarter to a point lying 953 feet east of the Northwest Corner of the Southwest Quarter of said Southeast Quarter and the Point of Terminus.

Centerline No. A-2-K:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 13. From said Point of Beginning, thence south along the East Line of said Southeast Quarter to the Northwest Corner of the Southwest Quarter of said Section 18; thence east along the North Line of said Southwest Quarter to the centerline of a road running north-south through the Southwest Quarter of said Section 18 and the Point of Terminus.

Centerline No. A-2-L:

Beginning at the Northeast Corner of said Section 25. From said Point of Beginning, thence south along the West Line of said Section 25 to the Southwest Corner of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, in said McLean County and the Point of Terminus.

Centerline No. A-2-M:

Beginning at the Northeast Corner of the Southeast Quarter of Section 24, Township 23 North, Range 4 East of the Third Principal Meridian, in said McLean County. From said Point of Beginning, thence south along the West Line of the Northwest Quarter of said Section 19 to the Southwest Corner thereof; thence east along the South Line of said Northwest Quarter to the Centerline of road running north-south through said Section 19 and the Point of Terminus.

Centerline No. A-2-N:

Beginning at the Southeast Corner of said Section 23. From said Point of Beginning, thence north along the East Line of said Section 23 to the Northeast Corner thereof; thence west along the North Line of said Section 23 and the North Lines of said Sections 22 and 21 to the Northwest Corner of said Section 21; thence north along the East Line of said Section 17 to the

Northeast Corner thereof; thence west along the North Line of said Section 17 and said Section 18 to the intersection of the Centerline of a road running south through the Northwest Quarter of said Section 18; thence south along said Centerline of said road running north-south through said Northwest Quarter, the Southwest Quarter of said Section 18, the Northwest and Southwest Quarters of said Section 19 and the Northwest Quarter of Section 30 in said Township 23 North, Range 5 East to the South Line of said Northwest Quarter and the Point of Terminus.

Centerline No. A-2-O:

Beginning at a point on the South Line of the Southeast Quarter of said Section 20 at the Centerline of a north-south road. From said Point of Beginning, thence north along the Centerline of said north-south road to a point lying 337 feet south of the Northwest Corner of said Southeast Quarter and the Point of Terminus.

Wind Turbine No. A-1-3-1

All that portion of a strip of land lying within the P.I.N. (Parcel Identification Number) 24-01-300-001 in the Southwest Quarter of Section 1, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said strip being 600 feet-wide lying 300 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of said Southwest Quarter, thence north 2,107 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-33'-5" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,124.77 feet to the Point of Terminus.

Wind Turbine Nos. A-1-4-1 & 2 and C-6-3-1

All that portion of a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines lying within the Southeast Quarter of Section 1, Township 23 North, Range 5 East of the Third Principal Meridian, the Southwest Quarter of Section 6, Township 23 North, Range 6 East of the Third Principal Meridian and the Northwest Quarter of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, all being in McLean County, Illinois.

(C-1-4-1)

Centerline No. 1: Commencing at the Southwest Corner of the Southeast Quarter of said Section 1, thence east 2,585 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-48'-16" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,783.49 feet; thence north 89°-50'-32" west 1,370.68 feet to the Point of Terminus.

(C-6-3-1)

Centerline No. 2: Commencing at the Southwest Corner of the Southeast Quarter of said Section 1, thence east 2,585 feet along the South Line of said Southeast Quarter; thence north 00°-48'-16" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 735.92 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-50'-40" east 1,124.58 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(C-1-4-2)

Centerline No. 3: Commencing at the Southwest Corner of the Southeast Quarter of said Section 1, thence east 2,585 feet along the South Line of said Southeast Quarter; thence north 00°-48'-16" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,251.52 feet to the

Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north 89°-38'-46" west 407.28 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. A-2-2-1

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 2, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,835 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 87°-39'-28" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,000.15 feet to the Point of Terminus.

Wind Turbine No. A-2-3-1

A strip of land 600 feet-wide in the Southwest Quarter and the Southeast Quarter of Section 2, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,605 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-02'-23" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,407.79 feet; thence north 77°-08'-42" west 460.33 feet to the Point of Terminus.

Wind Turbine Nos. A-2-3-2 and A-3-4-2

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 2 and the Southeast Quarter of Section 3, all in Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines.

Centerline No. 1 is described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 2, thence east 9 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-42'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,794.00 feet; thence north 88°-36'-40" west 1,042.45 feet to the Point of Terminus.

Centerline No. 2 is described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 2, thence east 9 feet along the South Line of said Southwest Quarter; thence north 00°-42'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,350.43

feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north $76^{\circ}-56'-52''$ east 530.02 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. A-2-3-3

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 2, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Southwest Quarter, thence east 1,274 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $02^{\circ}-10'-10''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,335.34 feet to the Point of Terminus.

Wind Turbine No. A-2-4-1 & 2

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 2, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,310 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $89^{\circ}-49'-48''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 844.13 feet; thence north $67^{\circ}-28'-45''$ west 1,369.04 feet to the Point of Terminus.

Wind Turbine No. A-3-3-1

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 3, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southwest Quarter, thence west 636 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $00^{\circ}-04'-47''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,416.00 feet to the Point of Terminus.

Wind Turbine Nos. A-3-2-1 and A-3-4-1

All that portion of a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines in the Northwest Quarter, the Northeast Quarter, the Southwest Quarter and the Southeast Quarter of Section 3, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois:

(A-3-2-1)

Centerline No. 1 being a part of the said Northwest, Northeast, Southwest and Southeast Quarters. Beginning at the Southwest Corner of said Southeast Quarter, thence north 00°-00'-07" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.20 feet along the West Line of said Southwest Quarter; thence south 89°-10'-46" east 445.68 feet; thence north 00°-04'-03" west 2,508.81 feet; thence north 89°-48'-47" west 442.61 feet to the Point of Terminus.

(A-3-4-1)

Centerline No. 2 being a part of the said Southeast Quarter. Commencing at the Southwest Corner of said Southeast Quarter, thence north 00°-00'-07" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.20 feet along the West Line of said Southwest Quarter; thence south 89°-10'-46" east 445.68 feet; thence north 00°-04'-03" west 1,820.89 feet to the Point of Beginning. From said Point of Beginning, thence south 89°-48'-51" east 857.88 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Excepting therefrom any portion of the above described property lying within PIN (Parcel Identification Number) 24-03-400-010 in said Southeast Quarter.

Wind Turbine No. A-4-3-1

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 4, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Southwest Quarter, thence north 679 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 88°-53'-57" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 815.39 feet to the Point of Terminus.

Wind Turbine Nos. A-5-2-1 and A-5-4-1

All that portion of the following described strips of land lying within PIN (Parcel Identification Number) 24-05-400-003 in the Northeast Quarter and the Southeast Quarter of Section 5, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Strips being 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-5-2-1)

Centerline No. 1. Commencing at the Northeast Corner of said Southeast Quarter, thence south 820 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-20'-06" west (bearings derived from Local Control

Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,528.41 feet; thence north 00°-29'-58" east 1,243.22 feet to the Point of Terminus.

(A-5-4-1)

Centerline No. 2. Commencing at the Northeast Corner of said Southeast Quarter, thence south 820 feet along the East Line of said Southeast Quarter; thence north 89°-20'-06" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,637.22 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 00°-39'-54" east 343.47 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. A-6-4-1 & 2

All that portion of the following described strips of land lying within the Southeast Quarter of Section 6, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, except the West 40 Acres thereof. Said Strips being 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-6-4-1)

Centerline No. 1. Commencing at the Southeast Corner of said Southeast Quarter, thence west 1,936 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-42'-59" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,857.57 feet; thence south 89°-46'-38" east 529.99 feet to the Point of Terminus.

(A-6-4-2)

Centerline No. 2. Commencing at the Southeast Corner of said Southeast Quarter, thence west 1,936 feet along the South Line of said Southeast Quarter, thence north 00°-42'-58" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 638.04 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-46'-41" east 1,191.87 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. A-7-1-1 & 2 and A-7-2-2

A strip of land 600 feet-wide being a part of the Northwest Quarter and the Northeast Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 500 feet along the North Line of said Northwest

Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-11'-24" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 462.57 feet; thence south 65°-37'-34" east 1,031.95 feet; thence south 78°-40'-23" east 1,355.59 feet to the Point of Terminus.

Access Road to A-7-1-2

A strip of land 50 feet-wide being a part of the Northwest Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 25 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence west 1,441 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-11'-24" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 556.46 feet to the North Line of said 600 foot-wide strip and the Point of Terminus.

Access Road to A-7-2-2

A strip of land 50 feet-wide being a part of the Northeast Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 25 feet on each side of the following described Centerline: Commencing at the Northwest Corner of the Northwest Quarter of said Section 7, thence west 2,477 feet along the North Line of said Northwest Quarter and said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-11'-24" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 783.46 feet to the North Line of said 600 foot-wide strip and the Point of Terminus.

Wind Turbine Nos. A-7-2-1 and A-8-1-1

All that portion of the following described strips of land lying within the Southeast Quarter of Section 7, the Southeast Quarter of the Northeast Quarter of Section 7 and the Southwest Quarter of the Northwest Quarter of Section 8, all Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Strips being 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-7-2-1)

Centerline No. 1. Commencing at the Southeast Corner of the Southeast Quarter of said Section 7, thence west 69 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-13'-06" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 3,469.39 feet; thence south 89°-23'-00" west 431.09 feet to the Point of Terminus.

A-8-1-1)

Centerline No. 2. Commencing at the Southeast Corner of said Southeast Quarter, thence west 69 feet along the South Line of said Southeast Quarter, thence north 00°-13'-06" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 3,123.52 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-46'-57" east 1,126.34 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. A-7-3-1 & 2 and A-7-4-1 & 2

A strip of land 600 feet-wide being a part of the Southeast Quarter and the Southwest Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 935 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-04' 52" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,169.47 feet; thence north 65°-29'-14" west 1,102.16 feet; thence north 70°-18'-36" west 1,501.28 feet; thence north 89°-46'-16" west 956.41 feet to the Point of Terminus.

Wind Turbine Nos. A-8-3-1 and A-8-4-1

A strip of land 600 feet-wide being a part of the Southeast Quarter and the Southwest Quarter of Section 8, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,482 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-46' 31" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 705.98 feet; thence north 30°-25'-46" east 1,485.09 feet to the Point of Terminus.

Wind Turbine No. A-8-4-2

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 8, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Southeast Quarter, thence south 491 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-47' 36" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 846.63 feet to the Point of Terminus.

Wind Turbine Nos. A-9-3-1 & 2

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-9-3-1)

Centerline No. 1 being a part of the Northwest Quarter and the Southwest Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Beginning at the Northwest Corner of said Southwest Quarter. From said Point of Beginning, thence east 1,889 feet along the North Line of said Southwest Quarter; thence south $00^{\circ}-02'-29''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 722.02 feet to the Point of Terminus.

(A-9-3-2)

Centerline No. 2 being a part of the Southwest Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Beginning at a point on the North Line of said Southwest Quarter lying 869 feet east of the Northwest Corner of said Southwest Quarter. From said Point of Beginning, thence south $00^{\circ}-26'-13''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 444.28 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Also, a strip of land 600 feet-wide lying 300 feet on each side of the North Line of said Southwest Quarter bounded on the west by the above described strips of land and bounded on the east by the East Lines of said Northwest and Southwest Quarters.

Wind Turbine No. A-9-3-3

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 513 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $88^{\circ}-58'-44''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 966.55 feet to the Point of Terminus.

Wind Turbine Nos. A-9-4-1, 2 & 3

A strip of land 600 feet-wide being a part of the Southwest Quarter and part of the Southeast Quarter of Section 9, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at the Northwest Corner of said Southeast Quarter, thence south 762.50 feet along the West Line of said

Southeast Quarter; thence south 77°-02'-43" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,277.50 feet; thence south 89°-48'-17" east 891.48 feet; thence south 00°-08'-12" east 847.22 feet to the Point of Terminus.

Wind Turbine No. A-10-1-1

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 487 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-02'-30" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,280.53 feet to the Point of Terminus.

Wind Turbine No. A-10-2-1

A strip of land 600 feet-wide lying being a part of the Northeast Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 783 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-05'-23" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,873.02 feet to the Point of Terminus.

Wind Turbine Nos. A-10-3-1 & 2 and A-10-4-1 & 2

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-10-3-1 & 2)

Centerline No. 1 being a part of the Southwest Quarter and the Southeast Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,651 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-38'-01" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,738.32 feet; thence north 03°-17'-42" east 532.35 feet; thence north 89°-19'-56" west 1,234.32 feet to the Point of Terminus.

(A-10-4-1 & 2)

Centerline No. 2 being a part of the Southwest Quarter and the Southeast Quarter of Section 10, Township 23 North, Range 5 East of the Third Principal

Meridian, McLean County, Illinois. Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,651 feet along the South Line of said Southwest Quarter, thence north $00^{\circ}-38'-01''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,738.32 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south $77^{\circ}-55'-45''$ east 1,138.75 feet; thence south $67^{\circ}-28'-05''$ east 1,369.06 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. A-11-1-1

All that portion of a strip of land lying within the P.I.N. (Parcel Identification Number) 24-11-100-005 in the Northwest Quarter of Section 11, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said strip being 600 feet-wide lying 300 feet on each side of the following described Centerline:

Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,274 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $00^{\circ}-11'-19''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,137.57 feet; thence north $89^{\circ}-24'-22''$ west 772.17 feet to the Point of Terminus.

Wind Turbine No. A-11-2-1 & 2

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 11, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,739 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $89^{\circ}-49'-48''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 953.29 feet; thence north $74^{\circ}-02'-29''$ west 1,506.86 feet to the Point of Terminus.

Wind Turbine Nos. A-11-4-1 & 2

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 11, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-11-4-1)

Centerline No. 1: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,327 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning,

thence north 88°-40'-07" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,912.50 feet; thence north 01°-03'-22" east 448.55 feet to the Point of Terminus.

(A-11-4-2)

Centerline No. 2: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,327 feet along the East Line of said Southeast Quarter; thence north 88°-40'-07" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 640.90 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 00°-07'-30" east 735.49 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. A-12-1-1, A-12-3-1 & 2 and A-12-4-1

A strip of land 600 feet-wide being a part of Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Section 12, thence south 2,119 feet along the West Line of said Section to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 84°-34'-14" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 790.98 feet; thence south 58°-22'-51" east 1,048.69 feet; thence south 60°-17'-31" east 1,046.32 feet; thence south 89°-50'-18" east 884.44 feet; thence south 00°-46'-20" west 815.97 feet to the Point of Terminus.

Wind Turbine No. A-12-2-1

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 1,601 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 02°-03'-02" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 768.51 feet to the Point of Terminus.

Wind Turbine No. A-12-3-3

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Southwest Quarter, thence north 482 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-23'-19" east (bearings derived from Local Control

Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 877.16 feet to the Point of Terminus.

Wind Turbine Nos. A-13-1-2 and A-13-2-1

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-13-2-1)

Centerline No. 1 being a part of the Northwest Quarter and the Northeast Quarter of Section 13, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Beginning at the Northeast Corner of said Northwest Quarter. From said Point of Beginning, thence south $00^{\circ}-22'-56''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,751.26 feet; thence south $00^{\circ}-09'-46''$ west 328.32 feet; thence south $89^{\circ}-50'-18''$ east 1,131.84 feet to the Point of Terminus.

(A-13-1-2)

Centerline No. 2 being a part of the Northwest Quarter of Section 13, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northwest Quarter, thence south $00^{\circ}-22'-56''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,751.26 feet to the Point of Beginning. From said Point of Beginning, thence north $89^{\circ}-50'-18''$ west 661.03 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. A-13-1-1

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline: Said Centerline being in a part of the Northwest Quarter of Section 13, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,272 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $00^{\circ}-41'-32''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,072.36 feet to the Point of Terminus.

Wind Turbine Nos. A-14-1-1 & 2 and A-14-2-1 & 2

A strip of land 600 feet-wide being a part of Section 14, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-14-2-1 & 2)

Centerline No. 1: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,127.56 feet; thence south 01°-46'-55" east 461.48 feet; thence south 89°-49'-33" east 865.41 feet to the Point of Terminus.

(A-14-1-1 & 2)

Centerline No. 2: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter; thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,127.56 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence south 89°-31'-37" west 690.29 feet; thence north 70°-46'-56" west 1,354.34 feet to the Point of Terminus. except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(A-14-2-1)

Centerline No. 3: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter; thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 673.56 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning; thence south 89°-49'-34" east 1,120.59 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1

Also, excepting therefrom, any portion of the above described strips lying within the Southwest Quarter of said Section 14.

Wind Turbine Nos. A-15-2-1, 2 & 3

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 15, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-15-2-3)

Centerline No. 1: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,553.86 feet to the Point of Terminus.

(A-15-2-1)

Centerline No. 2: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 510.42 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-49'-02" east 756.98 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(A-15-2-2)

Centerline No. 3: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,808.17 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north 89°-20'-23" west 1,251.14 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. A-16-1-1

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 16, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northwest Quarter, thence north 803 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 87°-57'-31" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 999.21 feet to the Point of Terminus.

Wind Turbine Nos. A-17-4-1 & 2

All that portion of the following described strips of land lying within the West Half of the Southeast Quarter of Section 7 and the South Half of the Southwest Quarter of Section 7, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Strips being 600 feet-wide lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Southeast Quarter of said Section 7, thence east 1,090 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-14'-26" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 563.68 feet; thence north 66°-05'-56" west 1,457.62 feet to the Point of Terminus.

Wind Turbine No. A-18-3-1

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 18, Township 23 North, Range 5 East of the Third Principal Meridian, McLean

County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at a point on the Centerline of a north-south road running through said Southwest Quarter lying 1,736 feet north of the South Line of said Southwest Quarter. From said Point of Beginning, thence south $89^{\circ}-38'-54''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 817.72 feet to the Point of Terminus.

Wind Turbine No. A-18-4-1 & 2

A strip of land 600 feet-wide Centerline being a part of the Southeast Quarter of Section 18, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence west 453 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $00^{\circ}-37'-33''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 508.93 feet; thence north $25^{\circ}-21'-56''$ west 1,426.72 feet to the Point of Terminus.

Wind Turbine No. A-19-1-1 and A-19-2-1

A strip of land 600 feet-wide being a part of the Northeast Quarter and a part of the Northwest Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Northwest Corner of said Northwest Quarter, thence east 2,362 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $01^{\circ}-12'-53''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,376.43 feet; thence south $51^{\circ}-29'-25''$ east 1,359.81 feet to the Point of Terminus.

Wind Turbine No. A-19-2-2

All that portion of a strip of land 600 feet-wide lying within the Southeast Quarter of the Northeast Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 19, thence west 195 feet along the South Line of the Northeast Quarter of said Southeast Quarter; thence north $04^{\circ}-08'-45''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 530.14 feet; thence north $04^{\circ}-20'-47''$ east 783.75 feet; thence north $01^{\circ}-30'-55''$ east 300.03 feet to the Point of Beginning. From said Point of Beginning, thence north $00^{\circ}-14'-08''$ east 768.09 feet; thence north $27^{\circ}-11'-51''$ west 413.26 feet to the Point of Terminus.

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Wind Turbine Nos. A-19-4-1 & 2

All that portion of a strip of land 600 feet-wide lying within the Northeast Quarter and the Southeast Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of the Northeast Quarter of said Southeast Quarter, thence west 195 feet along the South Line of the Northeast Quarter of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $04^{\circ}-08'-45''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 530.14 feet; thence north $04^{\circ}-20'-47''$ east 783.75 feet; thence north $89^{\circ}-13'-39''$ west 1,109.84 to the Point of Terminus.

Wind Turbine No. A-19-4-3

A strip of land 600 feet-wide being in the Southeast Quarter of Section 19, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of the Southwest Quarter of said Southeast Quarter, thence east 953 feet along the North Line of the Southwest Quarter of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $00^{\circ}-03'-14''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 828.22 feet to the Point of Terminus.

Wind Turbine No. A-20-4-1

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 20, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southeast Quarter, thence south 337 feet along the West Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $88^{\circ}-54'-29''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 818.45 feet to the Point of Terminus.

Wind Turbine No. A-20-4-2

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 20, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of the Southwest Quarter of said Southeast Quarter, thence south $86^{\circ}-51'-28''$ east (bearings derived from

Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 195.35 feet to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 87°-14'-01" east 1,119.59 feet to the Point of Terminus.

Wind Turbine No. A-20-4-3

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 20, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southeast Quarter, thence east 1,020 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-39'-58" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 592.29 feet to the Point of Terminus.

Wind Turbine Nos. A-21-1-1 & 2

All that portion of a strip of land 600 feet-wide lying within the Northwest Quarter of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Section 21, thence east 94 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-07'-02" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,969.08 feet; thence south 89°-47'-41" east 332.20 feet; thence south 65°-42'-26" east 1,391.69 feet to the Point of Terminus.

Wind Turbine Nos. A-21-4-1 and A-21-3-1

All that portion of a strip of land 600 feet-wide lying within the South Half of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-21-3-1)

Centerline No. 1: Commencing at the Southwest Corner of said Section 21, thence east 2,664 feet along the South Line of said Section 21 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-33'-15" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,086.83 feet; thence north 01°-11'-36" east 453.47 feet; thence south 87°-43'-10" west 480.63 feet to the Point of Terminus.

(A-21-4-1)

Centerline No. 2: Commencing at the Southwest Corner of said Section 21, thence east 2,664 feet along the South Line of said Section 21; thence north 00°-33'-15" west (bearings derived from Local Control Monumentation established in

1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,086.83 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south $89^{\circ}-48'-04''$ east 1,061.17 feet; feet to the Point of Terminus.

Wind Turbine No. A-21-4-2

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,729 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $89^{\circ}-48'-20''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,191.69 feet to the Point of Terminus.

Wind Turbine No. A-21-4-3

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 604 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $89^{\circ}-48'-22''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 835.62 feet to the Point of Terminus.

Wind Turbine Nos. A-22-1-1

All that portion of a strip of land 600 feet-wide lying within the Southeast Quarter of the Northwest Quarter and the East Half of the Northeast Quarter of the Northwest Quarter of Section 22, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northwest Quarter, thence west 655 feet along the North Line of the Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $00^{\circ}-05'-33''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,748.60 feet; thence north $89^{\circ}-21'-00''$ west 677 feet, more or less, to the West Line of the Southeast Quarter of said Northwest Quarter and the Point of Terminus.

Wind Turbine Nos. A-22-1-2, A-22-2-1 and A-22-4-1

A strip of land 600 feet-wide being a part of Section 22, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-22-4-1)

Centerline No. 1: Commencing at the Northeast Corner of said Section 22, thence west 2,659 feet along the North Line of said Section 22 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-11'-14" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.80 feet; thence south 00°-24'-35" west 2,024.67 feet; thence south 00°-47'-23" east 461.28 feet; thence south 89°-48'-49" east 1,019.72 feet to the Point of Terminus.

(A-22-2-1)

Centerline No. 2: Commencing at the Northeast Corner of said Section 22, thence west 2,659 feet along the North Line of said Section 22; thence south 00°-11'-14" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.80 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-48'-49" east 1,004.08 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(A-22-1-2)

Centerline No. 3: Commencing at the Northeast Corner of said Section 22, thence west 2,659 feet along the North Line of said Section 22; thence south 00°-11'-14" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.80 feet; thence south 00°-24'-35" west 2,024.67 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north 89°-48'-45" west 545.53 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. A-22-3-1

The West 928 feet of the South 537 feet of the North Half of the Southwest Quarter of Section 22, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

Wind Turbine No. A-25-2-1 & 2

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 394 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-45'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 510.02 feet; thence south 35°-08'-28" east 1,372.79 feet to the Point of Terminus.

Wind Turbine Nos. A-25-2-3, A-25-4-2 and C-30-3-1

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-25-2-3)

Centerline No. 1 being a part of the Northeast Quarter and a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southeast Corner of said Northeast Quarter, thence north 44 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north $86^{\circ}-32'-04''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 177.28 feet; thence north $86^{\circ}-49'-22''$ west 644.40 feet; thence north $00^{\circ}-08'-30''$ west 836.71 feet to the Point of Terminus.

(A-25-4-2)

Centerline No. 2 being a part of the Northeast Quarter and a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian and a part of the Southwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, all in McLean County, Illinois. Commencing at the Southeast Corner of said Northeast Quarter, thence north 44 feet along the East Line of said Northeast Quarter; thence north $86^{\circ}-32'-04''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 177.28 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south $07^{\circ}-00'-43''$ east 528.48 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(C-30-3-1)

Centerline No. 3 being a part of the Southwest Quarter and a part of the Northwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southeast Corner of the Northeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, thence north 44 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence south $86^{\circ}-32'-04''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 354.29 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. A-25-3-1 & 2 and A-25-4-1

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-25-3-1 & 2)

Centerline No. 1 being all that part of said strip lying in the East Half of the Northwest Quarter, a part of the East Half of the Southwest Quarter and a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Southeast Corner of said Southeast Quarter, thence west 2,643 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north $00^{\circ}-27'-14''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,044.99 feet; thence north $02^{\circ}-05'-26''$ west 797.97 feet; thence north $88^{\circ}-28'-03''$ west 327.01 feet; thence north $55^{\circ}-54'-14''$ west 1,211 feet, more or less, to the West Line of the East Half of said Southwest Quarter and the Point of Terminus.

(A-25-4-1)

Centerline No. 2 being a part of the Southeast Quarter of Section 25, Township 23 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois. Commencing at the Southeast Corner of said Southeast Quarter, thence west 2,643 feet along the South Line of said Southeast Quarter, thence north $00^{\circ}-27'-14''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,044.99 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south $89^{\circ}-50'-17''$ east 655.87 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. A-29-1-1 & 2

(A-29-1-1)

All that portion of a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 1 lying within the North Half of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Section 29, thence west 2,434 feet along the North Line of said Section 29 to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south $01^{\circ}-05'-37''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 47.32 feet; thence north $88^{\circ}-54'-23''$ west 1,341.50 feet; thence north $89^{\circ}-40'-32''$ west 1,318.90 feet; thence south $04^{\circ}-24'-23''$ east 435.24 feet to the Point of Terminus.

(A-29-1-2)

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline No. 2 in the Northwest Quarter of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Said Centerline being more particularly described as follows: Commencing at the Northeast Corner of said Section 29, thence west 2,434 feet along the North Line of said Section 29; thence south $01^{\circ}-05'-37''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 47.32 feet; thence

north 88°-54'-23" west 1,341.50 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 00°-20'-31" east 909.18 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. A-29-2-1

The East 531 feet of the North 2,024 feet of the Northeast Quarter of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

Wind Turbine Nos. A-29-3-1 & 2 and A-29-4-1, 2 & 3

A strip of land 600 feet-wide being a part of the Southwest Quarter and a part of the Southeast Quarter of Section 29, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 552 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 85°-14'-24" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 475.39 feet; thence south 75°-28'-23" east 1,328.20 feet; thence north 84°-41'-16" east 1,177.34 feet; thence south 71°-16'-15" east 1,095.22 feet; thence south 72°-59'-42" east 1,380.52 feet to the Point of Terminus.

Wind Turbine No. A-30-2-1

A part of the Northeast Quarter and a part of the Northwest Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northeast Quarter, thence east 142 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-10'-59" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,138.60 feet to the Point of Terminus.

Wind Turbine No. A-30-1-1

A part of the Northwest Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Northwest Quarter, thence west 878 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-10'-59" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,313.85 feet to the Point of Terminus.

Wind Turbine No. A-30-2-2

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northeast Quarter, thence east 1,355 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $00^{\circ}-12'-19''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 534.23 feet; thence north $89^{\circ}-32'-12''$ west 463.24 feet to the Point of Terminus, except therefrom, any portion of said strip of land lying within the East Half of said Northeast Quarter.

Wind Turbine No. A-30-2-3

The East 455 feet of the South 827 feet of the Northeast Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

Wind Turbine No. A-30-2-4

The West 350 feet of the East Half of the Northeast Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois.

Wind Turbine No. A-30-3-1

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 30, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 538 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $89^{\circ}-43'-03''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 780.12 feet to the Point of Terminus.

Wind Turbine Nos. A-31-3-1, 2 & 3

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 31, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 562 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $89^{\circ}-46'-28''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 684.21 feet; thence south $48^{\circ}-49'-05''$ east 1,049.51 feet; thence south $26^{\circ}-04'-47''$ east 1,431.07 feet to the Point of Terminus.

Wind Turbine Nos. A-32-1-1 & 2

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-32-1-1)

Centerline No. 1: Commencing at the Northeast Corner of said Northwest Quarter, thence west 1,331 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-05'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,169.80 feet; thence north 89°-31'-36" west 1,152.55 feet to the Point of Terminus.

A-32-1-2)

Centerline No. 2: Commencing at the Northeast Corner of said Northwest Quarter, thence west 1,331 feet along the North Line of said Northwest Quarter, thence south 00°-05'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 459.21 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-31'-35" east 577.92 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. A-32-2-1

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence west 2,504 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-12'-25" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,035.43 feet to the Point of Terminus.

Wind Turbine Nos. A-32-2-2 & 3

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 32, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-32-2-3)

Centerline No. 1: Commencing at the Northeast Corner of said Northeast Quarter, thence west 917 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-25'-12" west (bearings derived from Local Control

Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,101.84 feet; thence south $01^{\circ}-11'-58''$ west 639.49 feet; thence south $88^{\circ}-32'-36''$ east 658.52 feet to the Point of Terminus.

(A-32-2-2)

Centerline No. 2: Commencing at the Northeast Corner of said Northeast Quarter, thence west 917 feet along the North Line of said Northeast Quarter; thence south $00^{\circ}-25'-12''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,101.84 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south $88^{\circ}-48'-02''$ west 866.57 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(Access Road)

Commencing at the Northeast Corner of said Northeast Quarter, thence west 917 feet along the North Line of said Northeast Quarter; thence south $00^{\circ}-25'-12''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,101.84 feet to the Point of Beginning of said Access Road. From said Point of Beginning, thence south $85^{\circ}-26'-18''$ east 929 feet, more or less to the East Line of said Northeast Quarter and the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. A-33-1-1 & 2

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-33-1-1)

Centerline No. 1: Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,330 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north $00^{\circ}-01'-37''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,157.77 feet; thence south $89^{\circ}-18'-43''$ west 531.50 feet; thence north $00^{\circ}-49'-24''$ west 1,507 feet, more or less, to the North Line of said Northwest Quarter and the Point of Terminus.

(A-33-1-2)

Centerline No. 2: Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,330 feet along the South Line of said Northwest Quarter; thence north $00^{\circ}-01'-37''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,157.77 feet to the Point of

Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-18'-43" east 774.37 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

(Access Road)

Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,330 feet along the South Line of said Northwest Quarter; thence north 00°-01'-37" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,157.77 feet; thence south 89°-18'-43" west 531.50 feet; thence north 00°-49'-24" west 281.46 feet to the Point of Beginning of said Access Road. From said Point of Beginning, thence north 85°-26'-18" west 798 feet, more or less, to the West Line of said Northwest Quarter and the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerlines.

Wind Turbine Nos. A-33-2-1, 2 & 3

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-33-2-1 & 2)

Centerline No. 1 being a part of the Northeast Quarter and a part of the Northwest Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,404 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-56'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.19 feet; thence north 86°-12'-04" west 995.00 feet; thence north 88°-29'-48" west 1,329.21 feet to the Point of Terminus.

(A-33-2-3)

Centerline No. 2 being a part of the Northeast Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence south 1,404 feet along the East Line of said Northeast Quarter; thence north 89°-56'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 417.19 feet; thence north 86°-12'-04" west 995.00 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 00°-03'-02" east 651.77 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. A-33-3-1, 2 & 3 and A-32-4-1

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-33-3-1 & 2; A-32-4-1)

Centerline No. 1 being a part of the Southwest Quarter of Section 33 and a part of the Southeast Quarter of Section 32, all in Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northwest Corner of said Southwest Quarter, thence east 1,260 feet along the North Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south $00^{\circ}-23'-10''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,485.50 feet; thence south $63^{\circ}-52'-32''$ west 1,357.15 feet; thence north $67^{\circ}-59'-19''$ west 1,331.21 feet to the Point of Terminus.

(A-33-3-3)

Centerline No. 2 being a part of the Southwest Quarter of Section 33, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northwest Corner of said Southwest Quarter, thence east 1,260 feet along the North Line of said Southwest Quarter; thence south $00^{\circ}-23'-10''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,485.50 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south $52^{\circ}-13'-43''$ east 1,453.87 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. A-34-1-1

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northwest Quarter, thence north 821 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $89^{\circ}-48'-26''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 792.67 feet to the Point of Terminus.

Wind Turbine No. A-34-1-2

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southwest Corner of said Northwest Quarter, thence east 1,546 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $00^{\circ}-08'-42''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 773.96 feet to the Point of Terminus.

Wind Turbine No. A-34-2-1

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northeast Corner of said Northeast Quarter, thence south 439 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-01'-55" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 711.64 feet to the Point of Terminus.

Wind Turbine No. A-34-2-2

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 34, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Southeast Corner of said Northeast Quarter, thence west 794 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-44'-20" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 853.78 feet to the Point of Terminus.

Wind Turbine Nos. A-35-1-1 & 2

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline. Commencing at the Northwest Corner of said Northwest Quarter, thence east 764 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-11'-57" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 486.61 feet; thence south 77°-37'-19" east 1,335.74 feet to the Point of Terminus.

Wind Turbine Nos. A-35-2-1 & 2

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerlines:

(A-35-2-1)

Centerline No. 1 being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence west 1,776 feet along the North Line of said Northeast Quarter; thence south 00°-10'-22" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping

purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,140.87 feet to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-49'-35" west 1,058.86 feet to the Point of Terminus.

(A-35-2-2)

Centerline No. 2 being a part of the Northeast Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northeast Corner of said Northeast Quarter, thence west 1,776 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 00°-10'-22" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,555.18 feet; thence south 89°-49'-39" east 506.44 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Excepting from the above described strips A-35-2-1 & 2 any portion lying within PIN (Parcel Identification Number) 24-35-200-006 and 24-35-200-007 in said Northeast Quarter.

Wind Turbine Nos. A-35-3-1 & 2

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 890 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-12'-00" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,414.30 feet; thence south 00°-09'-12" west 769.03 feet to the Point of Terminus.

Wind Turbine Nos. A-35-4-1, 2 & 3

A strip of land 600 feet-wide being a part of the Southwest Quarter and part of the Southeast Quarter of Section 35, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 433 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-49'-49" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 867.94 feet; thence north 00°-04'-57" west 969.33 feet; thence south 86°-08'-02" west 444.13 feet; thence south 77°-27'-30" west 1,507.58 feet to the Point of Terminus.

Wind Turbine Nos. A-36-1-1 & 2

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Said Centerline Commencing at the Southwest Corner of said Northwest Quarter, thence east 2,329 feet along the South Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $00^{\circ}-21'-31''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 535.64 feet; thence north $61^{\circ}-17'-13''$ west 1,363.20 feet to the Point of Terminus.

Wind Turbine No. A-36-1-3

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 505 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $00^{\circ}-29'-57''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 850.52 feet to the Point of Terminus.

Wind Turbine No. A-36-2-1

A strip of land 600 feet-wide being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 36, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Northeast Quarter, thence west 2,507 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $00^{\circ}-01'-18''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 762.22 feet to the Point of Terminus.

3 Foot Wide Connecting Strips (Cheneys Grove- Area 1)

A strip of land 3 feet wide lying 1.5 feet on each side of the following described Centerlines in Sections 1 through 12, inclusive, in Township 23 North, Range 6 East of the Third Principal Meridian, and Sections 31 through 35, inclusive in Township 24 North, Range 6 East of the Third Principal Meridian, all being in McLean County, Illinois, more particularly described as follows:

Centerline No. C-1-A:

Beginning at the Southwest Corner of the North Half of the Southwest Quarter of said Section 10. From said Point of Beginning, thence north along the West Line of said Section 10 to the Northwest Corner thereof; thence west along the North Line of Section 9 to the Northwest Corner of the Northeast Quarter of said Section 9; thence south along the West Line of said Northeast Quarter and the West Line of the Southeast Quarter of said Section 9 to the Southwest Corner of the North Half of the Southeast Quarter of said Section 9; thence west along the South Line of the North Half of the Southwest Quarter of said Section 9 and the South Line of the North Half of the South Half of said Section 8 to the Southwest Corner of the North Half of the Southwest Quarter of said Section 8; thence north along the West Lines of said Sections 8 and 5 to the Northwest Corner of said Section 5; thence east along the North Lines of said Sections 5, 4 and 3 to the Northeast Corner of said Section 3; thence south along the East Line of said Section 3 to the Southeast Corner thereof; thence east along the South Line of said Section 2 to a point lying 50 feet east of the Southwest Corner of the East Half of the Southeast Quarter of said Section 2 and the Point of Terminus.

Centerline No. C-1-B:

Beginning at the Northwest Corner of said Section 2. From said Point of Beginning, thence east along the North Line of the Northwest Quarter of said Section 2 to the Northeast Corner of said Northwest Quarter and the Point of Terminus.

Centerline No. C-1-C:

Beginning at a point on the East Line of the Southeast Quarter of said Section 7 lying 1,901 feet south of the Northeast Corner thereof. From said Point of Beginning, thence north along said East Line to the Northeast Corner of the Southeast Quarter of said Southeast Quarter and the Point of Terminus.

Centerline No. C-1-D:

Beginning at the Northwest Corner of said Section 3. From said Point of Beginning, thence south along the West Line of said Section 3 to a point lying 732 feet south of the Northwest Corner of the Southwest Corner of said Section 3 and the Point of Terminus.

Centerline No. C-1-E:

Beginning at the Northeast Corner of the Northwest Quarter of said Section 4. From said Point of Beginning, thence south along the East Line of said Northwest Quarter to a point lying 604 feet north of the Southeast Corner of said Northwest Quarter and the Point of Terminus.

Centerline No. C-1-F:

Beginning at the Southwest Corner of said Section 6. From said Point of Beginning, thence east along the South Line of said Section 6 to the Southeast Corner thereof; thence east 2,000 feet along the South Line of Southwest Quarter of said Section 5 to the Point of Terminus.

Centerline No. C-1-G:

Beginning at the Northeast Corner of said Section 6. From said Point of Beginning, thence west along the North Line of said Section 6 to a point lying 1,416 feet east of the Northwest Corner thereof and the Point of Terminus.

Centerline No. C-1-H:

Beginning at the Southwest Corner of the North Half of the Southwest Quarter of said Section 9. From said Point of Beginning, thence north along the West Line of said Section 9 to the Northwest Corner of the South Half of the Northwest Quarter of said Section 9 and the Point of Terminus.

3 Foot Wide Connecting Strips (Cheneys Grove- Area 2)

A strip of land 3 feet wide lying 1.5 feet on each side of the following described Centerlines in Sections 29, 30, 31 and 32 in Township 23 North, Range 6 East of the Third Principal Meridian, and Sections 25 and 36 in Township 23 North, Range 5 East of the Third Principal Meridian, all being in McLean County, Illinois, more particularly described as follows:

Centerline No. C-2-A:

Beginning at a point on the West Line of the East Half of the Northwest Quarter of said Section 30 lying 1,320 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south along said West Line to the Southwest Corner thereof; thence west along the South Line of the Northwest Quarter of said Section 30 to the Southwest Corner of said Northwest Quarter and the Point of Terminus.

Centerline No. C-2-B:

Beginning at the Southwest Corner of the Southwest Quarter of said Section 30. From said Point of Beginning, thence east along the South Lines of said Sections 30 and 29 to a point lying 2,338 feet east of the Southwest Corner of the Southeast Quarter of said Section 29 and the Point of Terminus.

Centerline No. C-2-C:

Beginning at a point on the South Line of the Southwest Quarter of said Section 29 at a north-south road running through said Southwest Quarter. From said Point of Beginning, thence north along the Centerline of said north-south road to a point lying 126 feet north of the North Line of said Southwest Quarter and the Point of Terminus.

Centerline No. C-2-D:

Beginning at the Northwest Corner of the Northwest Quarter of said Section 31. From said Point of Beginning, thence south 1,321 feet along the West Line of said Northwest Quarter to the Point of Terminus.

Centerline No. C-2-E:

Beginning at a point on the West Line of the Southwest Quarter of said Section 30 lying 1,313 feet north of the Southwest Corner thereof. From said Point of Beginning, thence south $88^{\circ}-54'-44''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 260.78 feet to the Point of Terminus.

Wind Turbine No. C-2-1-1

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,490 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $00^{\circ}-40'-48''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 890.77 feet to the Point of Terminus.

Wind Turbine Nos. C-2-1-2 and C-2-2-1

A strip of land 600 feet-wide being a part of the North Half of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-2-2-1)

Centerline No. 1: Commencing at the Northeast Corner of said North Half, thence west 2,668 feet along the North Line of said North Half to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south $00^{\circ}-35'-52''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,331.07 feet; thence south $00^{\circ}-00'-20''$ east 578.47 feet; thence south $86^{\circ}-24'-51''$ east 557.15 feet to the Point of Terminus.

(C-2-1-2)

Centerline No. 2: Commencing at the Northeast Corner of said North Half, thence west 2,668 feet along the North Line of said North Half; thence south $00^{\circ}-35'-52''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,331.07 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north $89^{\circ}-53'-56''$ west 905.51 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. C-2-3-1

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence east 1,979 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $01^{\circ}-00'-28''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,856.76 feet to the Point of Terminus.

Wind Turbine No. C-2-4-1

All that portion of a strip of land 600 feet-wide lying within the East Half of the Southeast Quarter of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of said Southeast Quarter, thence south 777 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-53'-48" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,344 feet, more or less, to the West Line of said East Half and the Point of Terminus. Also, the West 50 Feet of the East Half of said Southeast Quarter lying south of said strip.

Wind Turbine Nos. C-3-1-1 & 2 and C-3-2-1 & 2

A strip of land 600 feet-wide being a part of the North Half of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said North Half, thence north 1,926 feet along the West Line of said North Half to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 88°-16'-38" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 491.14 feet; thence south 73°-52'-55" east 1,077.59 feet; thence south 82°-13'-08" east 1,171.84 feet; thence south 69°-03'-50" east 1,436.63 feet to the Point of Terminus.

Wind Turbine Nos. C-3-3-1 & 2

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 732 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-52'-55" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 677.02 feet; thence south 72°-30'-01" east 1,451.25 feet to the Point of Terminus, except therefrom, any portion lying within the South Half of said Southwest Quarter.

Wind Turbine Nos. C-3-4-1 & 2

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,312 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north

89°-04'-33" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,405.22 feet; thence north 00°-07'-10" east 706.49 feet to the Point of Terminus.

Wind Turbine Nos. C-4-1-1 & 2

A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 4, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Northwest Quarter, thence north 604 feet along the East Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-52'-25" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 950.59 feet; thence north 65°-43'-33" west 1,331.96 feet to the Point of Terminus, except therefrom any portion lying within the Northwest Quarter of said Northwest Quarter.

Wind Turbine No. C-5-1-1

All that portion of a 600 feet-wide strip of land lying within the East Half of the Northwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said East Half, thence east 62 feet along the North Line of said East Half to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-40'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,742.40 feet; thence south 89°-51'-37" east 1,087.54 feet to the Point of Terminus.

Wind Turbine No. C-5-3-1

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 2,078 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-58'-45" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 710.19 feet; thence north 03°-22'-49" east 347.05 feet to the Point of Terminus.

Wind Turbine Nos. C-5-3-2 & 3A

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean

County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-5-3-2)

Centerline No. 1: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,000 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-08'-21" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,549.49 feet; thence north 89°-38'-42" west 693.97 feet to the Point of Terminus.

(C-5-3-3A)

Centerline No. 2: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,000 feet along the South Line of said Southwest Quarter; thence north 00°-08'-21" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 483.92 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-51'-39" west 482.91 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. C-6-1-1 & 2 and C-6-3-2

A strip of land 600 feet-wide being a part of the Northwest Quarter and part of the Southwest Quarter of Section 6, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-6-1-2 and C-6-3-2)

Centerline No. 1: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,416 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-15'-47" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,745.83 feet; thence south 89°-32'-05" east 1,401.55 feet, more or less, to the East Line of said Southwest Quarter and the Point of Terminus.

(C-6-1-1)

Centerline No. 2: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,416 feet along the North Line of said Northwest Quarter; thence south 00°-15'-47" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,392.56 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-50'-44" west 1,195.64 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine Nos. C-6-4-2

A strip of land 600 feet-wide being a part of Section 6 Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at the Northeast Corner of the Southeast Quarter of said Section 6. From said Point of Beginning, thence north 89°-51'-15" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 666.40 feet; thence south 00°-08'-48" west 432.91 feet to the Point of Terminus.

Excepting therefrom any portion of the above described strips lying within the Northeast Quarter of said Section 6.

Wind Turbine Nos. C-7-1-1 & 2 and C-7-2-1

A strip of land 600 feet-wide being a part of the North Half of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-7-1-1 & 2)

Centerline No. 1: Commencing at the Northeast Corner of the Northwest Quarter of said Section 7, thence west 12 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 01°-34'-56" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 904.00 feet; thence north 89°-50'-58" west 461.33 feet; thence north 66°-16'-04" west 1,335.71 feet to the Point of Terminus.

(C-7-2-1)

Centerline No. 2: Commencing at the Northeast Corner of the Northwest Quarter of said Section 7, thence west 12 feet along the North Line of said Northwest Quarter; thence south 01°-34'-56" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 904 feet; thence north 89°-50'-58" west 461.33 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 60°-40'-22" east 1,711.06 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. C-7-2-2

A strip of land 600 feet-wide being in the Northeast Quarter of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of the Southeast Quarter of said Northeast Quarter, thence south 599 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-08'-16" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by

Aero-metric Engineers, Inc., Sheboygan, WI.) 940.25 feet to the Point of Terminus.

Wind Turbine Nos. C-7-4-1 & 2 and C-7-3-1 & 2

A strip of land 600 feet-wide being a part of the South Half of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-7-4-1 and C-7-3-1 & 2)

Centerline No. 1: Commencing at the Northeast Corner of the Southeast Quarter of said Section 7, thence south 1,901 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 89°-41'-35" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,221.05 feet; thence north 00°-26'-00" east 445.62 feet; thence north 73°-33'-59" west 1,087.32 feet; thence north 49°-53'-22" west 1,395.48 feet to the Point of Terminus.

(C-7-4-2)

Centerline No. 2: Commencing at the Northeast Corner of the Southeast Quarter of said Section 7, thence south 1,901 feet along the East Line of said Southeast Quarter, thence south 89°-41'-35" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,170.86 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence north 01°-28'-26" west 448.10 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Except therefrom, any portion of said strips lying within the Northwest Quarter of said Southeast Quarter.

Wind Turbine No. C-8-2-1A

All that portion of a 600 foot-wide strip of land lying within the South Half of the Northeast Quarter of Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of the South Half of said Northeast Quarter, thence south 13 feet along the East Line of the South Half of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-17'-42" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,630.45 feet; thence south 06°-20'-54" east 469.34 feet to the Point of Terminus.

Wind Turbine No. C-8-2-2A

A strip of land 600 feet-wide being in the Northeast Quarter of Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Northeast Quarter, thence north 393 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-31'-27" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,032.92 feet to the Point of Terminus.

Wind Turbine No. C-8-3-1A

All that portion of a strip of land 600 feet-wide lying within the Northeast Quarter of the Southwest Quarter of Section 8 and the Southeast Quarter of the Northwest Quarter of said Section 8 in Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 6, thence east 46 feet along the South Line of the Northeast Quarter of said Southwest Quarter to the Point of Beginning. From said Point of Beginning, thence north 00°-57'-21" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,330.95 feet; thence north 86°-57'-09" east 401.29 feet to the Point of Terminus.

Wind Turbine No. C-8-3-2A

A strip of land 600 feet-wide being in the Northeast Quarter of the Southwest Quarter of Section 8 and in the Northwest Quarter of the Southeast Quarter of said Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of the Northeast Quarter of said Southwest Quarter, thence west 158 feet along the South Line of the Northeast Quarter of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-04'-02" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 848.53 feet to the Point of Terminus.

Wind Turbine No. C-9-2-1

A strip of land 600 feet-wide being in the Northeast Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 1,846 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south

00°-06'-07" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 817.98 feet to the Point of Terminus.

Wind Turbine No. C-9-3-1A

A strip of land 600 feet-wide being in the Southwest Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 311 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-19'-09" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 655.71 feet to the Point of Terminus.

Wind Turbine Nos. C-9-3-2A

A strip of land 600 feet-wide lying in the Southwest Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the North Half of said Southwest Quarter, thence east 1,376 feet along the South Line of the North Half of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 01°-09'-13" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 738.74 feet to the Point of Terminus.

Wind Turbine No. C-9-4-1

A strip of land 600 feet-wide being in the Northeast Quarter and the Southeast Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at the Northeast Corner of said Southeast Quarter. From said Point of Beginning, thence west 839.79 feet along the North Line of said Southeast Quarter; thence south 00°-39'-30" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 605.15 feet to the Point of Terminus.

Wind Turbine Nos. C-10-1, 2 & 3 and C-10-2-1

A strip of land 600 feet-wide being a part of the North Half of Section 10, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said North Half, thence north 1,969 feet along the West Line of said North Half to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-38'-06" east (bearings derived from Local Control Monumentation established in 1995 for McLean

County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.21 feet; thence south $74^{\circ}-16'-09''$ east 1,001.99 feet; thence south $61^{\circ}-00'-49''$ east 1,003.76 feet; thence south $79^{\circ}-15'-32''$ east 1,401.93 feet to the Point of Terminus.

Wind Turbine Nos. C-10-3-1 & 2

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 10, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-10-3-1)

Centerline No. 1: Commencing at the Northwest Corner of said Southwest Quarter, thence south 1,279 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north $89^{\circ}-44'-16''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,862.29 feet; thence north $00^{\circ}-56'-29''$ west 753.47 feet to the Point of Terminus.

(C-10-3-2)

Centerline No. 2: Commencing at the Northwest Corner of said Southwest Quarter, thence south 1,279 feet along the West Line of said Southwest Quarter; thence north $89^{\circ}-44'-15''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 716.33 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north $00^{\circ}-11'-30''$ west 839.15 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. C-11-1-1

A strip of land 600 feet-wide being in the Northwest Quarter of Section 11, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,693 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $00^{\circ}-49'-51''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,198.97 feet to the Point of Terminus.

Wind Turbine Nos. C-29-1-1 and C-29-2-1

A strip of land 600 feet-wide being a part of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-29-1-1)

Centerline No. 1: Beginning at a point on the Centerline of a north-south road in the West Half of said Section 29 lying 126 feet north of the South Line of the Northwest Quarter of said Section 29. From said Point of Beginning, thence south 89°-48'-52" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,050.34 feet; thence north 00°-32'-56" east 1,184.75 feet to the Point of Terminus.

(C-29-2-1)

Centerline No. 2: Commencing at a point on the Centerline of a north-south road in the West Half of said Section 29 lying 126 feet north of the South Line of the Northwest Quarter of said Section 29, thence south 89°-48'-52" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,050.34 feet; thence north 00°-32'-56" east 21.12 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 89°-27'-04" east 871.23 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. C-29-3-1

A strip of land 600 feet-wide being in the Southwest Quarter of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at a point in the center of a north-south road running through said Southwest Quarter lying 1,268 feet north of the South Line of said Southwest Quarter. From said Point of Beginning, thence north 89°-32'-45" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 731.00 feet; thence north 00°-34'-02" west 611.71 feet to the Point of Terminus.

Wind Turbine No. C-29-3-2

A strip of land 600 feet-wide being in the South Half of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Southeast Quarter of said Section 29, thence east 243 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-21'-13" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 909.81 feet; thence north 89°-51'-45" west 543.74 feet to the Point of Terminus.

Wind Turbine No. C-29-4-1 & 2

A strip of land 600 feet-wide being in the Southeast Quarter of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described

Centerline: Commencing at the Southwest Corner of said Southeast Quarter, thence east 2,338 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-20'-35" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,485.94 feet; thence north 52°-58'-35" west 1,341.79 feet to the Point of Terminus.

Wind Turbine Nos. C-30-1-1 and C-30-2-1 & 2

A strip of land 600 feet-wide being a part of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-30-1-1 and C-30-2-2)

Centerline No. 1: Beginning at a point on the West Line of the East Half of the Northwest Quarter of said Section 30 lying 1,320 feet south of the Northwest Corner thereof. From said Point of Beginning, thence south 65°-07'-24" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 628.02 feet; thence south 56°-38'-47" east 913.61 feet; thence south 00°-54'-45" west 578.52 feet; thence north 88°-18'-52" east 1,276.87 feet to the Point of Terminus, except therefrom any portion lying within the West Half of the Northwest Quarter of said Section 7.

(C-30-2-1)

Centerline No. 2: Commencing at a point on the West Line of the East Half of the Northwest Quarter of said Section 30 lying 1,320 feet south of the Northwest Corner thereof, thence south 65°-07'-25" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 628.02 feet; thence south 56°-38'-47" east 913.61 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 85°-13'-09" east 493.64 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Wind Turbine No. C-30-3-2

A strip of land 600 feet-wide being in the Southwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence west 2,311 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 00°-19'-30" east (bearings derived from Local Control Monumentation

established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,109.40 feet to the Point of Terminus.

A strip of land 600 feet-wide being in the Southwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois; and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence west 2,311 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $00^{\circ}-19'-30''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,109.40 feet to the Point of Terminus.

Wind Turbine No. C-31-1-1

All that portion of a strip of land 600 feet-wide lying in the Northwest Quarter of the Northwest Quarter of Section 31, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northwest Quarter, thence south 1,321 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $89^{\circ}-57'-41''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 981.87 feet; thence north $00^{\circ}-02'-19''$ west 434.04 feet to the Point of Terminus.

AREAS DELETED MARCH 2007

Arrowsmith O & M Facility (Area deleted March 2007)

All that part of the Southwest Quarter of the Northwest Quarter of Section 16, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, lying north of the N & W Railroad, except therefrom the following described strip of land: A strip of land 600 feet-wide being a part of the Northwest Quarter of Section 16, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northwest Quarter, thence north 803 feet along the West Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 87°-57'-31" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 999.21 feet to the Point of Terminus.

PIN: 24-16-100-003

Wind Turbine No. A-13-1-1 (Area deleted March 2007)

A strip of land 600 feet-wide lying 300 feet on each side of the following described Centerline: Said Centerline being in a part of the Northwest Quarter of Section 13, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois. Commencing at the Northwest Corner of said Northwest Quarter, thence east 1,272 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 00°-41'-32" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,072.36 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 24-13-100-001

Wind Turbine Nos. A-14-1-1 & 2 (Area deleted March 2007)

A strip of land 600 feet-wide being a part of Section 14, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-14-2-1 & 2)

Centerline No. 1: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,127.56 feet; thence south 01°-46'-55" east 461.48 feet; thence south 89°-49'-33" east 865.41 feet to the Point of Terminus.

(A-14-1-1 & 2)

Centerline No. 2: Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter; thence south 00°-23'-20" west (bearings derived from Local Control Monumentation established in 1995 for McLean

County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,127.56 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence south 89°-31'-37" west 690.29 feet; thence north 70°-46'-56" west 1,354.34 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Also, excepting therefrom, any portion of the above described strips lying within the Southwest Quarter, Northeast Quarter and Southeast Quarter of said Section 14.

Also, excepting therefrom any portion of the 3 foot-wide connecting strips.

PIN: 24-14-100-001
24-14-100-004

Wind Turbine Nos. A-15-2-2 & 3 (Area deleted March 2007)

A strip of land 600 feet-wide being a part of the Northeast Quarter of Section 15, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(A-15-2-3)

Centerline No. 1: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,553.66 feet to the Point of Terminus, except any portion of the 600 foot-wide strip of land lying north of a line being 807.00 feet south of said North Line.

(A-15-2-2)

Centerline No. 2: Commencing at the Northeast Corner of said Northeast Quarter, thence west 960 feet along the North Line of said Northeast Quarter, thence south 00°-22'-51" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,808.17 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-20'-23" west 1,251.14 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Also, excepting therefrom any portion of the 3 foot-wide connecting strips lying within the above described Centerlines.

PIN: 24-15-200-001

Wind Turbine No. A-21-4-3 (Area deleted March 2007)

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 21, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 604 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-48'-22" west (bearings derived from Local Control Monumentation established in 1995 for McLean

County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 835.62 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 24-21-400-003

Wind Turbine Nos. C-2-1-2 and C-2-2-1 (Area deleted March 2007)

A strip of land 600 feet-wide being a part of the North Half of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-2-2-1)

Centerline No. 1: Commencing at the Northeast Corner of said North Half, thence west 2,668 feet along the North Line of said North Half to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south $00^{\circ}-35'-52''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,331.07 feet; thence south $00^{\circ}-00'-20''$ east 578.47 feet; thence south $86^{\circ}-24'-51''$ east 557.15 feet to the Point of Terminus.

(C-2-1-2)

Centerline No. 2: Commencing at the Northeast Corner of said North Half, thence west 2,668 feet along the North Line of said North Half; thence south $00^{\circ}-35'-52''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,331.07 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north $89^{\circ}-53'-56''$ west 905.51 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Excepting therefrom any portion of the above described strips lying within the Northeast Quarter of said Section 2.

Also, excepting therefrom the North 3 feet of said Northwest Quarter.

PIN: 25-02-100-001

Wind Turbine Nos. C-3-1-2 and C-3-2-1 & 2 (Area deleted March 2007)

All that portion of a strip of land 600 feet-wide being a part of the North Half of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline lying east of the West Line of the East Half of the Northwest Quarter of said Section 3: Commencing at the Southwest Corner of said North Half, thence north 1,926 feet along the West Line of said North Half to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $88^{\circ}-16'-38''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 491.14 feet; thence south $73^{\circ}-52'-55''$ east 1,077.59 feet; thence south $82^{\circ}-13'-08''$ east 1,171.84 feet; thence south $69^{\circ}-03'-50''$ east 1,436.63 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-03-100-002

25-03-200-002
25-03-200-003

Wind Turbine Nos. C-3-4-1 & 2 (Area deleted March 2007)

A strip of land 600 feet-wide being a part of the Southeast Quarter of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Southeast Quarter, thence north 1,312 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-04'-33" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,405.22 feet; thence north 00°-07'-10" east 706.49 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-03-400-001
25-03-400-002

Wind Turbine No. C-5-3-1 (Area deleted March 2007)

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence north 2,078 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-58'-45" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 710.19 feet; thence north 03°-22'-49" east 347.05 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-05-300-002

Wind Turbine Nos. C-5-3-2 & 3A (Area deleted March 2007)

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-5-3-2)

Centerline No. 1: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,000 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-08'-21" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,549.49 feet; thence north 89°-38'-42" west 693.97 feet to the Point of Terminus.

(C-5-3-3A)

Centerline No. 2: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,000 feet along the South Line of said Southwest Quarter; thence north 00°-08'-21" east

(bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 483.92 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-51'-39" west 482.91 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Also, excepting therefrom any portion of the 3 foot-wide connecting strips.

PIN: 25-05-300-002
25-05-300-004

Wind Turbine Nos. C-6-4-2 (Area deleted March 2007)

A strip of land 600 feet-wide being a part of Section 6 Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at the Northeast Corner of the Southeast Quarter of said Section 6. From said Point of Beginning, thence north 89°-51'-15" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 666.40 feet; thence south 00°-08'-48" west 432.91 feet to the Point of Terminus.

Excepting therefrom any portion of the above described strips lying within the Northeast Quarter of said Section 6.

Also, excepting therefrom any portion of the 3 foot-wide connecting strips.

PIN: 25-06-400-008

Wind Turbine Nos. C-7-4-1 & 2 and C-7-3-1 & 2 (Area deleted March 2007)

A strip of land 600 feet-wide being a part of the South Half of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerlines:

(C-7-4-1 and C-7-3-1 & 2)

Centerline No. 1: Commencing at the Northeast Corner of the Southeast Quarter of said Section 7, thence south 1,901 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 89°-41'-35" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,221.05 feet; thence north 00°-26'-00" east 445.62 feet; thence north 73°-33'-59" west 1,087.32 feet; thence north 49°-53'-22" west 1,395.48 feet to the Point of Terminus.

(C-7-4-2)

Centerline No. 2: Commencing at the Northeast Corner of the Southeast Quarter of said Section 7, thence south 1,901 feet along the East Line of said Southeast Quarter, thence south 89°-41'-35" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,170.86 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence north 01°-28'-26" west 448.10 feet to the Point of Terminus, except any portion of the 600 foot-wide strip described along said Centerline No. 1.

Except therefrom, any portion of said strips lying within the Northwest Quarter of said Southeast Quarter.

Also, excepting any portion of the 3 foot-wide connecting strips.

PIN: 25-07-300-002
25-07-400-002
25-07-400-006

Wind Turbine No. C-8-2-1A (Area deleted March 2007)

All that portion of a 600 foot-wide strip of land lying within the South Half of the Northeast Quarter of Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northeast Corner of the South Half of said Northeast Quarter, thence south 13 feet along the East Line of the South Half of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south 89°-17'-42" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,630.45 feet; thence south 06°-20'-54" east 469.34 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-08-200-001

Wind Turbine No. C-8-2-2A (Area deleted March 2007)

A strip of land 600 feet-wide being in the Northeast Quarter of Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of said Northeast Quarter, thence north 393 feet along the East Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 89°-31'-27" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,032.92 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-08-200-001

Wind Turbine No. C-8-3-1A (Area deleted March 2007)

All that portion of a strip of land 600 feet-wide lying within the Northeast Quarter of the Southwest Quarter of Section 8 and the Southeast Quarter of the Northwest Quarter of said Section 8 in Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 6, thence east 46 feet along the South Line of the Northeast Quarter of said Southwest Quarter to the Point of Beginning. From said Point of Beginning, thence north 00°-57'-21" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,330.95 feet; thence north 86°-57'-09" east 401.29 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-08-300-002
25-08-100-004

Wind Turbine No. C-8-3-2A (Area deleted March 2007)

A strip of land 600 feet-wide being in the Northeast Quarter of the Southwest Quarter of Section 8 and in the Northwest Quarter of the Southeast Quarter of said Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southeast Corner of the Northeast Quarter of said Southwest Quarter, thence west 158 feet along the South Line of the Northeast Quarter of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $00^{\circ}-04'-02''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 848.53 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-08-300-002
25-08-400-001

Wind Turbine No. C-9-2-1 (Area deleted March 2007)

A strip of land 600 feet-wide being in the Northeast Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Northeast Quarter, thence east 1,846 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $00^{\circ}-06'-07''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 817.98 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-09-200-002

Wind Turbine No. C-9-3-1A (Area deleted March 2007)

A strip of land 600 feet-wide being in the Southwest Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Northwest Corner of said Southwest Quarter, thence south 311 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $89^{\circ}-19'-09''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 655.71 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-09-400-001

Wind Turbine No. C-9-3-2A (Area deleted March 2007)

A strip of land 600 feet-wide lying in the Southwest Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the North Half of said Southwest Quarter, thence east 1,376 feet along the South Line of the North Half of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north 01°-09'-13" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 738.74 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-09-400-001

Wind Turbine No. C-10-3-1 (Area deleted March 2007)

A strip of land 600 feet-wide being a part of the Southwest Quarter of Section 10, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline:

(C-10-3-1)

Commencing at the Northwest Corner of said Southwest Quarter, thence south 1,279 feet along the West Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 89°-44'-16" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,862.29 feet; thence north 00°-56'-29" west 753.47 feet to the Point of Terminus, except any portion of said 600 foot-wide strip of land lying west of a line being 1,022 feet east of said West Line.

PIN: 25-10-100-001

Wind Turbine No. C-29-3-1 (Area deleted March 2007)

A strip of land 600 feet-wide being in the Southwest Quarter of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Beginning at a point in the center of a north-south road running through said Southwest Quarter lying 1,268 feet north of the South Line of said Southwest Quarter. From said Point of Beginning, thence north 89°-32'-45" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 731.00 feet; thence north 00°-34'-02" west 611.71 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-29-300-004
25-29-300-002

Wind Turbine No. C-29-3-2 (Area deleted March 2007)

A strip of land 600 feet-wide being in the South Half of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of the Southeast Quarter of said Section 29, thence east 243 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $00^{\circ}-21'-13''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 909.81 feet; thence north $89^{\circ}-51'-45''$ west 543.74 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-29-400-002
25-29-300-004

Wind Turbine No. C-29-4-1 & 2 (Area deleted March 2007)

A strip of land 600 feet-wide being in the Southeast Quarter of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southeast Quarter, thence east 2,338 feet along the South Line of said Southeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $00^{\circ}-20'-35''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,485.94 feet; thence north $52^{\circ}-58'-35''$ west 1,341.79 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-29-400-002

Wind Turbine No. C-30-3-2 (Area deleted March 2007)

A strip of land 600 feet-wide being in the Southwest Quarter of Section 30, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 300 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Southwest Quarter, thence east 2,311 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence north $00^{\circ}-19'-30''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,109.40 feet to the Point of Terminus, except any portion of the 3 foot-wide connecting strips.

PIN: 25-30-300-004

AREAS ADDED MARCH 2007

Centerline No. D - 1 - J (Area added March 2007):

A strip of land 3 feet wide lying 1.5 feet on each side of the following described Centerline in Sections 1 and 2, Township 23 North, Range 4 East of the Third Principal Meridian in McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of the Southeast Quarter of said Section 2, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County Illinois. From said Point of Beginning, thence north along the East Line of said Section 2 to a point lying 1,339.80 feet south of the Northeast Corner of said Section 2 to the Point of Terminus.

PIN: 23-02-400-001
23-02-200-006
23-02-200-005
23-02-400-002
23-01-100-003
23-01-100-004
23-01-300-007
23-01-300-006
23-01-300-003
23-01-300-002

O & M Facility (Area added March 2007)

Beginning at the intersection of the Centerline of Illinois Route 9 with the Centerline of Dawson Township Road 2900 at or about the Northeast Corner of Section 2, Township 23 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, thence in a southerly direction along the Centerline of said Township Road, 20.3 chains to a point, which is the true Point of Beginning, thence west 5.4 chains to a point, thence southerly 9 chains parallel with the Centerline of said Township Road to a point, thence east to the Centerline of said Road, thence north to the True Place of Beginning.

PIN: 23-02-200-006

50 Foot-Wide Transmission Line Strip (Area added March 2007)

A strip of land 50 feet wide in Sections 7, 8, 9, 10 and 11 in Township 23 North, Range 5 East of the Third Principal Meridian, and Section 12, Township 23 North Range 4 East of the Third Principal Meridian, McLean County, Illinois, and lying 25 feet on each side of the following described Centerline:

Centerline of Transmission Line

Beginning at a point on the West Line of the Southeast Quarter of said Section 12 lying 677.54 feet north of the Southwest Corner thereof, thence north $62^{\circ}-52'-40''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 6,798.00 feet to a point lying 75 feet south of the North Line of the Southeast Quarter of the Northeast Quarter of said Section 7; thence south $89^{\circ}-46'-49''$ east 1,685.05 feet along a line 75 feet south of and parallel with said North line to a point on the East Line of the Northeast Quarter of said Section 7 lying 75.00 feet south of the

Northeast Corner of the Southeast Quarter of said Northeast Quarter; thence south 89°-24'-41" east 1,323.15 feet to a point on the East Line of the Southwest Quarter of the Northwest Quarter of said Section 8 lying 75 feet south of the Northeast Corner of the Southeast Quarter of said Northwest Quarter; thence south 89°-10'-24" east 1,329.22 feet to a point on the East line of the Northwest Quarter of said Section 8 lying 75 feet south of the Northeast Corner thereof; thence south 87°-59'-57" east 5,324.71 feet; thence south 86°-12'-29" east 2,708.48 feet; thence south 84°-17'-29" east 5,309.51 feet to a point on the East Line of the Northeast Quarter of said Section 10; thence south 86°-00'-01" east 5,313.43 feet to a point on the East Line of the Northeast Quarter of said Section 11 lying 208.33 feet north of the Southeast Corner thereof and the Point of Terminus. Said strip is bounded on the west by the West Line of the Southeast Quarter of said Section 12 and bounded on the east by the East Line of the Northeast Quarter of said Section 11.

PIN: 23-12-400-001
24-07-300-001
24-07-100-003
24-07-200-001
24-07-200-002
24-07-200-004
24-08-100-002
24-08-100-003
24-08-200-001
24-09-100-001
24-09-200-001
24-10-100-001
24-10-100-002
24-10-200-002
24-10-200-003
24-11-100-005
24-11-100-007
24-11-200-003

Twin Groves II Sub-Station (Phase 2) (Area added March 2007)

A part of the Southwest Quarter and a part of the Northwest Quarter of Section 12, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of said Southwest Quarter. From said Point of Beginning, thence north 00°-00'-35" west 361.95 feet along the West Line of said Northwest Quarter; thence south 88°-58'-33" east 359.11 feet along the North Line of the South 991.15 feet of the North 1954.31 feet of said Southwest Quarter and the South Half of said Northwest Quarter; thence south 01°-01'-27" west 616.03 feet; thence north 88°-58'-33" west 348.00 feet to a point on the West Line of said Southwest Quarter; thence north 00°-00'-27" west 254.18 feet along said West Line to the Point of Beginning.

PIN: 24-12-300-002

Wind Turbine No. A-14-4-1 (Area added March 2007)

A strip of land 100 feet-wide being a part of the Southeast Quarter of Section 14, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 50 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 14, thence west 6 feet along the North Line of said Northwest Quarter, thence south $00^{\circ}-23'-20''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,127.56 feet; thence south $01^{\circ}-46'-55''$ east 461.48 feet; thence south $89^{\circ}-49'-33''$ east 52.43 feet; thence south $00^{\circ}-04'-41''$ west 300.01 feet to the Point of Beginning. From said Point of Beginning, thence south $00^{\circ}-04'-41''$ west 627.75 feet; thence north $89^{\circ}-59'-16''$ east 993.71 feet to the Point of Terminus.

PIN: 24-14-400-001

Wind Turbine No. A-15-2-3 (Area added March 2007)

A strip of land 100 feet-wide being a part of the Northeast Quarter of Section 15, Township 23 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, and lying 50 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of said Northeast Quarter, thence west 1342 feet along the North Line of said Northeast Quarter to the Point of Beginning of said Centerline. From said Point of Beginning, thence south $00^{\circ}-47'-50''$ west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,313.05 feet to the Point of Terminus.

PIN: 24-15-200-001

Wind Turbine No. C-2-1-2 (Area added March 2007)

A strip of land 100 feet-wide being a part of the Northwest Quarter of Section 2, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 50 feet on each side of the following described Centerline:

Commencing at the Northwest Corner of the Northwest Quarter of said Section 2, thence south 1,961 feet along the West Line of said Northwest Quarter to the Point of Beginning. From said Point of Beginning, thence south $89^{\circ}-35'-14''$ east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,098.64 feet to the Point of Terminus.

PIN: 25-02-100-001

Wind Turbine No. C-3-2-1 (Area added March 2007)

A strip of land 100 feet-wide being a part of the Northeast Quarter of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 50 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 3, thence west 2,451 feet along the North Line of said Northeast Quarter to the Point of Beginning. From said Point of Beginning, thence south 00°-32'-29" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 584.89 feet to the Point of Terminus.

PIN: 25-03-200-003

Wind Turbine Nos. C-3-2-2, C-3-4-1 and C-3-4-2 (Area added March 2007)

A strip of land 100 feet-wide being a part of the Northeast Quarter and Southeast Quarter of Section 3, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 50 feet on each side of the following described Centerlines:

(C-3-4-1)

Centerline No. 1: Beginning at the Southeast Corner of the Northeast Quarter of said Section 3. From said Point of Beginning, thence south 89°-21'-12" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,496.88 feet along the South Line of said Northeast Quarter; thence south 00°-38'-48" east 641.95 feet to the Point of Terminus.

(C-3-4-2)

Centerline No. 2: Commencing at the Southeast Corner of the Northeast Quarter of said Section 3, thence south 89°-21'-12" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,619.41 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence south 00°-38'-48" east 187.21 feet to the Point of Terminus, except any portion of the 100 foot-wide strip described along said Centerline No. 1.

(C-3-2-2)

Centerline No. 3: Commencing at the Southeast Corner of the Northeast Quarter of said Section 3, thence south 89°-21'-12" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 486.65 feet along the South Line of said Northeast Quarter to the Point of Beginning of said Centerline No. 3. From said Point of Beginning; thence north 00°-38'-48" west 272.81 feet to the Point of Terminus, except any portion of the 100 foot-wide strip described along said Centerline No. 1.

PIN: 25-03-200-002
25-03-400-001

Wind Turbine Nos. C-5-3-1, C-5-3-2 and C-5-3-3 (Area added March 2007)

A strip of land 100 feet-wide being a part of the Southwest Quarter of Section 5, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 50 feet on each side of the following described Centerlines:

(C-5-3-1)

Centerline No. 1: Commencing at the Southwest Corner of the Southwest Quarter of said Section 5, thence east 1,948 feet along the South Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 00°-20'-11" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,449.31 feet; thence north 89°-39'-49" west 1,546.59 feet to the Point of Terminus.

(C-5-3-2)

Centerline No. 2: Commencing at the Southwest Corner of the Southwest Quarter of said Section 5, thence east 1,948 feet along the South Line of said Southwest Quarter, thence north 00°-20'-11" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,659.42 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence north 89°-39'-49" west 829.86 feet to the Point of Terminus, except any portion of the 100 foot-wide strip described along said Centerline No. 1.

(C-5-3-3)

Centerline No. 3: Commencing at the Southwest Corner of the Southwest Quarter of said Section 5, thence east 1,948 feet along the South Line of said Southwest Quarter, thence north 00°-20'-11" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 753.68 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence north 89°-39'-49" west 307.20 feet to the Point of Terminus, except any portion of the 100 foot-wide strip described along said Centerline No. 1.

PIN: 25-05-300-002

Wind Turbine Nos. C-7-3-1 & 2 (Area added March 2007)

A strip of land 100 feet-wide being a part of the South Half of Section 7, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 50 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Southeast Quarter of said Section 7, thence south 596 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence north 86°-02'-16" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,974.87 feet; thence south 86°-54'-29" west 1,197.79 feet to the Point of Terminus.

PIN: 25-07-300-001

25-07-300-002

25-07-400-001

25-07-400-006

Wind Turbine No. C-8-1-1 (Area added March 2007)

A strip of land 100 feet-wide being a part of the Northeast Quarter and Northwest Quarter of Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 50 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the South Half of the Northeast Quarter of said Section 8, thence south 50 feet along the East Line of said Northeast Quarter to the Point of Beginning. From said Point of Beginning, thence south 89°-15'-43" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,660.59 feet along a line parallel with the North Line of said South Half; thence south 89°-17'-23" west 795.55 feet along a line parallel with the North Line of the South Half of said Northwest Quarter; thence south 00°-10'-37" east 177.48 feet to the Point of Terminus.

PIN: 25-08-100-004
25-08-200-001

Wind Turbine Nos. C-8-4-1, C-8-4-2 and C-8-4-3 (Area added March 2007)

A strip of land 100 feet-wide being a part of the Southeast Quarter of Section 8, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 50 feet on each side of the following described Centerlines:

(C-8-4-3)

Centerline No. 1: Commencing at the Southeast Corner of the North Half of the Southeast Quarter of said Section 8, thence north 1,212 feet along the East Line of said Southeast Quarter to the Point of Beginning of said Centerline No. 1. From said Point of Beginning, thence south 89°-14'-57" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 2,518.81 feet; thence south 00°-04'-58" east 767.34 feet to the Point of Terminus.

(C-8-4-1)

Centerline No. 2: Commencing at the Southeast Corner of the North Half of the Southeast Quarter of said Section 8, thence north 1,212 feet along the East Line of said Southeast Quarter, thence south 89°-14'-57" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,539.31 feet to the Point of Beginning of said Centerline No. 2. From said Point of Beginning, thence south 00°-05'-04" east 470.17 feet to the Point of Terminus, except any portion of the 100 foot-wide strip described along said Centerline No. 1.

(C-8-4-2)

Centerline No. 3: Commencing at the Southeast Corner of the North Half of the Southeast Quarter of said Section 8, thence north 1,212 feet along the East Line of said Southeast Quarter, thence south 89°-14'-57" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 543.76 feet to the Point of Beginning of said Centerline No. 3. From said Point of Beginning, thence south 00°-05'-04" east 156.21 feet to the Point of Terminus, except any portion of the 100 foot-wide strip described along said Centerline No. 1.

PIN: 25-08-400-001

Wind Turbine Nos. C-9-1-1 and C-9-3-1 (Area added March 2007)

A strip of land 100 feet-wide being a part of the Northwest Quarter and Southwest Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 50 feet on each side of the following described Centerlines:

(C-9-1-1)

Centerline No. 1: Beginning at the Northwest Corner of the Southwest Quarter of said Section 9. From said Point of Beginning, thence north 89°-39'-17" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 632.92 feet along the South Line of said Northwest Quarter; thence north 00°-28'-26" west 360.11 feet; thence north 89°-31'-34" east 746.43 feet to the Point of Terminus.

(C-9-3-1)

Centerline No. 2: Commencing at the Northwest Corner of the Southwest Quarter of said Section 9, thence north 89°-39'-17" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 632.92 feet along the North Line of said Southwest Quarter to the Point of Beginning of said Centerline No. 2. From said Point of Beginning; thence south 00°-28'-26" east 464.16 feet to the Point of Terminus, except any portion of the 100 foot-wide strip described along said Centerline No. 1.

Except therefrom, any portion of said strips lying within the Northwest Quarter and Southwest Quarter of said Section 9.

PIN: 25-09-100-004
25-09-400-001

Wind Turbine No. C-9-2-1 (Area added March 2007)

A strip of land 100 feet-wide being a part of the Northeast Quarter of Section 9, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 50 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 9, thence south 1,184 feet along the East Line of said Northeast Quarter to the Point of Beginning. From said Point of Beginning, thence north 89°-23'-38" west (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 531.11 feet to the Point of Terminus.

PIN: 25-09-200-002

Wind Turbine No. C-10-1-3 (Area added March 2007)

A strip of land 100 feet-wide being a part of the Northwest Quarter of Section 10, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, lying 50 feet on each side of the following described Centerline: Commencing at the Southwest Corner of said Northwest Quarter, thence north 1,969 feet along the West Line of said Northwest Quarter; thence north 89°-38'-06" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 507.21 feet; thence south 74°-16'-09" east 1,001.99 feet; thence south 61°-00'-49" east 1,003.76 feet to the Point of Beginning. From said Point of Beginning, thence south 17°-21'-22" west 448.19 feet to the Point of Terminus.

Except therefrom, any portion previously incorporated into the Enterprise Zone.

Wind Turbine No. C-29-3-1 (Area added March 2007)

A strip of land 100 feet-wide being in the Southwest Quarter of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 50 feet on each side of the following described Centerline: Beginning at a point in the center of a north-south road running through said Southwest Quarter lying 882 feet south of the North Line of said Southwest Quarter. From said Point of Beginning, thence north 87°-22'-27" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 545.43 feet to the Point of Terminus.

PIN: 25-29-300-002

Wind Turbine No. C-29-3-2 (Area added March 2007)

A strip of land 100 feet-wide being in the Southwest Quarter of Section 29, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois, and lying 50 feet on each side of the following described Centerline: Commencing at a point on the Centerline of a north-south road in the West Half of said Section 29 lying 126 feet north of the North Line of said Southwest Quarter, thence south 89°-48'-52" east (bearings derived from Local Control Monumentation established in 1995 for McLean County mapping purposes by Aero-metric Engineers, Inc., Sheboygan, WI.) 1,727.89 feet; thence south 00°-11'-08" west 300.00 feet to the Point of Beginning. From said Point of Beginning, thence south 00°-11'-08" west 325.46 feet to the Point of Terminus.

PIN: 25-29-300-004

STATE OF ILLINOIS)
)SS.
COUNTY OF MCLEAN)

I, Peggy Ann Milton, McLean County Clerk, do hereby certify that the foregoing is a true and accurate copy of "An Ordinance Amending 'An Ordinance Describing and Designating an Area Located Partially Within the City of Bloomington, the Town of Normal and Unincorporated McLean County as an Enterprise Zone'", filed with the McLean County Clerk's Office, Bloomington, Illinois, which Ordinance was approved at a regular meeting of the McLean County Board held on the 20th day of March, 2007, by an affirmative vote of the majority of all members elected to said County Board, the vote having been taken by yeas and nays and entered on the record of the proceedings of said County Board.

Peggy Ann Milton, McLean County Clerk

(SEAL)

**CERTIFICATION OF PUBLICATION
IN PAMPHLET FORM**

STATE OF ILLINOIS)
)SS.
COUNTY OF MCLEAN)

I, _____, do hereby certify that that certain ordinance adopted by the corporate authorities on March 20, 2007, and entitled "An Ordinance Amending 'An Ordinance Describing and Designating an Area Located Partially Within the City of Bloomington, the Town of Normal and Unincorporated McLean County as an Enterprise Zone'", has been duly published in pamphlet form.

Name:

Title:



ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON-NORMAL AREA

Bloomington-Normal-McLean County Enterprise Zone

Criteria for Expansion

The Enterprise Zone (EZ) was established in 1984 by joint agreement by the City of Bloomington, Town of Normal and McLean County to help provide additional incentives to the new Mitsubishi Plant being located in the area. The EZ is a creation of the State of Illinois and because of that we can only offer the incentives outlined in the State enabling ordinance. Expansion of the EZ is also dictated by State statute and it allows expansion by two methods: Option 1 which is for single purpose projects, or by Option 2, expanding the EZ through the original poverty criteria.

Any expansion of the EZ will be considered only if the project meets two of the three following criteria:

1. The project must create or retain 100 full-time equivalent primary wage jobs within 12 months of the project approval. Primary wage jobs are defined by jobs paying 50% of the median family income for the community.
2. The value of real property in the project must be at least \$10 million, excluding land, soft costs, as well as fixtures, furniture and equipment.
3. The project must generate tax revenue of \$100,000. This can be sales tax or property tax or a total based upon the combination of both.

Once this criterion is met, the potential applicant must show the EZ Administrator that a building or site in the current boundaries of the EZ is not suitable due to one or more of the following conditions:

1. Inadequate utilities to meet the needs of the project.
2. Inadequate transportation or rail facilities or access to a site.
3. Inability to acquire property at a cost suitable to the project owners.

Any expansion of the EZ must meet current long range land use planning requirements and or be consistent with the existing zoning classification.

Members Sorensen/Renner moved the County Board approve Requests for Approval of an Application to Amend Boundaries of the Bloomington/Normal/McLean County Enterprise Zone to Add/Delete Territory and an Ordinance Amending "An Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal and Unincorporated McLean County as an Enterprise Zone." Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report and Minutes from other meetings could be found on pages 153-166.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, presented the following:

**FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of White Oak Energy, LLC in case SU-06-19. They are requesting a special use permit to allow a Major Utility (wind farm of up to 100 wind turbine generators) on 12,212 acres in the Agriculture District. The application also includes the request of applying for building permits for the project up to three years after County Board approval rather than one year as allowed, on property which is part of Townships 24N Range 1E (Dry Grove Township), 25N Range 2E (Hudson Township), 24N Range 2E (Normal Township) & 25N Range 1E (White Oak Township) of the 3rd P.M. in Mclean County, IL:

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on November 21, 2006, January 16, 17 and 18, 2007 in Rooms 1406 and 1407, Community Commons Building, Heartland Community College, 1500 W. Raab Road, Normal, Illinois and January 22, 24, 25 and 29, 30 and 31, 2007 and February 5, 7, and 8, 2007 in Room 400 of the Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

The Zoning Board of Appeals exhibited a reasoned approach to this case as illustrated by the following examples:

- 1) A large room at Heartland Community College was reserved in which to conduct the hearing to accommodate an anticipated large group.
- 2) The Zoning Board of Appeals extended the public hearing 58 days at the request of the objectors in order to better prepare their case.
- 3) 40 some hours of testimony was heard from both sides.
- 4) People from outside McLean County were allowed to give testimony and ask questions.
- 5) Applicants and objectors were allowed to speak out of order; an objector's expert witness was allowed to complete testimony through a phone call.

The intent of the Agriculture District as stated in the Zoning Ordinance is as follows:

"Agricultural land is under urban pressure from expanding incorporated areas. This urban pressure takes the form of scattered development in wide belts around the incorporated communities of McLean County, brings conflicting land uses into juxtaposition, creates high costs for public services and stimulates land speculation. Certain agricultural land constitutes unique and irreplaceable land resources. It is the purpose of the Agricultural District to provide a means by which agricultural land may be protected and enhanced as an economic and environmental resource of major importance to the County. Therefore, the Agricultural District is intended to accomplish the following objectives:

Promote the use of agricultural land that is most suitable for farming activities.

Protect the value of agricultural land from indiscriminate incompatible and conflicting land uses.

Conserve and protect open space, wooded areas, streams, mineral deposits and other natural resources from incompatible land uses and provide for their timely utilization.

Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial and industrial areas is most desirable.

Provide for the location and govern the establishment and use of residential uses that are accessory to and necessary for the conduct of agriculture.

Provide for the location and govern the establishment and use of limited non-farm dwellings.”

No testimony was presented indicating that the proposed wind farm would diminish our dependence on foreign oil.

The proposed wind farm will not cause emissions and would be a step in the right direction to help in the overall reduction of emissions.

The proposed location is desirable for a wind farm since the wind resource, access to the power grid and the electric power consumers are at the proposed location.

Water usage in the proposed wind farm area is a significant concern as identified by testimony about an inadequate supply of well water. Water use in wind electricity production versus coal burning electricity production is significantly less. The only water use for wind is in the construction phase for the concrete foundation. A coal burning plant uses up to 11.6 million gallons per day. The water for the concrete used in the proposed wind farm should come from a supply outside the project area such as the City of Bloomington or Town of Normal.

The amount of property tax revenue generated by the proposed wind farm has not been determined and is not a relevant issue as to whether this project meets the standards for approval.

A credible expert, Dr. Peter Poletti, testified that the project would not negatively impact property values in the area. Objectors were very concerned about property values. Mr. Michael Miller, an actuary, successfully disputed some of the methods that Dr. Poletti used, but on the other hand, Mr. Miller did not present any other study that said the values would go down. The one study that Mr. Miller mentioned, indicated the wind farm did not have any impact on property values or was inconclusive.

Two credible experts, one local, Dr. Angelo Capparella, and one hired by the applicant, Dr. Paul Kerlinger, testified that the project would not cause significant harm to birds and bats. Upon Dr. Capparella's advice, the applicant moved several proposed turbines from critical bird/bat habitats in the area. The old style California wind turbines and their locations in critical wild life habitat areas and migratory paths gave wind farms a bad reputation as far as birds were concerned. Also, fossil fuel energy plants are much more harmful for birds and wildlife than wind farms.

Expert testimony was presented that the project be at least one mile from the Mackinaw River and one half mile from Evergreen Lake. In McLean County, the project area is more than one mile from the flood plain of the Mackinaw River.

Ice throws and proposed turbines located close to property lines were identified as concerns. This problem would be taken care of if a setback from property lines was imposed such as 1.1 times the height of the tower as recommended by a Model Ordinance, prepared by the Chicago Legal Clinic. The Model Ordinance states that all turbines shall be set back a distance of at least 1.1 times the height of the tower from non-participating property lines. The affected adjacent property owner may waive this setback requirement.

The noise of the project was identified as a concern. Construction noise will be a temporary disruption. The applicant has submitted a noise analysis and expert testimony indicating that the project meets the accepted norm, and that the greater the distance the lower the noise. It was discussed that 1,200 feet should be a minimum. Turbines will be set back 2,000 feet from the boundary line of the R-1 Single Family Residence District as measured from the tip of the blade, 1,500 feet from non participating dwellings in the Agriculture District with the exception of three residences whose owners have requested a waiver that will allow them to be as close as 1,030 feet from three non participating residences; Jim Visel's (1248 feet), Jim and Sandra Schwoerer's (1,030 feet), and Thomas Schwoerer's (1,167 feet).

Roads in the area that will be used for the project should be improved to Illinois Department of Transportation standards as a result of the project at no cost to the taxpayer. The applicant has been working with the County and four townships to obtain road agreements to maintain the roads and provide adequate access during the construction process. The applicant has a verbal road agreement with the County and the four townships; a written agreement will need to be in place before the County Board takes action on this application. It was discussed that Mr. Jeff Tracy of the County Highway Department should keep an eye on the road conditions during construction to make sure the roads are properly maintained. Where there is a common spot where a group of children congregate at a school bus stop where safety from construction traffic for the project is identified as a concern by the County Engineer, a shelter or staging area shall be strongly encouraged to be provided.

The effect of flicker from turbine blades was found to be limited or not an effect at a distance of over 1,200 feet.

The turbine lighting will be determined by the Federal Aviation Administration (FAA), and will be installed for safety of aircraft. In the past, many people objected to cell tower lighting; now such lighting goes unnoticed.

The aerial spraying of 20% to 30% of the crop land in the project area may not be feasible by fixed wing aircraft; the remainder could be done at an increased cost to the property owner. It was pointed out by Mr. Schertz, an aerial crop dusting pilot, that turbines located in a linear pattern would be easier to spray around. Although this may be difficult to do, the applicant is encouraged to place turbines in a linear pattern. Aerial spraying of crops in the wind farm area will be more difficult to accomplish using fix winged aircraft. Aerial spraying in the wind farm area may be enhanced by the use of helicopters. Aerial spraying may include a cost surcharge of 50% for crops in the project area according to Mr. Schertz. Farmers in the project area are aware of the limitation to aerial spraying and are prepared to take the risk. It was found that ground spraying of crop land can be done in pretty wet conditions in tiled fields (fields that have been tiled for

drainage purposes) in McLean County with the equipment now available. Ground spraying is almost always preferable to aerial spraying in McLean County.

Testimony was presented that the proposed facility could cause problems with existing communications in the area. Remedies to these communications problems can be found. It was found that homeowners or existing property owners should not be required to resolve these problems on their own when caused by the proposed project. Interruptions of existing television, internet and microwave communication services will need to be rectified by the applicant at the applicant's expense.

The problem of high speed winds and tornadoes was discussed. It is difficult to protect against a tornado event. The proposed setbacks were determined to adequately address this problem.

Soil erosion and the repair of disturbed field tile during the construction phase needs to be addressed. The applicant is encouraged to consult a conservation biologist, the McLean County Soil and Water Conservation District and conservation groups to limit soil erosion in the project area, particularly where crossing or trenching across creeks and wetland areas. The applicant shall repair damaged field tile to the satisfaction of the farm owner. The applicant shall handle problem solving in this area proactively in a cooperative manner. The applicant shall provide erosion remediation when notified to do so by the Director of Building and Zoning.

The project is found to help preserve farm land for agricultural purposes. Established policies and the County Comprehensive Plan have limited and continue to limit residential development in the project area. Most of the growth in the area will likely take place around villages and towns in the next 25 years. Residential development is directed toward villages such as Carlock and Bloomington/Normal where smaller lot sizes are a more efficient use of land and where better water and sewer resources are available. The project would be 4,000 feet from the Village of Carlock, 1½ miles from the Town of Normal and 2,000 feet from residentially zoned property lines in the unincorporated area of the County.

Testimony was presented that turbines may create a unique problem for the rescue of injured workers and for fighting fires. The applicant indicated that they have been working with the Town of Normal in this regard. It is necessary to work with other fire district as well. The applicant shall cooperate with the local fire districts to provide financial support for any necessary specialized training before permits are issued.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to build a Major Utility (Wind Power Generating Facility) of up to 100 wind turbines on 12,211 acres in the Agriculture District in an area that is primarily used for

agriculture. The proposed wind turbines would be a maximum of 499 feet in height as measured from the ground to the tip of the blade. The blades and hub would be approximately 82.5 meters (271 feet) in diameter and the hub would be approximately 80 meters (264 feet) above the ground. The turbines will be set back from roads and non participating property lines a distance of 1.1 times the height from the edge of the road right-of-way and non participating property lines as measured from the tip of the blade.

The applicant has submitted an avian risk assessment of the study area. The applicant is also in the process of completing a cultural and archaeological survey to determine areas of significance within the project area. The applicant will need to receive a compliance letter from the Illinois Historic Preservation Agency before construction can begin.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The surrounding property that is currently used for crop production will continue to be desirable for such use. Adequate evidence was not submitted indicating that property values in the area would go down. Much testimony was presented that the project would interfere with the view of the horizon or the sunset; but you cannot buy that sunset unless you buy the land that it is over. The applicant shall coordinate safety issues during construction with road commissioners, police, fire, schools, EMT and the public.

The applicant will need to maintain a 2000 foot setback requirement from property in the R-1 Single Family Residence District. All turbines shall be set back a distance of at least 1.1 times the height of the tower from non-participating property lines; the affected adjacent property owner may waive this setback requirement. The minimum turbine setback from non-participating landowners' homes will be 1500 feet with the exception of three residences whose owners have requested a waiver. The applicant is proposing to locate two of the turbines that will be as close as 1000 feet from three non participating residences; Jim Visel's (1200 feet), Jim & Sandra Schwoerer's, and Thomas Schwoerer's. The applicant has obtained written approvals from all three owners of the residences that are affected by these two towers. The minimum turbine setback from participating landowners' homes will be 700 feet. The applicant has submitted a noise analysis.

The project will be built in one phase. The applicant is allowed to apply for the first building permit up to three years after County Board approval rather than one year as allowed. The applicant has submitted specific information on longitude, latitude, elevation, and construction height of the turbines to the Federal Aviation Administration (FAA) for review and approval. The applicant will need to meet the Federal Aviation Administration (FAA) lighting requirements and site approval for each wind turbine within the project area before construction will begin. The applicant shall provide engineering plans, certified by a registered engineer, for each of the wind turbines showing that they are designed according to appropriate national standards. After construction is complete, a registered engineer shall verify they are built according to the plans.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby

land that is suitable for crop production will continue to be suitable for such use. The applicant has decommissioning agreements with each land owner. The applicant will set up an escrow account in the amount of \$25,000 per wind turbine beginning twelve years after the start of commercial operations. The decommission fund is intended to cover the cost of removing the project infrastructure, restoring the leased premises to their original condition, and removing the foundation pedestal to seven feet below grade. The applicant has submitted a microwave study for the subject site and shall have necessary FCC approvals before permits will be issued. The applicant has obtained approval from the Illinois Department of Natural Resources (IDNR) Endangered Species Consultation Program. The applicant shall rectify any television and internet connection problems and return them to at least the level of service that occurred before the turbines were installed.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The applicant is proposing to build gravel access roads to each tower. The towers do not require septic systems or wells. The applicant will install underground utilities along the access roads to each of the tower sites. The applicant is also proposing one electrical substation and an Operations and Maintenance facility that will be located in Section 36 of White Oak Township and will employ approximately 15 people. The Operation and Maintenance facility will be served by a private well and septic system approved by the County Health Department. A wetland study shall be completed and approved by the Army Corp of Engineers before any permits are issued. The applicant will also need an EPA permit for stormwater management before construction begins. The applicant shall provide erosion remediation when notified to do so by the Director of Building and Zoning. The applicant has submitted a drainage study calculating the runoff under pre-construction and post-construction conditions for areas within the project area that drains to Evergreen Lake.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The applicant has been working with the County and four townships to obtain road agreements to maintain the roads and provide adequate access during the construction process. The applicant has a verbal road agreement with the County and the four townships; a written agreement will need to be in place before the County Board takes action on this application.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The intent of the Agricultural District states, "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial and industrial areas is most desirable."
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided the following

stipulations, in addition to the other conditions in these findings and documents submitted with the application, are followed:

- 1) A written road agreement shall be obtained with the County Highway Department and with Normal, White Oak, Dry Grove, and Hudson Townships before the County Board approves this application.
- 2) Turbines shall be set back a distance of at least one mile from the Mackinaw River and ½ mile from Evergreen Lake.
- 3) Water for concrete shall not be obtained from a local well but from a source outside the project area such as from a public water supply of Bloomington or Normal.
- 4) All turbines shall be set back a distance of at least 1.1 times the height of the tower from non-participating property lines. The affected adjacent property owner may waive this setback requirement.
- 5) A compliance letter shall be received from the Illinois Historic Preservation Agency before a permit will be issued.
- 6) The applicant shall rectify any television and internet connection problems and return them to at least the level of service that occurred before the turbines were installed.
- 7) The applicant shall cooperate with the local fire districts to provide financial support for any necessary specialized training before permits are issued.
- 8) The applicant is strongly encouraged to consult a conservation biologist, conservation groups and shall work with the McLean County Soil and Water Conservation District to limit soil erosion in the project area, particularly where crossing or trenching across creeks and wetland areas.
- 9) The applicant shall provide erosion remediation when notified to do so by the Director of Building and Zoning.
- 10) Where there is a common spot where a group of children congregate at a school bus stop where safety from construction traffic for the project is identified as a concern by the County Engineer, a shelter or staging area shall be strongly encouraged to be provided.

Therefore this Board recommends that a special use be granted on the property described above to allow a Major Utility (wind farm of up to 100 wind turbine) on 12,212 acres in the Agriculture District. The application also includes the request of applying for building permits for the project up to three years after County Board approval rather than one year as allowed.

ROLL CALL VOTE - The roll call vote was six members for the motion to recommend granting, none opposed and member David Kinsella was absent.

Respectfully submitted this 8th day of February 2007, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Drake Zimmerman
James Finnigan
Joe Elble
Jerry Hoffman
Michael Kuritz

Members Gordon/Owens moved the County Board approve a Request for Approval of the Application of White Oak Energy, LLC in case SU-06-19 for a Special Use Permit to allow a Major Utility (wind farm of up to 100 wind turbine generators) on 12,212 acres in the Agriculture District. The Application also includes the request of applying for Building Permits for the Project up to three years after County Board approval rather than one year as allowed, on property which is part of Townships 24N Range 1E (Dry Grove Township), 25N Range 2E (Hudson Township), 24N Range 2E (Normal Township) & 25N Range 1E (White Oak Township) of the 3rd P.M. in Mclean County, IL. Member Gordon stated the following: I would like to turn this over to our attorney Brian Hug. Mr. Hug stated the following: basically it is a typical zoning case that comes before the Board. It is much larger in some respects. I would ask that you make your decision based on the facts and the evidence presented before the Zoning Board of Appeals. If you have other factual findings you would like to make you are free to do so. You may approve the decision of the Zoning Board of Appeals, deny it, modify or change it, and you can add to the additional stipulations if you so choose. All that should be based on the evidence presented. Member Caisley stated the following: I would like to propose an amendment to numbered paragraph (7) which currently reads "The applicant shall cooperate with the local fire districts to provide financial support for any necessary specialized training before permits are issued." Chairman Sweeney stated the following: we are going to pass that out so the Members can read it. Member Caisley stated the following: I was impressed with the testimony of Mrs. McDonald, an objector at the hearings before the Zoning Board of Appeals, and was somewhat concerned about the fire protection in the area. Mrs. McDonald's testimony was cut short because she was relying on hearsay evidence but I think that fires can be a problem because of the height at which the generators are located – 300 above the ground. I would like to amend paragraph (7) to add an additional clause that says "it shall equip wind turbines with an effective automatic fire suppression system. This was seconded by Member Bostic. Member Selzer stated the following: there are a couple things I don't understand. One is that I do not believe we required this for the other wind farm that exists. As a simple person, I don't understand that this huge metal structure, if the wiring burns up or the generator burns up what we are going to do. I am not quite sure where the danger comes from. I also don't understand the cost associated with this that we are going to burden that person with that we haven't the other ones with. I just don't understand the motivation for the amendment. Member Segobiano stated the following: I have difficulty here in saying "provide financial support for any necessary specialized training." Who determines at what point in time this is an endless process with everyone's concern that it will require specialized piece of equipment? Secondly, we've been given this pass out and if I understood correctly we just heard another motion similar to this. What are we voting on, what was passed out or the verbal motion that was made? Mr. Ruud: just to clarify parliamentary what needs to be done, the main motion was set forth by Member Gordon and Owens seconded it and that is the main motion to approve the wind farm. Member Caisley has now made a motion to amend the main motion and the amendment was handed out to you. What you are debating now

is whether or not to include Member Caisley's amendment to the main motion. After debate, the vote will be solely on whether or not to include Member Caisley's amendment. If it passes and it only takes a majority vote, then we are back to the main motion as amended and then would vote on the main motion as amended. Member Gordon stated the following: the amendment includes the two lines that already appear in subparagraph (7). Mr. Ruud stated the following: my understanding is that the motion to amend merely adds the words "and shall equip the wind turbines with an effective automatic fire suppression system in the nacelle of each turbine." Member Rackauskas stated the following: I also agree with Member Selzer. I am a little confused because we just got this at this point. When do we have discussion concerning this? I think there are a lot of variables here i.e. cost, effectiveness, etc. Where do we get that information before we make our vote? We need professional dialogue because we are not firefighters. This is out of our realm. Chairman Sweeney stated the following: I understand. Member Caisley just handed it to me five minutes before the meeting. Member Rackauskas stated the following: I am not saying that it is not valid. I am just asking at what point do we have discussion and does this have to go back to zoning then for testimony. Mr. Hug stated the following: the issue of fire protection came up at the Zoning Board of Appeals hearing as a result of a question that one of the Members of this Board asked that I ask the applicant. The applicant indicated that the majority of their fire protection would come through with an agreement with the Town of Normal and that they had been working with the Chief of the Carlock Fire Department. They did not address an automatic fire suppression system. They were asked to but they did not. I would think that without getting the transcript out I cannot give you a lot more detail. The issue of cost never addressed. Nobody asked the cost. If you choose to send back you need to make certain it is very specific. Did that answer your question? I don't know if that helps or not. Member Rackauskas stated the following: this is one person's opinion when we have no professional information to back it up. Member Gordon asked the following: Does Member Caisley have any further information in regards to cost or risk? Member Caisley stated the following: I was unable to find any information about any fires that have occurred in general electric turbines which are what is proposed for this wind farm; however, I did find information regarding three dozen fires in wind turbines up to January 1, 2006. I don't know if there have been any since that day. 28 of the 36 fires were in Germany where they use various types of European built turbines. Chairman Sweeney stated the following: we probably need to stop there with that testimony and turn this over to Brian Hug. Mr. Hug stated the following: the information that Member Caisley has given is not on the record of Zoning Board of Appeals and technically the applicant and anyone else that would like to question would have a right to present contrary information and cross examine anyone presenting that evidence. That is a big concern about taking evidence outside the record and why you have the Zoning Board of Appeals to take that evidence. Member Owens stated the following: I was curious if Member Caisley recalls what night of hearing the objector brought up this information. Member Caisley stated the following: I don't recall what night it was but I know that the testimony was that of a Mrs. McDonald who lives in the area of the wind farm. Member

Owens stated the following: from what we have heard from Mr. Hug, if this was not on the last night we could have asked Mr. Hug to gather further information. I applaud Member Caisley on his concern but there is nothing in the record and that is where we need to keep our focus so I will not support the amendment. Member Segobiano stated the following: I don't know as I read what was passed out, in regards to equipping the turbines with effective automatic fire suppression, who makes the determination of what is an effective automatic system. What type; what kind; what is the cost? If that is in the records then I will base my vote that but, as it stands now, I will oppose this motion. Member Selzer asked the following: if the project is approved doesn't this increase the assessed valuation in those areas based on the turbines being on that property? Aren't the fire protection districts going to realize additional dollars as a result, if it is approved? Mr. Hug stated the following: there was a small amount of discussion at the hearings regarding that. Really your question goes to the main motion, unless you think the automatic fire suppression equipment would increase the assessment. There was no testimony regarding automatic fire suppression equipment and whether or not that would affect the assessments. As to the tower itself, there was testimony on both sides indicating that there would be some benefit because of the presence of the towers and that the local governments would receive a benefit from the taxation. There was some testimony that the schools would not get as much money from the State as they would because they would be receiving additional assessed value. Did that answer your question? Member Selzer stated the following: I was driving to the point about providing financial support that Member Segobiano spoke of. We build grain elevators and the fire departments don't get extra dollars for training, etc. I think that they are going to see some of those dollars. Forget about the suppression system for a minute. As a whole, if there is an increase in the assessed valuation, they will see an increase to the fire departments. Member Caisley stated the following: I think this is a win/win situation because each of these wind turbines is worth one million and three quarter dollars. Chairman Sweeney stated the following: you are testifying again Mr. Hug stated the following: that was in the record. There was talk of the value of the towers. Member Caisley stated the following: each of them are worth \$1,750,000 which they would have invested and this would protect their investment as well as protect those in the vicinity of the wind farm. Chairman Sweeney stated that there was an amendment on the floor and asked for a roll call vote with the Chairman voting. Clerk Milton shows the roll call vote as follows: Butler-no; Caisley-yes; Cavallini-no; Dean-yes; Gordon-no; Hoselton-no; Moss-no; Nuckolls-no; Owens-no; Rackauskas-no; Renner-no; Segobiano-no; Selzer-no; Sorensen-no; Ahart-no; Baggett-no; Bostic-yes; and Sweeney-no. Motion defeated 15-3. Chairman Sweeney stated the following: now we are going back to the main motion. Is there any discussion? Member Renner stated the following: what we have here is a situation that we are really not talking about wind energy. I think most of us are in favor of wind energy. I also think it would be a great idea to have quite a few wind farms in McLean County. The question is does this particular location meet all of the seven criteria. I have questions about one of them but I feel it unnecessary to focus on that because there is one that is clearly

not met. I don't see from the evidence how we can reasonably conclude that nobody will be harmed by this. By harmed I mean in terms of property values; not immediately the people who are on the wind turbines but the community of Carlock. What we have is evidence presented that suggests that on a national basis wind farms do not have a harmful effect upon the property values of the residents around it but the vast majority of wind farms through out the US are situated similarly to southeastern McLean County, in lightly populated areas not near a community that has several hundred residents. I don't know if a \$150,000 home would go down to \$120,000. if the \$150,000 home levels off, declines slightly, or takes 60-90 days longer to sell, to me that is harm. I don't see any evidence in the record that allows me to determine that no one will be harmed by this project. That is why I believe that criterion is not met. Member Cavallini stated the following: I had the opportunity to attend the Illinois Institute for Rural Affairs in Peoria and they had a panel presentation looking at wind farms. They had invited a representative from Navitas, the company that built the wind farm by Interstate 39. One of the things that I learned from him was that Navitas offers what they refer to as a home protection plan so that in the like property values would decline Navitas would stand behind that, and under this plan there is an insurance policy for the property owners in that area who thought they might be impacted negatively by the construction of the wind farm. Maybe this is something that InvEnergy needs to look into and talk with representatives of Navitas to see what their specific plan involves. Maybe this is something that could be offered to the homeowners in this Carlock area and could eliminate some of the fear. There is one side of the research that says there is no decline and the other side says there is decline. The company obviously is saying it doesn't decline. If they feel that strongly about it, maybe a home protection plan should be offered. I would like to see an updated map. I would like to see what 39 wind turbines are being taken out of this equation. I would also like to see a map that juxtaposes the 100 wind turbines and places them in relationship to homes. I took some time to drive out to look at Sunset Lake to try to analyze the area. It is in District 1 and my wife and I had this map we tried to figure out where in relationship to homes this would be and it was very difficult to determine. I would suggest we get an updated map from the company showing us which turbines are going to be eliminated, which ones will be left, and where they in relationship to the homes that are there? Chairman Sweeney asked if there was any other discussion. No requests were made at that time. He then asked for a roll call vote with the Chairman voting. Clerk Milton shows the roll call vote as follows: Butler-yes; Caisley-yes; Cavallini-yes; Dean-yes; Gordon-yes; Hoselton-yes; Moss-yes; Nuckolls-yes; Owens-yes; Rackauskas-yes; Renner-no; Segobiano-yes; Selzer-yes; Sorensen-yes; Ahart-yes; Baggett-yes; Bostic-yes; and Sweeney-yes. Motion carried 17-1.

Member Gordon stated the General Report was on pages 175-177.

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

**An Ordinance of the McLean County Board
Amending the 2007 Combined
Appropriation and Budget Ordinance for Fund 0105**

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2007 appropriation in Fund 0105 Preventive Health Program, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to establish revenue line 0407-0150 Breast Health Grant related to Preventive Health Services - in Fund 0105, Department 0061, Program 0067 and appropriating \$19,950.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0105, Department 0061, Program 0067, Preventive Health Programs as follows:

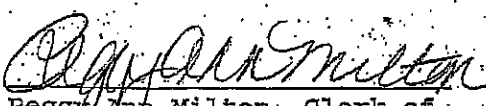
LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0503-0001	Full Time Employees	\$ 16,125	\$ 5,770	\$ 21,895
0599-0001	Co. IMRF	\$ 3,944	\$ 489	\$ 4,433
0599-0002	Employee Medical	\$ 0	\$ 490	\$ 490
0599-0003	SS Contribution	\$ 4,397	\$ 441	\$ 4,838
0612-0003	Educational Materials	\$ 13,490	\$ 1,200	\$ 14,690
0701-0001	Advertising	\$ 17,715	\$ 11,200	\$ 28,915
0793-0001	Travel	\$ 2,000	\$ 360	\$ 2,360
TOTALS:		\$ 57,671	\$ 19,950	\$ 77,621

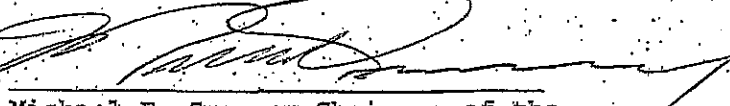
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this _____ day of _____, 2007.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of
the McLean County Board of
the County of McLean


Michael F. Sweeney Chairman of the
McLean County Board

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Budget Amendment Narrative
Grant Fund 0105
Ticket for a Cure Grant

The McLean County Health Department was notified by the Illinois Department of Public Health's Office of Women's Health of the award of a \$32,000 grant for state fiscal year 08 covering the period March 1, 2007 through March 31, 2008. \$19,950 of that total is projected to be expended during calendar year 2007. The grant application was approved by the Board of Health at its January meeting. The majority of funds will be used to cover a portion of the department's public health communication specialist's time for the purpose of developing a social marketing campaign related to breast cancer early intervention. The campaign will involve design and placement of outdoor advertising and development and placement of electronic advertising. The promotions will stress the importance of early detection and encourages women to take time from their busy lives to schedule a mammogram. The program compliments the department's grant program called Friends for Life through the McLean County Susan G. Komen affiliate. There is no FTE amendment submitted with this amendment since it is not a continuing grant and the communications specialist's time will be allocated to Fund 0105 through the payroll and daily activity report systems.

Members Sorensen/Caisley moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2007 Combined Appropriation and Budget Ordinance for Fund 0105 ("Ticket for a Cure Grant") – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

COMMERCE BANK COMMERCIAL CARD AGREEMENT

THIS COMMERCE BANK COMMERCIAL CARD AGREEMENT ("Agreement") is made and entered into as of the effective date set forth below by and between Commerce Bank, N.A. (Omaha, NE.) ("Commerce") and McLean County ("Customer").

1. **DEFINITIONS.** "Agreement" means this Agreement and all Addenda from time to time executed by the parties and attached hereto, and all amendments to the foregoing. "Commercial Cards" means the Visa Commercial Cards and the numbers associated with the Commercial Cards issued by Commerce to designated officers, directors, agents and employees of the Customer (collectively, the "Employee Cardholder(s)"), and the account numbers assigned to Customer without an associated Commercial Card under the Commercial Card Program (the "Program") administered by Commerce and set forth in this Agreement.

2. **PROGRAM; CARD ISSUANCE AND RENEWAL.**

- a. During the term hereof, and subject to the terms and conditions of this Agreement, Commerce agrees to provide the Customer with the Program and to issue Commercial Cards to Employee Cardholders.
- b. Commerce shall issue a Commercial Card to each Employee Cardholder designated by the Customer, provided that (i) each such designated Employee Cardholder has a business or commercial purpose for the Commercial Card, and (ii) a card issuance request has been made by an Administrator (as hereinafter defined) in the form required by Commerce.
- c. Each Commercial Card shall be valid for the term indicated thereon, unless such Commercial Card has been canceled by Commerce pursuant to the provisions of this Agreement or at the request of the Customer.
- d. Commerce acknowledges the ability of Customer to cancel the Commercial Card issued to any one or more Employee Cardholders (s), at Customer's discretion upon proper notice to Commerce; provided, however, Customer shall take all reasonable actions necessary to retrieve the Commercial Card issued to Employee Cardholder and shall destroy the retrieved Commercial Card.

3. **BILLING PROCEDURES.**

Central Billed Accounts: Customer shall be liable for all charges made to each Commercial Card requested by Customer. Charges shall be set forth on a billing statement and shall be paid by the Customer as agreed in Addendum A attached hereto and incorporated herein by this reference, and as set forth herein. Customer shall pay Commerce for all charges made to each Employee Cardholder's Commercial Card within the time period provided in Addendum A; provided, however, if the Employee Cardholder makes an unauthorized charge on the Commercial Card and the merchant at which such charges are made has the technology to determine such authorization parameters, Customer shall have no liability for such unauthorized charges. Except as provided herein, Commerce shall have no duty or obligation to inquire into the nature of any transaction charged by any Employee Cardholder (e.g. whether such transaction was for a business or personal use.)

4. **PROGRAM ADMINISTRATOR.** Upon signing this Agreement, Customer shall designate one or more of its employees (individually and collectively, the "Administrator") to assist Commerce in the administration of the Program. The Administrator shall undertake the following duties on behalf of the Customer, as well as any other duties reasonably requested by Commerce, including, but not limited to, duties listed elsewhere in this Agreement:

- a. The Administrator shall have the responsibilities assigned in the Program Administrator Delegation document provided by Customer to Commerce, including, without limitation, the ability to request that Commerce issue Commercial Cards to any person in connection with the Program, to increase or decrease credit limits, to suspend accounts, to order or block cash advances, wire transfers and convenience checks, and other maintenance activity.
- b. The Administrator shall be familiar with all aspects of the Program, including, but not limited to Program procedures, number and status of Commercial Cards, employment status of Employee Cardholders, notice requirements, any disputed transactions, cardholder credit lines, statement cycles, billing and payment procedures, general program parameters and status of delinquent charges.
- c. The Administrator shall be responsible for notifying Commerce, in writing, about changes in authorization codes.
- d. Administrator shall advise Commerce of any Employee Cardholder's termination of employment.

The Administrator shall take all reasonable actions necessary to retrieve Commercial Cards issued to Employee Cardholders whose employment has terminated. Such Commercial Cards shall be destroyed.

RECEIVED

McLean County (2.5 06-10-06 (2)).doc
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5. **FEES.** Commerce shall be paid an annual fee and/or as agreed the other fees and charges as set forth in Addendum A. Fees may be subject to change from time to time by Commerce upon ninety (90) days prior written notice unless otherwise specified in Addendum A.
6. **LINE OF CREDIT.** Commerce will establish a maximum line of credit amount for Customer.
- a. All amounts charged to the Commercial Cards together with any fees and charges owed to Commerce by Customer in connection with the Program, may not exceed, in the aggregate, the line of credit amount unless Commerce in its sole discretion authorizes such charges.
 - b. Commerce may, at any time in its sole discretion, modify the amount of Customer's line of credit upon thirty (30) days prior written notice to Customer; provided, however, that Customer may elect to terminate this Agreement by written notice to Commerce during such thirty (30) day notice period; provided, further, Customer agrees that if any amounts are outstanding on the Commercial Cards which exceed the adjusted line of credit amount, Customer will immediately pay Commerce such excess amounts.
 - c. So long as the Agreement remains in effect, Customer shall not, without the prior written consent of Commerce: (i) create, incur, assume or suffer to exist any pledge, lien, security interest, hypothecation, assignment or encumbrance of any nature with respect to any of its assets (but excluding purchase money liens granted in the ordinary course of business); (ii) sign or file under the Uniform Commercial Code of any jurisdiction a financing statement which names Customer as debtor (but excluding purchase money liens granted in the ordinary course of business); or (iii) sign any document or agreement authorizing any party there under to file such a financing statement UNLESS Customer grants to Commerce a pledge, lien, security interest, hypothecation, assignment or encumbrance of equal or greater priority in the same or equivalent assets of Customer, as determined by Commerce in its reasonable discretion.
 - d. From time to time, Commerce will request, and Customer shall produce, financial records relating to the financial condition of Customer.
7. **TERM OF AGREEMENT AND RENEWAL.** This Agreement shall remain in full force and effect for an initial term of five (5) years from the effective date set forth below, and thereafter shall automatically renew annually for successive one (1) year terms. Either the Customer or Commerce may terminate this Agreement by giving written notice ninety (90) days prior to the end of the initial or any renewal term.
- a. In the event Customer terminates this Agreement prior to the expiration of the initial term, Commerce reserves the right to forego all future revenue sharing payments for the Program.
 - b. In the event Customer terminates this Agreement prior to the expiration of the initial term, Customer will compensate Commerce \$10,000 for waiving standard program fees provided in Addendum A and for the cost of original implementation.
 - c. All Commercial Cards and/or related accounts shall be deemed canceled effective upon termination of this Agreement or as otherwise provided herein, and all amounts outstanding under such Commercial Cards shall automatically become immediately due and payable in full by Customer without further notice.
 - d. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement immediately, and without notice, upon the occurrence of any one or more of the following events, whereupon the obligations of Customer arising hereunder and/or under the Commercial Cards shall automatically become immediately due and payable in full (except as otherwise prohibited by law):
 - (i) Dissolution or liquidation of the other party; or
 - (ii) Insolvency of the other party; or the institution by or against the other party of any bankruptcy or insolvency proceeding; or the appointment of a receiver or trustee for the other party; or the other party enters into an arrangement with, or for the benefit of, its creditors; or
 - (iii) Any material adverse change in the financial condition of the other party; or
 - (iv) Any default hereunder, or breach of the obligations undertaken herein, or in any other agreement by and between the parties hereto.
 - (v) Upon the occurrence of any event in any agreement which would allow Commerce or any other person to declare any indebtedness owing by Customer due and payable in full (and Customer shall give Commerce immediate notice of the occurrence of such event).
 - e. Notwithstanding the foregoing, Commerce shall have the right to terminate this Agreement immediately, and without notice, if Commerce believes the prospect of payment or performance of Customer's obligations under this Agreement is impaired.

8. **REPORTING.** Commerce will, or through Commerce's vendors will, receive data from the transactions made with the Commercial Cards; such data will be delivered to Customer as specified in Addendum A and Addendum B. Commerce shall have no responsibility or liability in connection with the capture, transmission, grouping, reporting, categorizing or otherwise or the omission to any of the foregoing data that Customer's vendors are transmitting at the point of sale.

9. **CUSTOMER LIABILITY.**

The Customer shall be solely liable for the payment of all charges incurred in the use of Commercial Cards, including, without limitation, fraud charges relating to lost and stolen Commercial Cards, if such fraud charges relate to:

1. Duplicate Commercial Cards or related account numbers issued in the same Employee Cardholder's name;
2. Allowing another person to utilize the Commercial Card whether for business or personal purposes;
3. Employee Cardholder mishandles the Commercial Card or related account number; or
4. Charges which benefit the Customer directly or indirectly.

The Customer shall not be liable for the payment of charges incurred in the use of Commercial Cards if such charges relate to:

1. Charges waived as set forth in Visa Waiver of Liability documentation, as amended from time to time;
2. Commercial Card transactions after the original closure request date for a Commercial Card where the request by the Customer was made in accordance within the terms of this Agreement during normal business hours; and
3. The use of a lost/stolen Commercial Card if the Commercial Card is reported lost or stolen via facsimile or telephone as provided in this Agreement within twenty-four (24) hours after the Customer; including the Employee Cardholder learns of the loss or theft of the Commercial Card; provided that if the Commercial Card is not reported lost or stolen within such time frame, the Customer shall be liable for all charges associated with the lost or stolen Commercial Card until the date the Customer notifies Commerce of such loss or theft.

10. **ASSIGNMENT.** Neither party shall sell, assign or transfer this Agreement or any part thereof without the prior written consent of the other party; provided, however, Commerce may, without the consent of the Customer, assign any or all of its rights and obligations under this Agreement to its parent, any subsidiary (of Commerce or its parent), or any affiliate (of Commerce or its parent) or to any other party pursuant to a merger, acquisition, consolidation, or reorganization.

11. **NOTICES.** All notices hereunder shall be in writing and shall be deemed duly given when personally delivered, when delivered by recognized overnight courier, or, three (3) days after mailing if sent by certified or registered United States mail, return receipt requested, postage prepaid, to the appropriate party at the address set forth below, or at such other address as the applicable party may indicate from time to time in writing. Notice hereunder shall be sent:

If to Commerce:
Commerce Bank, N.A.
Attn: Commercial Card Services
825 Main Street
Kansas City, MO 64105

If to Customer:
McLean County
Attn: John Zeunik, County Administrator
115 E Washington Street, Room 401
Bloomington, IL 61702-2400

Communications with Commerce concerning disputed billings shall be made by mail to Commercial Card Services, 825 Main Street, Kansas City, Missouri 64105 or by phone at 800-892-7104.

12. **CONFIDENTIALITY.** Commerce and Customer will keep strictly confidential and will not use for any purpose whatsoever (other than as contemplated herein or for the purpose of the business evaluation of the Program) the entire contents of the Program, including but not limited to, any of the terms of, conditions of or other facts concerning the Program and any written or oral information furnished by Commerce or by Customer which is either nonpublic, confidential or proprietary in nature unless mutually agreed upon by Customer and Commerce to do so; provided, however, Customer understands and acknowledges that affiliates of Commerce and vendors of Commerce will assist in implementation of, maintenance of, and providing various services under the Program. In the event Customer is subject to a state law which provides that Customer's contracts are open and available to the public (a "Public Record Law,") Customer shall comply with the provisions of this Confidentiality paragraph only to the extent that such compliance is in accordance with the applicable Public Records Law.

13. **MISCELLANEOUS.**

- a. **Relationship:** Nothing contained in this Agreement shall be construed to create any association for brokerage, agency, joint venture, partnership or employment relationship between Commerce and Customer.
- b. **No Implied Waivers:** The rights of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.
- c. **Remedies:** In the event that either party breaches or violates any of the obligations contained in this Agreement, and in addition to the rights and remedies otherwise provided in this Agreement, the other party shall be entitled to exercise any right or remedy available to it either at law or in equity, including without limitation, termination of this Agreement, damages and injunctive relief. The exercise of any right or remedy shall be cumulative.
- d. **Complete Agreement; Amendments:** This Agreement constitutes the complete understanding between the parties hereto with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. In the event of any inconsistency between this Agreement and any other agreements or documents relating to the transactions contemplated herein, this Agreement shall control. No alteration, amendment or modification of any of the terms and provision in this Agreement shall be valid unless made pursuant to an instrument in writing signed by the parties hereto.
- e. **Successors and Assigns:** All the terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- f. **Severability:** The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.
- g. **Force Majeure.** Bank shall not be in default of this Agreement to the extent that performance of its obligations is delayed or prevented by reason of any act of God, war, terrorism, fire, explosion, flood, act of government or any act or omission of a third party, including, but not limited to, telecommunications carriers and utilities or any other matter beyond its reasonable control.
- h. **Governing Law:** This Agreement shall be governed, construed, and enforced according to the laws of the State of Nebraska.
- i. **Patriot Act/ OFAC:** Commerce complies with the USA Patriot Act and laws administered by OFAC (The Office of Foreign Assets Control). These laws mandate that we verify certain information about customers. We reserve the right, at any time, to request information that may assist Commerce in Compliance with these laws. Customer agrees to provide such information as requested by Commerce, including, without limitation, information about Employee Cardholders.

14. **INDEMNITY.** Customer agrees to defend, indemnify and hold harmless Commerce, its officers, directors, agents and employees from and against any and all claims by third parties (including, without limitation, Employee Cardholders) and all costs (including reasonable attorney's fees and costs), expenses and liabilities incurred by Commerce in connection with such claims, arising from or as a result of the establishment of the Program (including, without limitation, the issuance of Commercial Cards and/or the cancellation thereof and actions arising in connection with its use of On-Line Services), provided that such claims are not the result of, or connected with, the gross negligence, or willful misconduct of Commerce or the violation of any law or regulation relating to credit cards.

Commerce agrees to defend, indemnify and hold harmless the Customer, its officers, directors, agents and employees from and against any and all claims by third parties (including reasonable attorney's fees), expenses and liabilities incurred by Customer in connection with such claims, arising from or as a result of the gross negligence or willful misconduct of Commerce.

15. **EFFECTIVE DATE.** Notwithstanding anything else contained herein to the contrary, this Agreement will be subject to Commerce performing due diligence and credit investigations and will be effective only upon execution by Commerce.

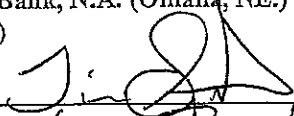
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties hereto.

Commerce Bank, N.A. (Omaha, NE.)
(Commerce)

By: _____

Title: _____

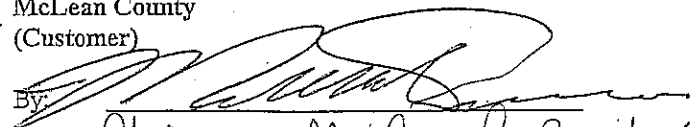
Effective Date: _____


Vice President
3-23-07

McLean County
(Customer)

By: _____

Title: _____


Chairman, McLean Co. Board

ADDENDUM A
"PRICING AND PAYMENT SCHEDULE"

Program Fees	
Pricing Term	The pricing outlined herein will expire in 60 days from 12.5.2006 unless a Commercial Card Agreement is executed
Annual Fee (WAIVED)	\$35 (WAIVED) for each Commercial Card account or account number issued.
Transaction Fee	\$0.00
Late Fee for Central Bill Accounts	For each payment not received by the payment due date shown on the billing statement, a late fee will be charged. The late fee for the respective Commercial Card or account will be 2.5% of the amount past due.
Cash Advance Fee	All cash advances will be assessed a cash advance fee of 3.0% of the cash advance amount with a \$3.00 minimum.
International Service Fee	Visa and MasterCard purchases, cash withdrawals and cash advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by VISA International and MasterCard International. Visa conversion will be at a rate selected by Visa from the range of rates available in wholesales currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. MasterCard conversion rate will be selected by MasterCard, typically either a government-mandated rate or a wholesale rate provided to MasterCard. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction. Customer agrees to pay the converted amount, plus an international service fee in the amount of 2% of the transaction amount on purchases and 1% on cash withdrawals and cash advances.
Finance Charge on Cash Advances	<p>The periodic rate finance charge begins to accrue on the transaction date of the cash advance and is computed by applying the periodic rate to the average daily balance. Whenever payment in full is credited to the Employee Cardholder account by the statement due date, no additional periodic rate finance charge will be billed on a later statement to collect the periodic rate finance charge earned from the billing statement to the date of actual payment. Cash advances include advances made by means of convenience checks, an electronic device or machine, a teller of any financial institution, by means of a balance transfer from another credit card, for the purchase of wire transfers, non-US currency, travelers checks, truck stop transactions, tax payments, money orders, bets, lottery tickets and casino gaming chips.</p> <p>A minimum finance charge of \$.50 will be imposed in any billing period for which a finance charge is payable.</p> <p>Each Employee Cardholder account will accrue a finance charge at a periodic rate equal to 4.9% in excess of the Prime Rate, fixed monthly, divided by 12. As used herein, the "Prime Rate" is the rate published in <i>The Wall Street Journal</i> in its column called "Money Rates" on the last business day of the month immediately preceding the first day of the applicable billing cycle. No representation is made that the Prime Rate is the lowest, the best or the favored rate of interest. If for any reason <i>The Wall Street Journal</i> no longer publishes the "Money Rates" column, then Commerce will choose a new index based on comparable information.</p>

Other Fees	
Overnight Delivery of Replacement Card	\$25 per occurrence
Federal Express Delivery of Bulk Cards	Price Quote
Basic Card Design	No Charge
Ultragraphic Card Design	\$500 one time fee
Full Customized Plastic and re-order	Price Quote
Returned Check Fee	\$29 per occurrence
ACH Return	\$29 per occurrence
ACH Payments (emergency)	\$15 each after first occurrence
Statement Reprinting	\$2 per statement after three occurrences Free through Statement Centre
Other	For information, copies or other reports not specified in this Addendum, Commerce may charge Customer such fees as Customer and Commerce may agree from time to time.

Reporting and Maintenance Tool Options

Payment Manager

Implementation Fee (WAIVED)	\$10,000. (WAIVED) Commerce Bank can or will reduce your revenue share until implementation fee is paid in full.
Transaction Fee	None
Routine maintenance and upgrades	NO CHARGE
Initial web-based or phone training for administrators*	NO CHARGE
Additional in-person training*	\$250 per day, plus travel expenses. *Appropriate advance notice is required for training

Commercial Cards Centre

Statement Module (WAIVED)	\$35 per month / card (WAIVED)
Account Module (WAIVED)	\$50 per month (WAIVED)
Report Module (WAIVED)	\$10 per month (WAIVED)
Routine maintenance and upgrades	NO CHARGE
Initial web-based or phone training for administrators*	NO CHARGE
Additional in-person training*	\$250 per day, plus travel expenses. *Appropriate advance notice is required for training

Payment Schedule

Commerce will generate a billing statement on a period basis as outlined below. All amounts owing on the Commercial Cards, including fees and charges, shall be due and payable in full on a grace period as outlined below, after the date of such statement. The statement will be transmitted to the Employee Cardholder or to Customer via U.S. Mail or made available by an alternative means as agreed upon by both parties.

Billing Frequency	Grace Period in Days	Payment Method
Weekly	3	AutoPay

REVENUE SHARING

- Commerce will pay Customer a monthly revenue share based on the matrix schedule below.
- The revenue share is calculated on the net sales volume (gross purchases less credits, fraudulent transactions, and cash advances) and an average monthly transaction amount.
- Commerce reserves the right to withhold or alter revenue sharing if any of the following instances occur:
 - If the average monthly transaction amount (the gross dollar amount of purchases divided by total number of transactions) is below \$500 in the Revenue Sharing Period.
 - If the average Interchange Rate falls below 2.00%.
 - If Interchange Rates from Visa USA and MasterCard International are significantly altered.
 - If payments are received later than the agreed upon due dates.
 - If Customer's Commercial Card Accounts become delinquent beyond one-hundred fifty (150) days, Commerce reserves the right to offset any Revenue Sharing payment against the delinquent amounts.
- Commerce may adjust the revenue sharing percentages in the published grids below at the end of each 12-month period, which begins on the Effective Date, without notice. A Prime Rate of 8.75% will be used as the floor in support of this revenue sharing program. Should the Prime Rate on the last publication day of the month immediately preceding the first day of the applicable billing cycle be above 8.75%, Commerce will reduce revenue sharing percentages by the Revenue Share Adjustment for each incremental rise in the Prime Rate as follows:

Billing Cycle	Grace Period	Current Prime Rate	Revenue Share Adjustment
Weekly	3 Day	1.00%	0.020%

For example, if Prime Rate is 9.25% at the end of a 12-month period for a Customer with a Monthly Billing Cycle and a 25-Day Grace Period, Commerce will reduce revenue sharing percentages in all tiers by five (5) basis points (0.05%). Commerce will not increase revenue sharing percentages should the Prime Rate be lower than the established 8.75% floor.

- Revenue sharing will be withheld for net sales volume qualifying for Large Ticket Interchange Rate.
- Commerce reserves the right to withhold monthly revenue sharing payments if the amount is less than \$10.00 in any given month.

7. Revenue Sharing Schedule:

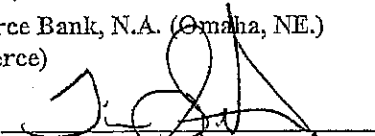
\$0 - \$1,000,000	\$0 - \$83,333	40 bps
\$1,000,001 - \$4,000,000	\$83,334 - \$333,333	45 bps
\$4,000,001 - \$7,000,000	\$333,334 - \$583,333	50 bps
\$7,000,001+	\$583,334+	55 bps

Acknowledgement: Customer acknowledges that Commerce has based the above fees and charges upon the projections regarding volume, average ticket, number of cards, monthly credit line requested, and frequency of payment given to it by Customer. Commerce reserves the right to change the fees as provided in the Agreement.

IN WITNESS WHEREOF, this Addendum has been executed by the duly authorized officers of the parties hereto, and this Addendum supersedes any prior Addendum.

Commerce Bank, N.A. (Omaha, NE.)
(Commerce)

By:



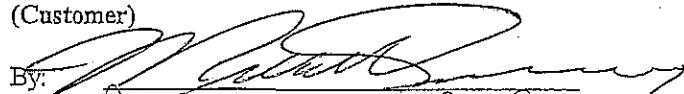
Title: Vice President

Effective Date:

3-23-07

McLean County
(Customer)

By:



Title: Chairman, McLean Co Board

ADDENDUM B
Election of On-Line Services

Customer has elected certain On-Line Service(s) (each a "Service," collectively, the "Services.") The Services are Internet based customer service offerings that enable Customers to inquire about accounts and transaction information, submit account change requests and download information about credit card accounts, among other capabilities. The terms and conditions of the Agreement, including, without limitation, the provisions regarding Indemnification and Liability, govern the use of each Service. Customer understands and accepts the risks inherent in the use of the Internet for each Service, including the potential for the risk of loss. Except as may otherwise be provided in the Agreement, Commerce is not responsible for any loss associated with the Customer's use of any Service. By electing a Service, Customer agrees to pay the fees associated with the Service as listed in Addendum A. In addition, Customer agrees to use each Service only as provided in the User Guide relating to the Service in effect from time to time (the "User Guide") and according to the provisions contained in the Service License Agreement, if any, between Customer and the Service provider.

Customer is responsible for using each Service within the parameters outlined in the User Guide. Use of any Service will require a user name and password. Customer acknowledges that Commerce is entitled to rely on the use of the user name and password as authorization for any transaction initiated using each Service. Customer is responsible for all transactions initiated or authorized using any Service. The password Customer selects is for its use and protection. Customer agrees to: (a) not disclose the password or otherwise make it available to anyone else; (b) use the password as instructed in the User Guide; (c) be liable for the password and for its use as described in the Agreement and/or the User Guide.

If Customer permits any person other than the Administrator to make use of any Service to perform any duty or responsibility (as provided in the Agreement or in the User Guide) of the Administrator, Customer will have authorized that person to act as a Administrator and authorized access to accounts as allowed for by the Administrator. Customer is responsible for all transactions initiated or authorized by that additional or new Administrator using any Service. In addition, Customer must execute and deliver proper documentation authorizing this additional or new Administrator to act for and on behalf of Customer, and Customer must provide such other documentation as may be requested by Commerce.

IN WITNESS WHEREOF, this Addendum has been executed by the duly authorized officers of the parties hereto and this Addendum supersedes any prior Addendum.

Commerce Bank, N.A. (Omaha, NE.)
(Commerce)

By: _____

Title: _____

Effective Date: _____

McLean County
(Customer)

By: _____

Title: _____

Members Sorensen/Cavallini moved the County Board approve a Request for Approval of Commerce Bank Commercial Card Agreement – County Auditor's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

Works™ Payment Manager Service Subscription Agreement

This Agreement for use of the Works™ Application (the "Agreement") is entered into between Works (as defined below), 6034 W. Courtyard Drive, Suite 210, Austin, Texas 78730-5032 ("Works") and McLean County, a government entity with its principal office at 115 E. Washington, Bloomington, IL 61702 ("Subscriber"). The parties hereby agree as follows:

1. Definitions

1.1 "Application" means Works' Payment Manager application (including any components or functionality thereof) implemented for Subscriber under Section 12 herein, as it may be modified in accordance with Section 4 of this Agreement.

1.2 "Card" means any commercial credit card (including purchasing and corporate credit cards) issued by an Issuing Bank and that is used for purchases of goods and services (including travel and entertainment) and/or cash advances, and is managed by the Application.

1.3 "Confidential Information" means information in any form that a party knows or reasonably should know is the confidential, non-public information of the other party or an affiliate of the other party. Without limiting the foregoing, Confidential Information includes: (a) the Application and the Documentation, and (b) all Personally Identifiable Information.

1.4 "Documentation" means Works' standard published documentation made available by Works to Subscriber for Subscriber's use in conjunction with the Application, as amended from time to time by Works.

1.5 "Effective Date" means the date that this Agreement is signed by both parties.

1.6 "Issuing Bank" means Commerce Bank, or another financial institution that has entered into an agreement with Works pursuant to which Cards issued by such Issuing Bank are approved by Works for use in conjunction with the Application.

1.7 "Macros" means any macro, file or script provided to Subscriber by Works to enable Subscriber to create files for importing into Subscriber's accounting system in connection with Subscriber's authorized use of the Application.

1.8 "Personally Identifiable Information" means any cardholder specific data created or obtained in connection with the use of Subscriber's Card accounts, including names, addresses, transactional data, Card numbers, credit limits, and any other personally identifying information.

1.9 "Program Administrator" means a person authorized to perform all administrative and Card maintenance tasks in the Application, including but not necessarily limited to creating, managing, and deleting users and groups within the Application; assigning user roles and specifying group officials, which determines who can approve purchase requests, transactions and reimbursement requests; and specifying global settings and program settings, creating Card profiles, and requesting and deactivating Cards.

1.10 "Term" means the time period beginning on the Effective Date and ending upon the effective date of any termination of this Agreement.

1.11 "Works" means Austin Acquisition, Inc. (operating under the name Works), a Delaware corporation and owner and operator of the Application.

2. License. Subject to the terms of this Agreement and only for the Term, Works grants Subscriber a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Application through the use of an Internet browser, and to use any Macros provided by Works, solely for the purpose of managing Subscriber's Card purchasing processes and not for the benefit of any third party. All rights not expressly granted hereunder are expressly reserved by Works.

3. Title. All title, ownership rights and intellectual property rights in and to the Application, Macros, and any enhancements, improvements, derivative works or other modifications thereto, including without limitation any changes suggested or requested by Subscriber, are and shall remain at all times the sole property of Works. No proprietary or intellectual property rights transfer to Subscriber as a result of this Agreement.

4. Upgrades and Additional Offerings. Works may modify the Application during the Term, including by adding, modifying or removing features at any time during the Term in its sole discretion. Such changes may apply to all Application users or to groups of Application users.

5. Term and Termination

5.1 This Agreement begins on the Effective Date and continues until terminated by either party by giving thirty (30) days prior written notice to the other party.

5.2 This Agreement will terminate automatically if either Subscriber or Works terminates its relationship with the Issuing Bank.

5.3 Works may suspend Subscriber's access to the Application at any time without notice if Works reasonably believes that Subscriber has violated any material term of this Agreement.

6. Customer Support. Subscriber may obtain reasonable telephone technical support (email support for Card Manager users) relating to its use of the Application by calling the number designated by Works during the Implementation Services (as defined below) or as otherwise communicated to Subscriber by Works, but specifically excluding support relating to implementation and reconfiguration of the Application ("Technical Support"). Technical Support is available Monday through Friday (excluding holidays) from 7 a.m. to 7 p.m. Central Time. Technical Support inquiries may be placed only by either of two technical support contacts designated by Subscriber.

7. Subscriber's Relationship to Issuing Bank. The Application may only be used in conjunction with Cards issued by an Issuing Bank. By using the Application, Subscriber authorizes Works to take such actions with respect to its Card accounts as are necessary to deliver the services under this Agreement. The credit relationship between Subscriber and the Issuing Bank is subject to agreement(s) between Subscriber and the Issuing Bank, and Works will not be a party to any such agreement(s).

8. Confidentiality

8.1 Each party ("Recipient") agrees to keep confidential and not disclose or use, except in performance of its obligations under this Agreement, any Confidential Information of the other party or any of its affiliates ("Discloser"). To the extent reasonably required to perform its obligations under this Agreement, Recipient may use and disclose Confidential Information of Discloser internally, including with employees, consultants and contractors who are bound by confidentiality obligations at least as restrictive as those stated herein.

8.2 Notwithstanding Section 8.1 above, unless otherwise authorized by Subscriber, Works will not use or disclose Personally Identifiable Information other than as follows, provided that at all times Works complies with all applicable laws, regulations and its privacy and security policy provided to Subscriber: (i) to process Card transactions through the Application and to otherwise maintain and support Subscribers' Card accounts; (ii) to communicate with Subscriber regarding issues relating to the Application or Card transactions; (iii) for Works' internal business planning purposes; and (iv) to obtain services from third parties relating to the Application, provided that any such third party is bound by obligations prohibiting use by or disclosure to any third party of such Personally Identifiable Information.

8.3 Confidential information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by Recipient; (ii) is rightfully known by

Recipient at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by Recipient without use of or access to Discloser's Confidential Information; (iv) Recipient rightfully obtains from a third party without restriction on use or disclosure; or (v) is disclosed with the prior written approval of Discloser.

8.4 Recipient may disclose the Confidential Information of Discloser: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental or law enforcement body having jurisdiction over Recipient, provided that Recipient gives Discloser prompt notice of any such order or requirement; or (ii) on a confidential basis to Recipient's legal, financial or security advisors.

8.5 Subject to Section 8.2 above, the parties agree that any data or information other than Personally Identifiable Information that relates in any manner to Card usage via the Application and that is acquired by Works in the course of its provision of the Application or its services under this Agreement will belong equally to each party, and nothing in this Agreement shall prohibit either party from disclosing or using such data or information in its aggregate form.

9. Limited Warranty; Disclaimer of all other Warranties.

9.1 Works warrants that, during the term of this Agreement: (a) the Application will comply with the specifications set forth in the Documentation in all material respects, and (b) all services provided hereunder by Works will be performed in a good and workmanlike manner. **SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING WARRANTIES WILL BE FOR WORKS TO MAKE THE APPLICATION COMPLY WITH THE DOCUMENTATION IN ALL MATERIAL RESPECTS AND/OR TO REPROGRAM SUBSCRIBER'S APPLICATION ACCOUNT TO CORRECT ANY DEFECT RESULTING FROM SUCH BREACH, OR, IF WORKS IS UNABLE TO DO SO WITHIN A REASONABLE PERIOD OF TIME, TO TERMINATE THIS AGREEMENT PURSUANT TO SECTION 5.1. WORKS HAS NO RESPONSIBILITY HEREUNDER FOR ANY DEFECTS TO THE EXTENT RESULTING FROM CONDUCT OF SUBSCRIBER OR DEFECTIVE INFORMATION PROVIDED BY SUBSCRIBER.**

9.2 WORKS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WORKS MAKES NO WARRANTY THAT: (i) USE OR OPERATION OF THE INTERNET SITE, THE APPLICATION OR ANY MACROS WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE; OR (ii) LOSS OF DATA WILL NOT OCCUR; OR (iii) MESSAGES OR REQUESTS WILL BE DELIVERED IN A TIMELY FASHION; OR (iv) THE INFORMATION PROVIDED IN OR THROUGH THE APPLICATION IS ACCURATE, COMPLETE OR CURRENT. ANY MACROS PROVIDED BY WORKS ARE PROVIDED "AS IS" AND SUBSCRIBER ASSUMES ANY AND ALL RISKS ASSOCIATED WITH USE OF ANY MACROS.

10. Limitation of Liability.

10.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER, REGARDLESS OF THE FORM OF THE ACTION AND WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE CLAIM), FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR DELAY, LOSS OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, THE AGGREGATE LIABILITY OF WORKS TO SUBSCRIBER FOR ANY AND ALL LOSSES, DAMAGES, COSTS OR EXPENSES ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION AND WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT

LIMITATION NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE CLAIM), WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL IMPLEMENTATION FEES ACTUALLY PAID TO WORKS UNDER SECTION 12 OF THIS AGREEMENT.

10.2 NOTWITHSTANDING SECTION 10.1 ABOVE, IN NO EVENT WILL WORKS BE LIABLE TO SUBSCRIBER FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHERWISE, ARISING OR RESULTING FROM: (A) MISTAKE, THEFT, FRAUD OR OTHER MISCONDUCT BY SUBSCRIBER OR ITS EMPLOYEES OR AGENTS, OR BY ANY THIRD PARTY, IN CONNECTION WITH THE APPLICATION; OR (B) ANY USE OF ANY MACROS.

10.3 The parties expressly acknowledge and agree that Works and Subscriber have entered into this Agreement in reliance upon the limitations of liability specified herein.

11. Responsibility for Use of Accounts.

11.1 Subscriber is solely responsible for all use of its Application account. Subscriber is responsible for maintaining the confidentiality of its passwords, account numbers and other information, and for appropriate segregation of duties for Application users. Subscriber will keep its passwords and account numbers confidential, and will notify Works immediately if it learns that a password or account number has been compromised. Subscriber will be solely responsible for any transactions that occur prior to delivery of such notice to Works and thereafter for a reasonable period of time to act upon the notice.

11.2 Subscriber will not, and will not permit any employee, agent or other third party to undertake any action intended to interfere with effective operation of the Application or violate any applicable law or regulation in connection with this Agreement.

11.3 Except to the extent prohibited by law, Subscriber will indemnify and hold harmless Works and its officers, directors, and employees from any claim or damage sustained by Works as the result of any breach by of Section 11.1 or 11.2 above.

12. Implementation Services, Fees, and Verification of Subscriber's Implementation Information.

12.1 Subscriber will be implemented as a user of the Application in accordance with Works' customary implementation procedures ("Implementation Services").

12.2 Subscriber acknowledges that Issuing Bank will pay Works a non-refundable fee ("Implementation Fee") for any implementation Services provided by Works hereunder for Subscriber. Although travel is not required to complete the Implementation Services, Subscriber will reimburse Works for any travel expenses incurred by mutual agreement of the parties in the performance of implementation Services within thirty days of invoicing by Works. Receipt by Works of a purchase order for or payment of the Implementation Fee will entitle Subscriber to up to one hundred (100) hours of remote and on-site Implementation Services. A finance charge of 1.5% per month or the highest amount permitted by law (whichever is lower) will be assessed on any undisputed payments received after the due date.

12.3 Subscriber authorizes Works to include Issuing Bank as a Program Administrator in the Application.

12.4 Subscriber is responsible for verifying that all of Subscriber's approval processes and information, including without limitation purchasing rules, individual and group spending limits, approval routing requirements, and other specifications regarding Subscriber's account (collectively, "Subscriber's Implementation Information") are accurately and adequately included and implemented in the Application by Works. Upon completion of the implementation Services (but no later than thirty (30) days after the close of the first billing cycle during which transactions are posted through the Application), Subscriber shall review all of Subscriber's Implementation Information and provide written notification to Works either: (a) confirming that all of Subscriber's implementation information are accurately and adequately included and implemented in the Application by Works, or (b) identifying any of Subscriber's Implementation Information that is not accurately and adequately implemented in the Application.

Such notification may be provided by email to implementations@works.com. In the event that such notification is not received by Works within thirty (30) days after the close of the first billing cycle during which transactions are posted through the Application, the Implementation Services will be deemed accepted by Subscriber.

13. Assignment. Subscriber may not assign its rights or obligations under this Agreement without the prior written consent of Works, which will not be unreasonably withheld. Any assignee of Subscriber must agree to be bound by the terms and conditions of this Agreement.

14. Miscellaneous. This Agreement is the complete agreement of the parties regarding the subject matter hereof and supersedes any prior oral or written agreements or representations. The failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. The non-performance of a party will be excused

for the period of any delay caused by any force majeure event, including act of God, war, terrorism, or any other cause beyond the party's reasonable control. Except as otherwise provided herein, this Agreement may be amended only by a written amendment signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable. This Agreement will be governed by Delaware law, excluding its conflict of laws principles. Signatures transmitted via facsimile shall have the same force and effect as the original. Each party to this Agreement represents and warrants to the other party that the individual executing this Agreement on its behalf is duly authorized to do so. Each party to this Agreement is responsible for compliance with the Agreement by its employees and authorized agents. There are no third party beneficiaries of this Agreement.

In witness whereof, each party has caused its duly authorized representative to execute this Agreement.

Licensor: Works

Subscriber: McLean County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Authorization Form (NACHA)

AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENTS (ACH DEBITS)

COMPANY NAME _____ COMPANY ID NUMBER _____

I (we) hereby authorize COMMERCE BANK, hereinafter called BANK, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any entries in error to the checking account indicated below and the depository named below, hereinafter called DEPOSITORY, to debit and/or credit the same to such account.

DEPOSITORY NAME _____ BRANCH _____

CITY _____ STATE _____ ZIP _____

TRANSIT/ABA NO. _____ ACCOUNT NO. _____

This authority is to remain in full force and effect until BANK has received written notification from _____ (COMPANY NAME) of its termination in such time and in such manner as to afford COMANY and DEPOSITORY a reasonable opportunity to act on it.

NAME _____ ID NUMBER _____
(PLEASE PRINT)

SIGNED X _____ SIGNED X _____

DATED _____ DATED _____



Commerce Bank

Corporate Resolution To Obtain Credit Card Account

The undersigned, Peggy Ann Milton the County Clerk of McLean County ()

a. government entity does hereby certify that the following resolutions were duly and regularly passed and adopted by the County Board, at a meeting duly called, on the _____ day of _____, 2007, and such resolutions are still in full force and effect and have not been amended or revoked.

“RESOLVED, that any one of the following:

- John Zeunik
- Jackie Dozier
- Julie Osborn

be and each hereby is authorized directed and empowered to establish credit card accounts “(Accounts”) with Commerce Bank, N.A. (Omaha, NE.) (herein called “Commerce”) and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and agreement to open the Accounts.”

“FURTHER RESOLVED, that any one of the foregoing named officers of McLean County may from time to time request Commerce to issue bank cards to any person in connection with any of the Accounts.”

FURTHER RESOLVED, that any one of the foregoing named officers of McLean County may from time to time appoint an Administrator to assist Commerce in the administration of the credit card program as provided in the Commerce Bank Commercial Card Agreement.

“FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers named herein.”

The undersigned further certifies that the specimen signatures appearing below are the signatures of the officers authorized to sign for this corporation by authority of these resolutions.

SPECIMEN SIGNATURES:

NAME (typed)	TITLE (typed)	Signature
John Zeunik	County Administrator	
Jackie Dozier	County Auditor	
Julie Osborn	Chief Deputy Auditor	

IN WITNESS WHEREOF, I have hereunto set my hand as
McLean County Clerk

and affixed the seal of McLean County this _____ day of _____, 20__

(SEAL)

County Clerk _____



Credit Line Request Form

This document is for the sole purpose of establishing the appropriate credit line to meet your annual spending needs for your Commerce Bank Commercial Card program.

I, _____, estimate the annual spending volume for
McLean County _____ (company name) on our
Commerce Bank Commercial Card Program to be:

\$ 6,000,000 _____ Annually

\$ 125,000 _____ Weekly

This equates to a bi-weekly credit line of \$ 250,000 _____, which is
two (2) times the weekly spend to accommodate the billing grace period.

Estimated number of cards/accounts 50 _____

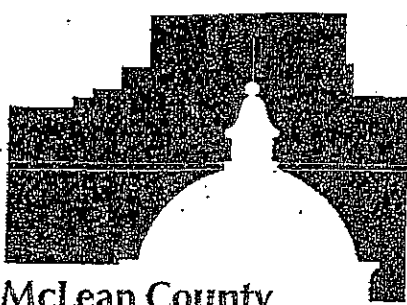
McLean County _____
Company Name

Individual Name

Signature

Title

Date



McLean County

JACKIE DOZIER
COUNTY AUDITOR

(309) 888-5151 • P.O. Box 2400 • Bloomington, Illinois 61702-2400

Date: March 6, 2007

To: The Honorable Chairman and Members of the Finance Committee

From: Jackie Dozier, Auditor

Re: Commerce Bank Commercial Credit Card Agreement and Supporting Documents

We are suggesting the renewal of our Commerce Bank credit card agreement per the attached paperwork, and adding the request for permission to enter into an agreement with Commerce Bank to use their establishment to provide electronic credit card payments to several of our vendors.

Please review the attached documents.

Thanks.

A handwritten signature in cursive script that reads "Jackie".

Members Sorensen/Bostic moved the County Board approve Requests for Approval of Works™ Payment Manager Service Subscription Agreement, Authorization Agreement for Automatic Payments (ACH Debits) with Commerce Bank, Commerce Bank Corporate Resolution to Obtain Credit Card Account, and Commerce Bank Credit Line – County Auditor's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
THE COUNTY OF MCLEAN, ILLINOIS**

THIS AGREEMENT, entered into this 20th day of March, 2007 and effective immediately by and between MAXIMUS, Inc. (hereinafter called the "Consultant") and the County of McLean, Illinois (hereinafter called the "County"), WITNESSETH THAT:

WHEREAS, the County is interested in obtaining professional services for the review of the staffing and process of the Recorder's Office, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of such studies, and

WHEREAS, the County desires to engage the Consultant to assist in preparing such a study, and

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services as described herein and in Consultant's proposal dated February 27, 2007, which is incorporated herein by reference.

2. **Scope of Services.** The scope of services is a review of Recorder's Office staffing and process, as defined in Consultant's proposal.

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to assure their expeditious completion and best carry out the purposes of the agreement. A final report shall be submitted to the County 12 weeks after the execution of this agreement, which is understood to be June 1, 2007.

4. **Compensation.** Compensation shall be a firm fixed price of \$21,100, inclusive of all professional services and related expenses to perform the work, as described in Consultant's proposal.

5. **Method of Payment.** The consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice 25% of the total contract amount monthly, with the balance due upon delivery of the final report.

6. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. Services and Materials to be Furnished by County. The County shall furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate liaison between the Consultant and other agencies of the County. The County is responsible for providing accurate and timely information necessary to prepare the central services cost allocation plan.

8. Rights to Terminate Contract. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Provided however, Consultant shall be compensated for services rendered and expenses incurred through the effective date of termination hereunder.

9. Information and Reports. The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project as may be requested by the County. The Consultant shall furnish the County, upon request, subject to reasonable prior notice, with copies of all documents and other materials prepared or developed in relation with or as part of the project. Consultant shall not be obligated to deliver copies in person.

10. Records and Inspections. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain interview notes, working papers and other documentation of findings for a period of five years after delivery of the final report.

11. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on within the County.

12. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only

and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. County not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant.

16. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services. The staff proposed for this work shall not be removed from the project without the consent of County.

18. Confidentiality. The County agrees that in connection with this Agreement, it may become aware of confidential information, trade secrets, marketing strategies and properties whether or not subject to copyright protection of Consultant. Consultant shall advise County if any such proprietary information is contained in reports delivered to County. The County covenants and agrees to use its best efforts and diligence in guarding Consultant's confidential information, trade secrets, marketing strategies and properties whether or not subject to copyright protection. The Consultant agrees that in connection with this Agreement, it may become aware of confidential information belonging to County. County shall advise Consultant if any such confidential information is contained in reports, document or other communication provided to Consultant. Consultant covenants and agrees to use its best efforts and diligence in guarding county's confidential information. Consultant further covenants and agrees that it will take all reasonable measures to prevent its employees and agents from, directly or indirectly, using any of County's confidential information at any time beyond the scope of this Agreement.

19. Consultant Certification. The Consultant certifies that the Consultant has not been convicted of bribery or attempting to bribe an officer or employee of the

County, nor has the Consultant made an admission of guilt of such conduct that is a matter of record.

20. Indemnification. Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses that arise out of that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious acts and other unlawful conduct of its respective agents, officers and employees.

21. Limitation of Liability. In no event shall either party, its directors, officers, employees or agents be liable for any special, incidental, punitive, indirect, or consequential damages arising out of or in connection with the services provided under this agreement, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof, even if advised of the possibility of such damages. This limitation shall apply to all claims whether under theory of contract, tort (including negligence), strict liability, or otherwise. MAXIMUS liability (if any) to customer or any third party is limited to six times the amount paid to MAXIMUS for the services.

22. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

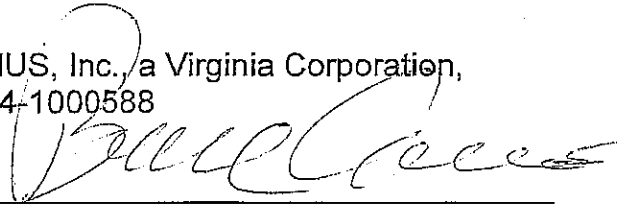
Lee Newcom
Recorder
McLean County
115 E. Washington Street
Room M104, PO Box 2400
Bloomington, IL 61702

Bruce Cowans
Senior Vice President
MAXIMUS, Inc.
1033 Skokie Boulevard, Suite 350
Northbrook, IL 60062

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

MAXIMUS, Inc., a Virginia Corporation,
FEIN 54-1000588

By

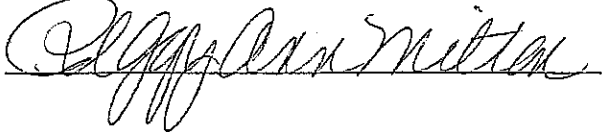
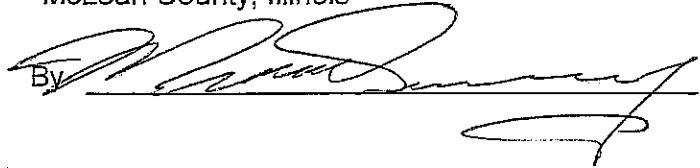


Bruce Cowans, Senior Vice President

McLean County, Illinois

Attest:

By



February 27, 2007

Mr. Lee Newcom
Recorder
McLean County
115 E Washington Street
Room M104, PO Box 2400
Bloomington, IL 61702

Dear Mr. Newcom:

In our January 11 meeting and our subsequent discussions, you have described your interest in two related issues:

1. Does your office have the proper number of employees?
2. Are there changes in process that would make your staff more productive?

This is our proposal to assist you with such a review.

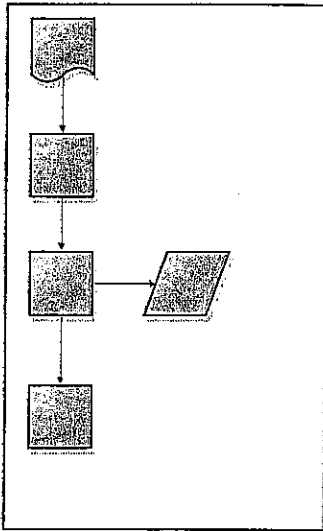
We cannot promise what our analysis would find. Our first impression is that your office has a good level of productivity compared to other central Illinois counties of similar size. That is not an endorsement that other offices are as productive as they could be.

Upon taking office, you established a workflow that has staff specialize in different aspects of the recording process. Formerly, each employee would grab a stack of documents from the in-box and perform all aspects of the recording process for a single document, from start to finish. Now, the work process is divided into steps performed by different people.

You also commenced testing for error rates in documents recorded. This work, performed pro bono by a local professor, is a key step in any quality control process. We will describe below how our analysis may learn from the results of that effort and how we may pose questions that would help you refine your quality control processes. We turn now to a description of the work we would do.

We should test whether process changes could enhance productivity before testing if your office has the correct number of employees.

Decomposing and Mapping the Recording Process



"Recording" is actually several processes (imaging, verifying, indexing, etc.) performed on different types of documents. We have to decompose the work flow to see where bottlenecks may arise and how to fix them. We do not propose separate flow charts for each type of recording.

We need to determine:

- The basic steps of the recording process
- The time required by each stage in the recording process (i.e., does each step require an identical amount of time exactly matched to the current division of responsibilities by employee?)

We will develop the process map through direct observation and interviews. We intend to ask staff if document flow "bunches up" at one person's desk and if so, where. We will also ask if these bottlenecks occur randomly or at predictable points in the process. Finally, we ask for suggestions for improvements.

We will flow chart at a high level, drilling down to more detail if that helps explain impediments to the smooth and efficient flow of documents. There is no purpose served by detailing where delays are not occurring. The flow charting should help detect where assignments may need to be balanced. We will supplement the flow chart with a table showing time and cost required by each stage of the recording process. The flow chart and table will need "as is" and "to be" versions, so that we can work with you to explore possible improvements.

After you validate the accuracy of the "as is" process map, we will meet with you to discuss implications and ideas for streamlining, which will result in a "to be" process map. After you approve a "to be" version, we will develop a change plan with you. This may involve a discussion with your software vendor. Not knowing what the options and choices might be, we cannot include the actual change effort as part of this proposal. If you wish our help with change management, we would discuss arrangements for our role in that process at that time.

We cannot predict the implications of this analysis, but they may include:

- Insufficient number of employees
- Not having the right people assigned to specific parts of the process (i.e., recruiting / training / supervision issues)
- Suboptimal division of responsibilities (i.e., the points at which a document passes from one person to another)

- Physical layout of desks and document flow
- A need for better documentation of procedures and/or quality control

Quality Assurance

Quality assurance is critical to recording, both to ensure the integrity of County records and to avoid the cost of rework. In many organizations, the cost/benefit implications of quality assurance are fuzzy, leading to efforts that may be inadequate or excessive. Our effort is not intended to quantify the cost/benefit of QA effort, but to help provide direction to your ongoing QA efforts.

Your principal quality control effort is double entry of forms. This is probably the single most important effort for preventing errors from entering the County's records. Even so, additional safeguards may increase your confidence that the process has the integrity that you desire.

To further this goal, you have enlisted the aid of a local professor to determine error rates in the recording process. We applaud this process, but may suggest improvements.

If it were possible to test each stage of the process for errors, you would learn a great deal about staffing, training and the need for formal quality assurance procedures. It seems unlikely that all employees are equally trained, productive and accurate. Unless you can determine where your process is vulnerable, you will not be able to pinpoint where to intervene.

We could provide statistical analysis of your error rates if you wished, but since you have arranged for these services at no cost to the County, we assume that you would not wish for us to do that.

Our review of quality procedures would include:

- A review of the background and training of each employee, with an eye to suggestions that may smooth the transition of work between staff of varying levels of experience and productivity
- A review of the documentation of work process provided by your office and your software vendor, with the intent of addressing whether the effort is sufficient

You indicated two non-County employees whose views of the office you felt it important for us to hear. We will interview them after they prepare a summary of their observations in writing for us. We require this written summary prior to those interviews in order to limit the cost of providing our services.

Deliverables

Our report will contain the following elements that will assist the County both in addressing the current situation and in managing future efforts.

- A benchmark table of staffing, workload, square footage and systems vs. comparable Central Illinois counties. This will not update itself automatically, but it will be relatively easy for the Recorder's Office to maintain by periodic contacts with peer offices.
- Job descriptions from a peer county and a table showing our assessment of current McLean County Recorder's Office staff in comparison.
- A "to do" list that we will triage into immediate, current year and longer term categories, which you may, of course, decide to realign by your personal priorities. At this point, we cannot predict our findings, but

Work Plan

This work breakdown structure shows the hours that we plan to spend in each step of the project. Our work would be a firm fixed price effort, which requires that our effort to assist also have a firm fixed limit. You may request change orders, but we are not assuming that you will.

You indicated that you would expect approval of the project (if given) by late February 2007 and would require a final report by June 1, to give time to incorporate any recommendations in the upcoming year's budget.

Process Mapping	Hours	Week											
		1	2	3	4	5	6	7	8	9	10	11	12
Interview Recorder	2	X											
Interview Recorder staff individually	8	X											
Develop draft "as is" process map	16	X											
Client review			X										
Refine map to add detail for process bottlenecks	12			X									
Develop final "as is" process map	8				X								
Develop draft "to be" process map	16					X							
Client review							X						
Refine map to add detail for process bottlenecks	12								X				
Develop final draft "to be" process map	8									X			
Quality Assurance Analysis													
Review background & training of each employee	8	X											
Review documentation of work process	8		X	X									
Report													
Prepare first draft	16										X		
Review draft with Recorder	2											X	
Client review												X	X
Prepare final report	8												
Allowance for unanticipated delays in schedule													X
Total	124												

Qualifications

MAXIMUS is a national consulting firm to public agencies, serving more than 5,000 government agencies annually. Our services include systems development, operations support and consulting. We are a large company, with shares traded on the New York Stock Exchange. We are also fiscally strong, with approximately \$170 million in cash and liquid assets and no long-term debt. We have been profitable every year since our founding in 1975. This is important for McLean County not only because it gives you assurance that we have the resources to finish our engagements, but also so you will know that we will be available in the future should you have questions about a particular aspect of a project.

We show below a few references for projects that are relevant. Bruce Cowans, our proposed project director, led all of these engagements. This is not a complete list of all of his experience, but illustrates projects for Illinois local governments that had similar work elements. While MAXIMUS has substantially more experience than that of any

single MAXIMUS consultant, we do not believe you would have great interest in the qualifications of staff that will not work on this project.

Sangamon County, Illinois – Reviewed staffing, budget and productivity of the Recorder's office with a benchmark comparison to similar Recorder offices. The review resulted in a County Board decision to trim staff to 9, from the level of 18 in place at the start of the review. Contact: Ryan McCrady, County Administrator, 217-753-6500

Sangamon County, Illinois – Assessed the vulnerability of the property tax process to errors, following work flow (using process mapping) through the assessment, extension, billing and collection processes. The review determined that quality control within each office was good, but that protocols for data layouts and communication between affected county offices needed improvement. Contact: Ryan McCrady, County Administrator, 217-753-6500

Macon County, Illinois – Reviewed the productivity of the Recorder's office as part of a larger countywide assessment of budget options in response to a fiscal crisis. Recommended trimming 2 FTE from the office to reach the productivity level of a peer group used for benchmarking. Contact: Steve Bean, County Clerk, 217-424-1305

McHenry County, Illinois – Reviewed workflow in the County Clerk's office, developing process maps for vital records and tax redemption and a budget for the office to use in engaging an IT vendor to implement solutions to quality control and reduction of document processing times. Contact: Katherine Schultz, County Clerk, 815-334-4242

City of Chicago, Illinois – Assessed the cost/benefit implications of building off-system financial analyses into an Oracle ERP implementation. The City preferred that the cost/benefit decisions be made by an independent party familiar with financial work flow, rather than the vendor (Oracle) responsible for the ERP implementation itself. Contact: Steve Lux, Comptroller, 312-744-2887

Bruce Cowans would direct the work. He is a senior vice president of our Financial Services Division and responsible for our financial consulting work in nine states, including Illinois. He is an Illinois resident and has consulted to 55 Illinois counties on matters of revenue, staffing, spending and work process. Mr. Cowans is also a sitting Village Board member and chairman of his Village finance committee, giving him a familiarity with Illinois local government law and process. He earned an MA in Public Policy from Duke University. In his 24 year career, he has worked for Price Waterhouse's Office of Government Services (Washington, DC), the Office of the Secretary (US Treasury Department, Washington, DC) and JMB Institutional Realty (Chicago, Illinois). He has been with our firm for 16 years. All of the projects listed as references in this proposal were his work.

Ani Saldaña will serve as staff analyst. A recent graduate of the University of Chicago (BA, economics), Ms. Saldaña will be responsible for preparation of flow charts and cost analyses under Mr. Cowans' direction. She has worked on activity-based costing studies of various county offices and business process improvement studies for government agencies in Illinois and Florida.

MAXIMUS may add additional staff to this project, but may not remove the staff proposed from the work or substitute another in his place without the written consent of the County.

Professional Arrangements

This is a firm fixed price proposal. Our fee, inclusive of all professional services and expenses is \$21,000. We would invoice our work 25% each month after commencement, with the balance due upon delivery of our final report.

We would conduct interviews and draft reviews onsite in your offices and can present the final report in person, if you wish.

We use WebEx meeting services to provide for reviews of documents when travel is not feasible. To participate, all you need is a telephone (we provide a toll free number) and a high-speed Internet connection. With WebEx, all meeting participants can see a document simultaneously and have the ability to annotate or edit the document while discussing the changes by phone. For flow chart editing in particular, this may be an effective tool.

We will commence work within two weeks of receiving a signed contract, subject to mutually agreeable dates. The work plan included in this proposal determines the scope and timing of our efforts. Change orders are possible, subject to mutually agreeable terms, but we will not depart from the work plan or pricing of this proposal without your prior written approval.

Exhibit 1 is a copy of our agreement for services.

We appreciate the opportunity to be of service. Please call me at (847) 513-5508 with questions about this proposal.

Yours truly,
MAXIMUS



Bruce Cowans
Senior Vice President

Members Sorensen/Renner moved the County Board approve a Request for Approval of Contract for Professional Services with MAXIMUS, Inc. – County Recorder's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2007**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 21, 2006 which became effective on January 1, 2007; and,

WHEREAS, the Circuit Clerk's Office has seen a significant increase in the number of traffic tickets filed in the office; and,

WHEREAS, the timely processing of traffic fine revenues to local governments is of paramount importance to the local governments and the Circuit Clerk's Office; and,

WHEREAS, the Circuit Clerk has recommended an increase in the full-time equivalent staffing to address this significant increase in workload; and,

WHEREAS, the Finance Committee, at a Special Committee meeting on March 20, 2007, recommended the approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2007 Fiscal Year, now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:


<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0015-0012	04	0503.0011 Office Support Specialist I	10.00	0.75	10.75


BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the Circuit Clerk's Office, the County Treasurer, and the County Administrator's Office.

ADOPTED by the McLean County Board this 20th day of March, 2007.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Selzer moved the County Board approve a Request for Approval of a Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2007. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report was located on pages 208-217.

TRANSPORTATION COMMITTEE:
Member Hoselton, Vice-Chairman, presented the following:

ROAD UPGRADE AND MAINTENANCE

This ROAD UPGRADE AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 29th day of FEBRUARY, 2007 by and among McLean County, an Illinois County (the "County"), White Oak Energy LLC, (the "Developer"). The Developer and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties". The term "Developer's Representative(s)" shall include the Developer's contractors, sub-contractors, agents, employees, suppliers and designees.

RECITALS

WHEREAS, The Developer is in the process of developing a wind-powered electric energy generating facility (the "Project") in McLean County, Illinois and has submitted an application for a Special Use Permit for the Project with the Department of Building and Zoning in accordance with the Zoning Ordinance of McLean County, and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "County Roads") over which it will be necessary for the Developer and the Developer's Representative(s) to, among other things, (i) transport heavy equipment and materials over certain County Roads, which may in certain cases be in excess of the design limits of the County Roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such County Roads; (iii) widen certain County Roads and make certain modifications and improvements (both temporary and permanent) to such County Roads (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and (iv) place certain electrical and communications cables (collectively "Cables") for the Project adjacent to, under or across certain County Roads, and

WHEREAS, 605 ILCS 5/9-113 grants to the County, authority to impose reasonable rules, regulations and specifications for the use of County roads by public and private utilities, and

WHEREAS, 605 ILCS 5/9 113.01 imposes a liability on public or private utilities for any damage to County highways, and

WHEREAS, under 605 ILCS 5/5 et seq the County has broad power regarding the opening, construction, maintenance, relocation, access to or repair of highways in the County Highway system, and

WHEREAS, it is in the best interest of the public health, safety and welfare that the Developer and the County reach an agreement to address the majority of issues that will arise in a project of this size, and

WHEREAS, the Developer has provided to the County Engineer of McLean County a site layout plan for the Project that shows the tower sites, the access road entrances, the underground collection system and the power transformer site, a copy of which is attached as Exhibit A (the "Plan"), and

WHEREAS, the Developer and the County of McLean wish to set forth their understanding and agreement as to the road issues relating to the construction and operation of the Project, and

WHEREAS, this Agreement shall apply to those County Roads listed on the Principal Road Upgrade Schedule attached as Exhibit B and, subject to Section 3D herein, and any other County Highway used by the Developer, the Developer's Representative(s) in direct support of the construction and operation of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promise and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

Section 1. The Developer, White Oak Energy LLC, agrees to undertake the following activities in accordance with the terms of this Agreement:

- A. Within five (5) business days following the award of any contract by the County for the improvements to the County Highways in accordance with Section 5 and Exhibit B for which a Notice to Proceed has been given pursuant to Section 1. T. and not withdrawn, the Developer shall pay McLean County Highway Department for the costs of the improvements contained in the bid accepted by the County ("bid cost"). For purposes of this Agreement, "commencement of construction" shall mean construction by the Developer or the Developer's Representative(s) of access roads and wind turbines on the Project site has begun and does not include testing or surveying (including geotechnical drilling and meteorological testing) to determine the adequacy of the site for construction.

The Parties acknowledge the costs set forth in Exhibit B are estimates. Upon final payment by the County to its contractor for each improvement for which a contract was awarded, the County

shall compare the actual cost with the bid cost. The County shall provide the Developer with a statement of the final actual costs. In the event the actual costs for the improvements were greater than the bid cost payment made by the Developer, the Developer shall reimburse the County for those additional costs. In the event the actual costs for the improvements were less than the bid cost payment made by the Developer, the County shall reimburse the Developer for those overpaid costs.

- B. If Developer obtains all required governmental approvals, finds an acceptable market for the power from the project, and elects to proceed with the Project, Developer shall build the Project substantially as depicted on the Plan and obtain County Highway Department approval of any material alteration of the Plan insofar as it involves the use of County Highways;
- C. Present Access Permit applications and required plans for all access points to the County Highway system;
- D. Erect permanent markers indicating the presence of the Cables;
- E. Install marker tape in any trench in which the Developer or the Developer's Representative(s) have placed Cables located on County right-of-way;
- F. Become a member of the Illinois State-Wide One-Call Notice System (otherwise known as the Joint Utility Locating Information for Excavators or "J.U.L.I.E.") and provide J.U.L.I.E. with all of the information necessary to update its records;
- G. Use directional boring equipment to make all crossings of County Highways for the cable collection system;
- H. Provide plans for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by the Developer or the Developer's Representative(s);
- I. Make the necessary improvements for these widened radii and once these widened radii are no longer needed to return the corners substantially to their original lines and grades unless the County Engineer requests that the widened radii remain as improved;

- J. Notify the County Engineer in advance of all oversize moves and crane crossings;
- K. Transport the tower segments and other oversize loads so as to minimize adverse impact on the local traffic;
- L. Provide as much advance notice as is commercially reasonable to obtain approval of the McLean County Highway Department when it is necessary for a road to be closed due to a crane crossing or for any other reason. Notwithstanding the generality of the aforementioned, the Developer will provide 48 hours notice to the extent reasonably practicable;
- M. Sign all highway closures and work zones in accordance with the Illinois Department of Transportation Manual On Uniform Traffic Control Devices;
- N. Pay for the cost of all repairs to all County Highways that are damaged by the Developer or the Developer's Representative(s) during the construction of the Project and restore such roads to the condition they were in at the time of the pre-construction inventory;
- O. Establish a single escrow account and a single Letter of Credit in accordance with Section 6;
- P. Notify all relevant parties identified under Section 4 of any temporary road closures.
- Q. At the commencement of construction of the Project and on the first, second, third and fourth anniversaries thereafter, pay to the McLean County Highway Department, the amount of \$50,000.00. Thereafter, the annual fee shall be 100% of what the prior year's fees would have been based on the County standard charges for agreements of this type.
- R. Obtain easements and other land rights needed to fulfill the Developer's obligations under this Agreement.
- S. Agree that the County shall design all road upgrades in accordance with the IDOT Bureau of Local Roads and Streets Manual.
- T. Provide written Notice to Proceed to the County by December 31 of each year, which notice shall identify the roads to be upgraded during the following year. The Notice to Proceed may be

withdrawn at any time by the Developer prior to the County's advertisement of the notice of bids. In the event the Developer elects to withdraw the Notice to Proceed, the Developer agrees to pay the County for its actual reasonable costs incurred related to the subject improvements following the receipt of the Notice to Proceed through receipt of the notice of withdrawal.

- U. Acknowledge that the estimates provided in Exhibit B are good faith estimates, but actual costs may vary.
- V. Provide dust control and grading work to the reasonable satisfaction of the County Engineer on County roads covered by this Agreement that become aggregate surface roads.
- W. Anywhere this Agreement obligates the Developer to make a payment, except as called for in Section 1A, said payment shall be made directly to the McLean County Highway Department within 21 days of receipt of an invoice, containing such detail as the Developer may reasonably request, from McLean County Highway Department. Such payments shall be made, at the Developer's discretion, by check or wire transfer of immediately available funds.
- X. Keep all County Highways used by the developer clear, by removing all mud, dirt, dust and spilled or tracked material.

Section 2. The County, in accordance with the terms of this Agreement, agrees to:

- A. Review for approval all access points to the County Highway system by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices;
- B. Review for approval plans for all utility encroachments on County rights-of-way; in a reasonable manner in accordance with accepted engineering practices;
- C. Review for approval all crane crossings across the County Highway system by giving consideration of road damage and traffic safety in a reasonable manner based on accepted engineering practices;
- D. Issue master overweight and oversize permits in a timely manner for the roads scheduled on Exhibit B upon the filing of such

applications on behalf of the Developer and waive overweight permit fees for loads with axle weights of 18,000 pounds or less from April 15 to January 15. Issue permits during the spring posting period, between January 15th and April 15th when conditions warrant;

- E. Coordinate with the Developer and the Developer's Representative(s) so as to minimize the impact of their use of the County Highway system;
- F. Waive all individual work permit fees.
- G. Perform all routine maintenance on the County Highways used for the construction of the towers in accordance with Section 5 of this Agreement.
- H. Consent to the use of the County Highway's rights-of-way for utility encroachments, including Cables for the Project. Consent granted herein shall be effective only to the extent of the property interest of the County of McLean. Such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve the Developer from obtaining by purchase, condemnation or otherwise the necessary approval of any owner of the fee over or under which the highway is located if such approval is legally required.
- I. Design all road upgrades in accordance with IDOT Bureau of Local Road and Streets Manual.
- J. Implement road upgrades as agreed to in Exhibit B upon receipt of the Notice to Proceed.
- K. Authorize County Engineer to agree on behalf of County to revisions to Exhibits A and B and to determine appropriate improvements.
- L. One week prior to advertisement of bids, notify the Developer of its intent to advertise notice of bids.

Section 3 Planning Inventory

A. Road Inventory

1. Pre-Construction Inventory

The Parties, prior to the commencement of construction, shall jointly perform a survey to record the condition of the pavement surface of the County Highways listed in Exhibit 'B'. For County Highway 39 this survey shall be performed no later than ten (10) days prior to the start of any pre-construction upgrade. For County Highway 12, the survey shall be done no later than ten (10) days prior to the start of use by the the Developer and the Developer's Representative(s). During this survey the entire length of the road as listed in Exhibit B shall be video taped and if necessary photographs may be taken. In addition the County will provide the Developer or his agent copies of any plans, cross-sections and specifications relevant to the existing road structure.

For any structures on the proposed routes that the County reasonably determines may not carry the loads proposed by the Developer, the County shall have the right to hire a consultant to make a study of the structure to determine the load carrying capacity. The Developer shall furnish the consultant with drawings depicting the axle numbers, spacing and loading for the trucks moving the oversized loads. If it is determined that a structure will not carry the loads that are proposed the Developer may propose a plan to strengthen the structure. The County will then furnish the Developer with all available plans. Should the Developer present a plan to strengthen a structure the County will then have their consultant review these plans to determine if the improvements will carry the proposed loads. All costs incurred by the County for these services shall be paid by the Developer or from the escrow account.

Copies of all pre-construction documentation shall be provided to each of the Parties.

2. Post-Construction Inventory

Upon completion of construction of the Project, representatives of the County and Developer will perform a post-construction inventory, the methods of which shall be similar to those of the pre-construction survey. The two sets of data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey McLean County will determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition. The design of these repairs or improvements shall conform to standards provided in the IDOT Bureau of Local Roads and Streets Manual. The cost of these repairs or improvements shall be paid by the Developer or from the escrow account.

B. Routing and Access Approval

As soon as practical and as necessary throughout the construction of the Project, the Developer and County shall meet and by mutual agreement revise the Plan (Exhibit A) in so far as it affects the County Highways and make it more definitive. By mutual agreement, County Highways may be added to or deleted from the Principal Road Upgrade Schedule attached as Exhibit B, specific timing for upgrades shall be established, access points to public roads may be approved, preferred traffic routes shall be established and utility encroachments, including Cable, finalized. The Principal Road Upgrade Schedule (Exhibit B) has two parts. The first part is an estimate of the cost of improvements that are to be made before construction commences to give the road sufficient structural strength to handle the traffic anticipated during the construction of the Project. The second part is an estimate of the improvement that may need to be completed at the completion of the construction of the Project to return the roads identified in Exhibit B as amended from time to time to the same or better condition than those roads were in during the pre-construction inspection.

C. Revisions

As the Principal Road Upgrade Schedule (Exhibit B) is revised and roads are added or removed, pre-construction and post-construction improvement details shall be prepared and added to the Exhibit B using the same methodology as was used to establish the improvement descriptions and cost estimates included in Exhibit B.

D. Incidental Use

The Parties recognize that the Project traffic may, either through mistake or with the consent of the County, use roads other than those listed on the Principal Road Upgrade Schedule (Exhibit B). Repairs for damage caused by the Developer or the Developer's Representative(s) during such mistaken or permitted use shall be paid as provided in Section 6 C of this Agreement.

Section 4. Construction Cooperation:

A. With Others:

Prior to the commencement of construction, the Developer shall hold a meeting and shall invite all public or semi-public entities that may be affected by the Project including, but not limited to, schools and fire protection districts. At said meeting, the Developer will discuss their plans for the construction of the Project and compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those agencies. Should all of the parties contacted not be represented, the Developer shall attempt to make contact with these entities in an effort to obtain the contact information. A copy of this list shall be furnished to the Highway Department.

B. With the County:

During construction, the County and the Developer shall meet regularly to disclose and discuss Project activities, including anticipated material and equipment deliveries, crane crossings, and traffic movement – which may be reflected as changes in the Plan (Exhibit A) and/or the Principal Road Upgrade Schedule (Exhibit B).

Section 5. Upgrades and Maintenance of the County Highways

- A. In order to minimize the adverse effect of the construction traffic on the County Highways, certain upgrades will be required on certain roads as described below, the cost of which shall be paid by the Developer.

See the Principal Road Upgrade Schedule attached as Exhibit B, as amended from time to time.

- B. The daily routine maintenance of the County Highways affected by the Project including snow removal, striping, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the McLean County Highway Department. If repairs or maintenance, other than daily routine maintenance, are deemed necessary because of activity of the Developer or the Developer's Representative(s), the County will invoice the Developer for such cost and the Developer shall make payment to the County therefore.

Section 6. Escrow Account and Letter of Credit

- A. Once the Developer has elected to proceed with the Project in accordance with Section 1 B, then not more than two days following receipt of the notice of intent by the County to advertise the first bid for road upgrades identified on Exhibit B that are subject to this Agreement, the Developer shall establish an escrow account in the amount of \$500,000.00 (the "Escrow Account"). The Escrow Account shall be used to pay for expenses incurred for the upgrade and/or repair of the County Highways in accordance with the terms of this Agreement in the event the Developer does not otherwise pay the costs thereof. The Escrow Account shall be established at a bank doing business within McLean County selected by the Developer. Within forty-five days of the execution of this Agreement by the Parties, or such later date as the Parties may agree, the Parties shall execute a mutually agreeable form of escrow agreement (the "Escrow Agreement"), which agreement shall, among other things, appoint the escrow agent and set forth the disbursement provisions in detail. The Developer shall be responsible for making additional deposits in the Escrow Account in order to maintain the original minimum balance provided however, that the aggregate amount (including the initial balance) the Developer shall be required to deposit shall not in any event exceed \$11,000,000.00. At the same time the Escrow Account is established, the Developer shall also provide to McLean County an "Irrevocable Letter of Credit" in the face amount of \$500,000.00 (the "Letter of Credit") which the County may draw against in the event and only to the extent that sufficient funds are not available in the Escrow Account to pay for the Developer's failure to pay for the upgrade and repair expense of the County Highways in accordance with the terms of this Agreement. The Letter of Credit shall be issued by a bank and in such form as is reasonably acceptable to the County.
- B. The Escrow Account and Letter of Credit shall remain in place from the date the initial deposit is made until a date two years after the

commencement of commercial operations of the Project. For avoidance of doubt the commencement of commercial operation date shall be the date that the entire Project is placed into service. The County agrees to deliver any certification required for any permitted withdrawal from the Escrow Account or surrender of the Letter of Credit, including any final withdrawal and/or surrender when the Developer is no longer required to fund the Escrow Account or provide the Letter of Credit pursuant to the terms hereof, or the terms of the Escrow Agreement or Letter of Credit. For so long as the Developer is required to maintain the Letter of Credit pursuant to the terms hereof, in the event that, pursuant to the terms of such Letter of Credit, the County shall be entitled to draw down the full outstanding amount of such Letter of Credit as a result of a failure to extend, amend or replace such Letter of Credit prior to its expiration, the County agrees that it shall immediately deposit any amounts so drawn into the Escrow Account. The Developer shall be entitled to withdraw from the Escrow Account any and all amounts in the Escrow Account (including any interest accrued thereon) two years after the commencement of commercial operations of the Project.

- C. The Escrow Agreement shall set forth, among other things, the disbursement procedures for the Escrow Account and shall include:
1. For the pre and post construction improvements listed on the Principal Road Improvement Schedule attached as Exhibit B, as such Exhibit may be amended by the Parties from time to time:
 - a. The County shall notify the Developer in writing of the work to be done.
 - b. The contract shall be let by the County. Payment shall be made by the Developer or from the Escrow Account for pre and post construction road improvements.
 2. For Damage during Construction to the roads listed on the Principal Road Upgrade Summary, as amended from time to time:
 - a. The County shall notify the Developer of the work to be done.
 - b. The work shall be performed or contract shall be let by the County. Payment for such work shall be made by the Developer or from the Escrow Account.

3. For damages on roads other than those listed on the Principal Road Upgrade Summary attached as Exhibit B, as amended from time to time:
 - a. The County notifies Developer of the location and nature of the repair or maintenance required and a suggested time framework for completion.
 - b. If the Developer agrees, the County or County's contractor shall perform the repair in the time framework specified and recover its costs from the Developer or the Escrow Account.
 - c. If the Developer disagrees, the County and the Developer will in good faith attempt to resolve the dispute and shall involve Farnsworth Group as a neutral intermediary to help resolve the dispute within a 5-day period. The costs of the intermediary will be paid equally by the Parties if a mutually agreeable solution is proposed, or if not, by the Party rejecting the intermediary proposed solution. Either Party may reject the intermediary solution by written notice to the other party within 2 days from the date it is rendered.
 - d. If the Parties cannot agree and the County rejects the intermediary's proposed solution, the County may take unilateral action to prevent harm or protect public safety, the cost of which shall be paid from the Escrow Account. If the appropriateness of the County action is ultimately determined not to be justified either by agreement or adjudication, the County shall promptly refund applicable cost of repairs to the Developer.
 - e. If the Parties agree and/or don't reject the intermediary's proposed solution, then the County or County's contractor may make the repair and shall recover its costs from Developer or the Escrow Account.
 - f. The County charges shall be based on County maintained time and material cost records, which shall be made available to the Developer for review. County billing rates shall be those established by the County and shall be uniformly applied to all consumers.

D. Emergency Repairs.

Notwithstanding the foregoing, in the event the Developer or the Developer's Representative(s) are reasonably believed by the County to have caused damage to County roads of a magnitude sufficiently great to create a hazard to the motoring public, which in the County's opinion warrants an immediate repair or road closing, the County may unilaterally make or authorize repair, with the reasonable, documented costs thereof paid by the Developer or from the Escrow Account. The County shall photograph, videotape and otherwise document the conditions and make all such documentation available to the Developer. Any such emergency repair shall be subject to post-repair negotiations by the Parties, involvement of the intermediary and, if necessary, adjudication. If such post-repair proceedings favor the Developer, the County will reimburse the Escrow Account for amounts withdrawn to fund the repair if any.

Section 7. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.

- A. Indemnification by the Developer. The Developer hereby release and agree to indemnify and hold harmless the County and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively "County Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the County Releasees arising out of or relating to the performance by the Developer of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the Developer hereby releases the County Releasees and agree to indemnify and hold harmless the County Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by the Developer, its employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.
- B. Indemnification by the County. The County hereby releases and agrees to indemnify and hold harmless the Developer and their members, officers, directors, contractors, subcontractors, employees

and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter collectively "the Developer Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Developer Releasees arising out of or relating to the performance by the County of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the County hereby releases the Developer Releasees and agrees to indemnify and hold harmless the Developer Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by the County, their respective employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.

- C. Limitations of Liability. In no event shall the Developer or any of their members, officers, directors or employees or the County or any of its Board, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.
- D. Required Insurance. The Developer shall at all times throughout the term of this Agreement maintain in full force and effect commercial general liability insurance, naming McLean County, its Board, officers and employees as an additional insured, in the aggregate amount equal to Ten Million Dollars (\$10,000,000). The Developer may utilize any combination of primary and/or excess insurance to satisfy this requirement.

Section 8. Miscellaneous

- A. Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party (the "Defaulting Party"), which default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have

the right of specific performance. The remedy of specific performance and injunctive relief shall not be exclusive of any other remedy available at law or in equity.

- B. Due Authorization. White Oak Energy LLC hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of White Oak Energy LLC. The County hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.
- C. 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.
- D. Amendments. No amendment or modification to this Agreement or 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.
- E. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the parties hereto at their respective addresses or fax numbers (or to such other address or fax number as any such party shall designate in writing to the other parties from time to time).

Developer:

White Oak Energy LLC
Attn: Project Manager
One South Wacker Dr., Suite 220
Chicago, IL 60606
Phone: (312) 224-1400
Fax: (312) 224-1444

McLean County

McLean County Engineer
102 S. Towanda-Barnes Road
Bloomington, IL 61704
Phone: (309) 663-9445
Fax: (309) 662-8038

- F. This Agreement may not be assigned without the written consent of the other Party.
- G. 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 instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually signed counterpart to this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois, irrespective of any conflict of laws provisions.
- I. 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.
- J. Termination. The Developer shall have the right to terminate this Agreement at any time for convenience by providing fifteen (15) days prior written notice to the County of its intent to terminate this Agreement. In the event such termination occurs, the Escrow Account and Letter of Credit shall remain in place as follows, rather than the date specified in Section 6. B. of this Agreement.

In the event such termination occurs prior to the date that the Developer has issued the first Notice to Proceed pursuant to Section 1T of this Agreement, then notwithstanding anything herein to the contrary the Letter of Credit and the escrowed funds held in the Escrow Account (together with accrued interest, if any) shall be returned to the Developer and the Developer shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to the commencement of construction of the Project but after the Developer has issued the first Notice to Proceed and prior to the County awarding any bids for road work hereunder, the Developer agrees to pay the County for its actual reasonable costs incurred related to the subject improvements following the receipt of the Notice to Proceed through the date of termination. Upon payment by the Developer to the County for such costs, the Letter of Credit and the escrowed funds held in the Escrow Account (together with accrued interest, if

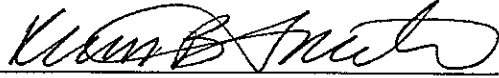
any) shall be returned to the Developer and the Developer shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to the commencement of construction of the Project, but after the County has commenced road work hereunder pursuant to a bid accepted by the County (the bid costs of which were paid by the Developer), then the County shall complete such road work. Upon final payment for such road work by the County to its contractor, if the bid costs paid by Developer (i) are less than the actual final costs paid by the County then the Developer shall reimburse the County for such difference (the "Final Developer Payment") or (ii) are greater than the actual costs to be paid by the County for such work, then the County shall reimburse the Developer for such difference. Upon payment by the Developer of the Final Payment to the County, the Letter of Credit and the escrowed funds held in the Escrow Account (together with accrued interest, if any) shall be returned to the Developer and the Developer shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to "commencement of commercial operations of the Project", the Escrow Account and Letter of Credit shall remain in place until a date two years after the date on which the Developer's construction activities have ceased.

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

WHITE OAK ENERGY LLC



By: Kevin B. Smith
Vice President

THE COUNTY OF McLEAN

By: Michael F. Sweeney
Chairman, McLean County Board

ATTEST:

Peggy Ann Milton, McLean County Clerk

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

WHITE OAK ENERGY LLC



By: Kevin B. Smith
Vice President

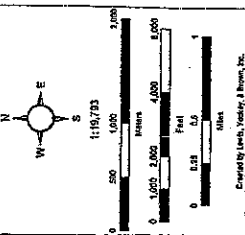
THE COUNTY OF McLEAN

By: Michael F. Sweeney
Chairman, McLean County Board

ATTEST:

Peggy Ann Milton, McLean County Clerk

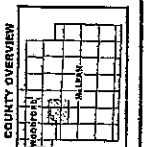
**McLEAN COUNTY & WOODFORD COUNTY
WHITE OAK WIND FARM
Road Agreement
Road Use Plan**



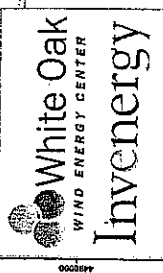
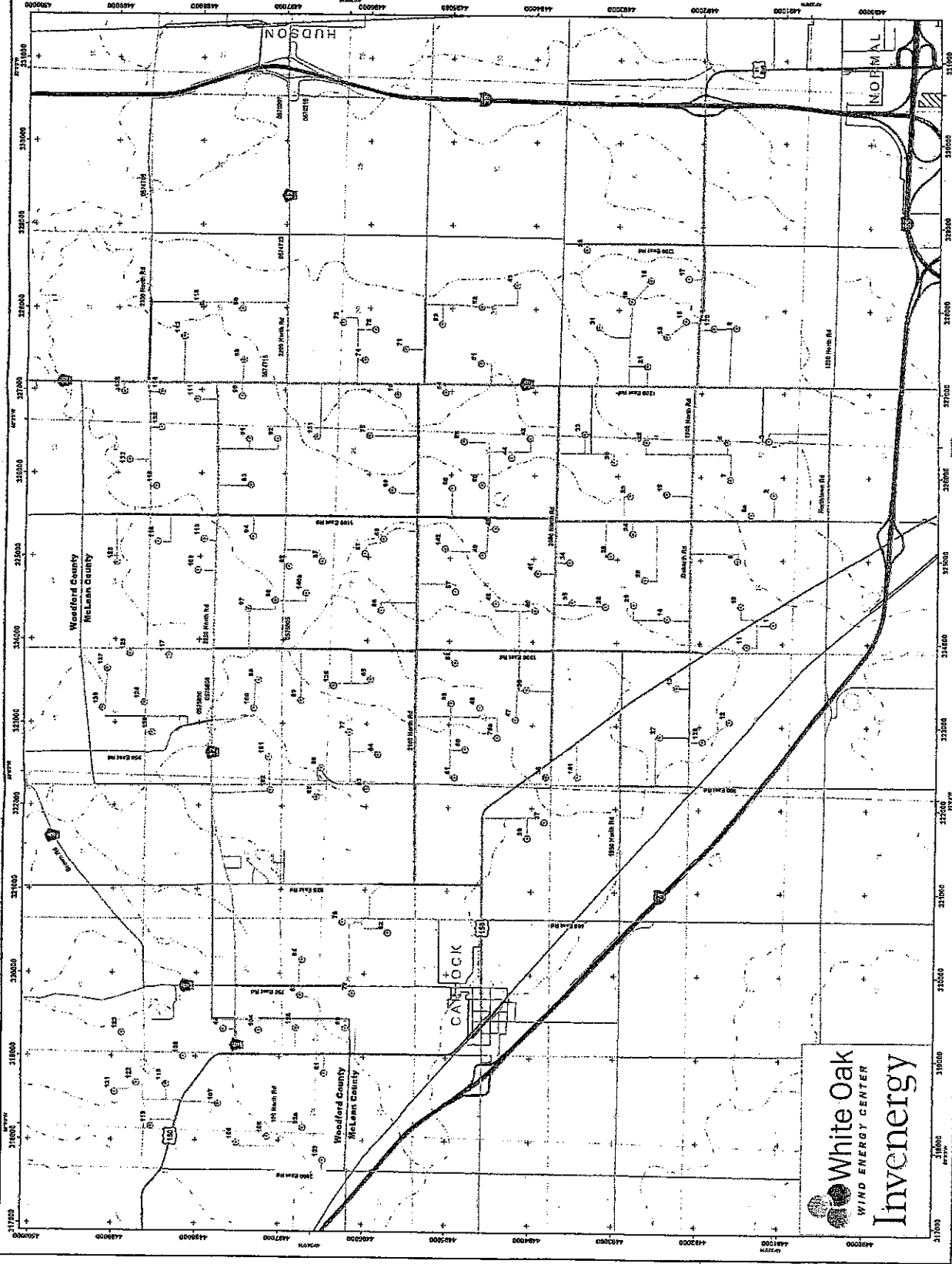
Created by Lewis, Yokley, & Brown, Inc.
Road description from McLean and Woodford Counties
Shaded area from 2010 Woodford and McLean County
Taxes & Assessments Map provided by both counties

LEGEND

- Turbine
- TURBINE ACCESS ROADS
- Access Road
- Alternative Access Road
- BRIDGE RIS DESIGN LOAD
- 100k
- 15k/8
- 100
- ROAD AGREEMENT
- PRINCIPAL ROAD USE
- McLean County
- Woodford County
- Woodford Township
- Hudson Township
- Normal Township
- Woodford Township
- With Oak Township
- PRINCIPAL ROAD USE
- Woodford County
- Normal Township
- Woodford Township
- US Highway
- Interstate
- State Rd
- Road
- Disposition LINE
- PL 88 Road
- County Boundary



Lewis, Yokley, & Brown, Inc.
LVA Project # 10001, by RDN
Date: 09/20/2013, Revised 11/09/2013



Principal Road Upgrade Schedule
Exhibit 'B' to White Oak Wind Farm Road Agreement

Exhibit 'B' (Page 1)
 Dated 3/5/2006

Highway Number	Highway Name	From	To	Length	Pre-Construction Improvements	Post-Construction Improvements	Windfarm Radii
C.H. 12	Hudson-Carlock Road	Woodford County Line	CH 39	4.77 miles	None	4" Aggregate A-3 Surface	T.B.D.
C.H. 12	Hudson Road (West)	CH 39	0.65 miles East of CH 39	0.65 miles	None	4" Aggregate A-3 Surface	T.B.D.
C.H. 39	Ropp Road	1800N	0.25 miles North of 2300N	5.25 miles	1.5" Binder 1.5" Surface	Level Binder & Surface as Needed	T.B.D.

Exhibit 'B' (Page 2)

C.H. 39 Ropp Road		(Commencing from 1800N and going North to 2325N)		
5.25 miles				
22' wide				
Items	Unit	Quantity	Unit Price	Total Cost
1 1/2" Bituminous Binder Course	Ton	5700	\$65.00	\$370,500.00
1 1/2" Bituminous Surface Course	Ton	5700	\$70.00	\$399,000.00
3" Aggregate Shoulders	Ton	2100	\$20.00	\$42,000.00
Miscellaneous Related Items				\$110,000.00
Total Cost				\$921,500.00

C.H. 12 Hudson-Carloch Road		(Commencing from Woodford County Line to 1200E C.H. 39 Ropp Road)		
4.77 miles				
22' wide surface				
Items	Unit	Quantity	Unit Price	Total Cost
Bomag Machine (Milling Existing Pavement)	HR	30	\$350.00	\$10,500.00
4" Aggregate Base Course	Ton	15000	\$30.00	\$450,000.00
A-3 Surface	Prime	Gal	\$3.00	\$77,400.00
	CA-14	Ton	\$28.00	\$50,400.00
	Bit. Matls.	Gal	\$2.00	\$74,000.00
	CA-15/16	Ton	\$30.00	\$21,750.00
	Bit. Matls.	Gal	\$2.00	\$37,000.00
Re-seal	A-3	Ton	\$28.00	\$39,900.00
Re-seal	Bit. Matls.	Gal	\$2.25	\$83,250.00
4" Aggregate Shoulders	Ton	1300	\$20.00	\$26,000.00
Miscellaneous Related Items				\$52,000.00
Total Cost				\$922,200.00

C.H. 12 Hudson Road		(Commencing from C.H. 39 Ropp Road to .65 miles East)		
.65 miles				
22' wide surface				
Items	Unit	Quantity	Unit Price	Total Cost
Bomag Machine (Milling Existing Pavement)	HR	6	\$350.00	\$2,100.00
4" Aggregate Base Course	Ton	2100	\$30.00	\$63,000.00
A-3 Surface	Prime	Gal	\$3.00	\$10,650.00
	CA-14	Ton	\$28.00	\$7,000.00
	Bit. Matls.	Gal	\$2.00	\$10,100.00
	CA-15/16	Ton	\$30.00	\$3,000.00
	Bit. Matls.	Gal	\$2.00	\$5,100.00
Re-seal	A-3	Ton	\$28.00	\$5,600.00
Re-seal	Bit. Matls.	Gal	\$2.25	\$11,362.50
4" Aggregate Shoulders	Ton	200	\$20.00	\$4,000.00
Miscellaneous Related Items				\$10,000.00
Total Cost				\$131,912.50

CH 39 Ropp Rd (Rt 150 to 2000N)
 With 125 Semi Trucks and 40 Single Unit Trucks
 STRUCTURAL DESIGN DATA 80,000#

CLASS III ROAD DESIGN PERIOD 20 YEARS
 CURRENT A.D.T. 950
 STRUCTURAL DESIGN TRAFFIC: 1159 YEAR: 2026
 PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:
 P.C. 88% S.U. 7% M.U. 5%
 P.C. 1020 S.U. 121 M.U. 183
 MINIMUM SOIL SUPPORT: IBR = 3.0
 TRAFFIC FACTOR (T.F.)= 0.837
 STRUCTURAL NUMBER (Dt)= 4.0
 PAVEMENT STRUCTURE MATERIALS:
 SURFACE: PROPOSED BITUMINOUS CONCRETE 3 @ 0.40 a1= 1.20
 BASE: EXISTING BITUMINOUS CONCRETE 3.75 @ 0.30 a2= 1.13
 BASE: EXISTING BITUMINOUS SURFACE 3 @ 0.25 a3= 0.75
 SUBBASE: EXISTING AGGREGATE BASE COURSE 10 @ 0.10 a4= 1.00

PROPOSED Dt TOTAL 4.08

10/23/2006

CH 39 Ropp Rd (2000N to Bridge)
 With 125 Semi Trucks and 40 Single Unit Trucks
 STRUCTURAL DESIGN DATA 80,000#

CLASS III ROAD DESIGN PERIOD 20 YEARS

CURRENT A.D.T. 950
 STUCTURAL DESIGN TRAFFIC: 1159 YEAR: 2026

PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:

P.C.	88%	S.U.	7%	M.U.	5%
P.C.	1020	S.U.	121	M.U.	183

MINIMUM SOIL SUPPORT: IBR = 3.0

TRAFFIC FACTOR (T.F.)= 0.837

STRUCTURAL NUMBER (Dt)= 4.00

PAVEMENT STUCTURE MATERIALS:

SURFACE: PROPOSED BITUMINOUS CONCRETE	3 @ 0.40	a1= 1.20
BASE: EXISTING BITUMINOUS CONCRETE	3.25 @ 0.30	a2= 0.98
BASE: EXISTING BITUMINOUS CONCRETE	3 @ 0.25	a3= 0.75
SUBBASE: EXISTING AGGREGATE BASE COURSE	12 @ 0.10	a4= 1.20

PROPOSED Dt TOTAL 4.13

10/23/2006

CH 39 Ropp Rd (Bridge to Lake)
 With 125 Semi Trucks and 40 Single Unit Trucks
 STRUCTURAL DESIGN DATA 80,000#

CLASS III ROAD DESIGN PERIOD 20 YEARS

CURRENT A.D.T. 950
 STRUCTURAL DESIGN TRAFFIC: 1159 YEAR: 2026

PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:

P.C.	88%	S.U.	7%	M.U.	5%
P.C.	1020	S.U.	121	M.U.	183

MINIMUM SOIL SUPPORT: IBR = 3.0

TRAFFIC FACTOR (T.F.)= 0.837

STRUCTURAL NUMBER (Dt)= 4.00

PAVEMENT STRUCTURE MATERIALS:

SURFACE: PROPOSED BITUMINOUS CONCRETE	3 @ 0.40	a1= 1.20
BASE: EXISTING BITUMINOUS CONCRETE	3.5 @ 0.30	a2= 1.05
BASE: EXISTING BITUMINOUS CONCRETE	3 @ 0.25	a3= 0.75
SUBBASE: EXISTING AGGREGATE BASE COURSE	12 @ 0.10	a4= 1.20

PROPOSED Dt TOTAL 4.20

10/23/2006

Members Hoselton/Cavallini moved the County Board approve a Request for Approval of Invenergy/White Oak Energy, LLC Wind Farm Road Use Agreement. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Hoselton stated the General Report is located on pages 242-248.
Found on page(s) 218-241

Chairman Sweeney stated the following: we lost a very valuable Member of the County Board a few days ago. He was Chairman of the Transportation Committee from December 1994 to March 2007. He also served with the Intergovernmental Agreement with the Airport Authority for Towanda-Barnes Road. He was involved in the East Side Highway Feasibility Study and Corridor Study. He was also assisted with the jurisdictional transfer between the City of Bloomington and the County and between the Town of Normal and the County. He was involved in the Purchase of Land on Route 9 East for use by the County Highway Department. He served as Chairman of the Land Use and Development Committee from December of 1992 until December of 1994. He was also a Member of the following Board Committees: Executive Committee from December 1992 through March 2007; Justice Committee from December of 1986 through December of 1988; Land Use and Development Committee from December 1988 through December 1990; Transportation Committee from December 1984 through December 1990; Property and Recreation Committee from July 1979 through December 1984 and December 1988 through December 1990; Health Committee from July 1979 through December 1982; and Rules Committee from December 1996 through December 1998. I could go through the years but I think that Member Segobiano has a much better understanding of all the things Member Bass was involved in because he is now the oldest living Member of the County Board. I am sure you have some things to say. Member Segobiano stated the following: it is rather difficult to put into a few words for someone you have known for almost 50 years. I have known him all of my life as Duffy and I thought at some point in time he should be referred to as Mr. Bass because that is exactly what he was, Mr. Bass. To go back in history we had recently had an appointment for a vacancy here and I think it was the right one and we will be making one for Mr. Bass's replacement and for a man who has given so much to this community, had to endure about three or four votes, and sat, as a very patient man, in the back of the old courthouse and endured the conversation and the bickering that went back and forth and we prevailed and Duffy was appointed to the Board. To this day I believe we made the right choice for the citizens of McLean County but going back and remembering Duffy more so as coach and community leader. For those of you know where O'Neil Park, we raised our kids at O'Neil Park. I can envision Duffy Bass being in right field and at home plate working with eight and nine year old kids. Then into high school and college and later with the County's program. One thing about Mr. Bass I think we need to realize our future lies in our youth and he always had time for kids. I will always remember Mr. Bass being in right field because one of those kids was my son who had the opportunity to play for Mr. Bass. When we have an opportunity to help a child, think back about what that child will benefit from the constructive help and instructions whatever they might

be. I think a good example is when the federal judge stood up at his funeral and recollected what Duffy had done for him. We will miss you our dear friend; I will miss you at O'Neil Park and I hope whomever we replace him with will bring the same attitude, community spirit, and humor he shared with us. Member Hoselton stated the following: I'm going down a different road. I met Duffy over 50 years ago when he was assistant coach at ISNU. Even in those early days of coaching and teaching Duffy was respected by all his players and the faculty. Duffy Bass's name came up more than once regarding how he could help young people out and he always answered that call. Through the years I would run into him but he always remembered me and everybody else. It always amazed me. When I was elected to this Board, Duffy called me, congratulated me, and said he'd see me at the Board meeting. At that very first meeting, Duffy led me to the chair next to him, where I am seated today and he quickly explained that I was to listen and not speak for two years. This lasted until the next meeting and I was told that I didn't follow instructions and that wasn't bad for a guy from Chenoa. I was appointed to his Transportation Committee and if I needed advice or information I could call him and he quickly became more than a helper. He became a good friend. One day prior to a meeting, Duffy and I were jabbing at each other about our home towns. He was from Toluca but I never held that against him and I asked him, what do they have besides two great restaurants and he looked at me as if I were brain-dead and said bocce ball. He then went into great detail about the game. Everybody had a court in their back yard, he told me. Whatever my reply was, it sure got his attention because we didn't talk about home town or bocce ball for a couple of weeks. Then at the next Board meeting, I had to go to a standup. Duff remained seated and as I returned he pulled my chair out and I started to sit down and he placed what he said was a bocce ball in my seat, which was very uncomfortable. I jumped up, he grabbed the ball, looked me square in the eye and said "bocce ball." I told him that those guys in Toluca had a unique way in which they served. We both laughed at that and it was the last game of bocce ball I ever played. Readers Digest had a section called "The Most Unforgettable Character I Ever Met." Duffy Bass is my nominee. We all, at some time in our lives, meet a person we just marvel at, one you wish you could be like but you know full well that you can't be and you never will. Duffy Bass was one of those people. He could just roll. He could meet the Pope and talk the Pope into something. Could it be his smile or that little bounce in his walk, his quick wit, or that look in his eye? Maybe it was the way he held his hands. I used to marvel at the meetings about the very pious way he held. How could he know when and how to say the right thing? He always said the right thing and he was a forgiving person - if he agreed with you, but disagreement by him was so subtle that you would find yourself agreeing with him. All in all he was a most unique person. He had an attitude about life, friends, and family that clearly defined him. That is why I will truly miss him.

PROPERTY COMMITTEE:

Member Bostic, Chairman, presented the following:

AN ORDINANCE AMENDING AN ORDINANCE ADOPTING AND ENACTING
RULES AND REGULATIONS PERTAINING TO THE PUBLIC USE OF ALL COUNTY
PARKS AND RECREATIONAL AREAS, AND PROVIDING FOR THE ENFORCEMENT
OF SAID ORDINANCE AND THE FIXING OF PENALTIES FOR ITS VIOLATION

AMENDING CHAPTER 35 OF THE McLEAN COUNTY CODE-PARKS

BE IT ORDAINED by the County Board of McLean County now in regular session that the
aforesaid Ordinance be and hereby is amended as follows:

Amend subsection 35.17-6 to read as follows:

35.-1 No person shall drive a vehicle within the boundaries of any County Park or Recreational
Area at a speed of which is greater than the applicable maximum speeds hereby established as
follows:

- (A) 20 MPH on the Bi-County Launch Road(1300 East Road) from its northern
termination point to 1/4 mile south of that point
- (B) 45 MPH on the Spillway Road(Evergreen Lake Road)
- (C) ~~15~~ 20 MPH on the "COMLARA Park" Main Entrance Road leading to F.R. Glasener
Beach(Recreation Area Drive)
- (D) 10 MPH on any campground area roads(Camper Lane)
- (E) 10 MPH on any parking lot or parking area.

Further: Recreation Area Drive, Camper Lane, and 1300 East Road from its northern
termination point to 1/4 mile south of that point shall be designated under 625 ILCS 5/11-
605.3 as "park zone streets".


Resulting directed fines under 625 ILCS 5/11-605.3 shall be placed in a designated fund for
park zone safety education; the purchase, installation, and maintenance of signs, roadway
painting, and caution lights mounted on park zone signs; and any other expense associated
with park zones and park zone streets.

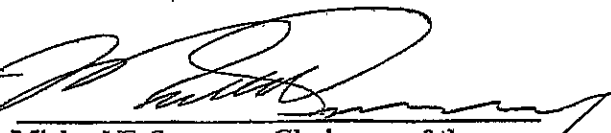
Notwithstanding the above, no vehicle may be driven upon any roadway or in any parking
area within a county park or recreational area at a speed which is greater than is reasonable
and proper with regard to traffic conditions, the use of the roadway or parking area, and the
safety of persons and property. The fact that a speed of a vehicle does not exceed the
applicable maximum speed limit does not relieve the driver from the duty to decrease speed
when approaching and going around a curve, when approaching a hill crest, when traveling
upon any narrow or winding roadway, or when any special hazard exists with respect to
pedestrians or other traffic, or by reason of weather or roadway conditions.

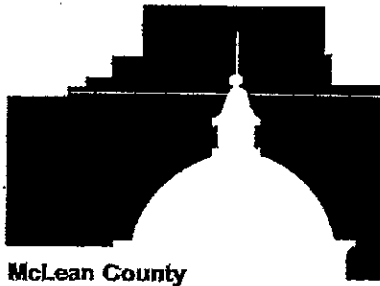
This amendment shall become effective and in full force upon adoption. Adopted by the County
Board of the County of McLean, Illinois, this 21st day of March, 2007.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the McLean County
Board of McLean County


Michael F. Sweeney, Chairman of the
McLean County Board



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 02/22/07

RE: Request for Designation of Park Roads as "Park Zone Streets"
Amendment to Ordinance ADOPTING AND ENACTING RULES AND
REGULATIONS PERTAINING TO THE PUBLIC USE OF ALL COUNTY PARKS AND
RECREATIONAL AREAS

The Illinois State Legislature recently enacted 625 ILCS 5/11-605.3 which allows for the enforcement of "Park Speed Zones" in or adjacent to public parks. This Statute allows the County to enforce a 20 MPH speed limit (or lower, if previously designated in current ordinance) under IVC if local governments

- a) by ordinance or resolution designate these interior park roads as "a park zone street"
- b) post appropriate signage
- c) children are present.

This Statute addresses the long standing issue that locally implemented speed limits under 30 MPH could only be written as ordinance violations, lacking both the penalties and court standing of Vehicle Code violations. The "Park Speed Zones" will also be enforceable at the time most important, when children are present, and in areas such as the Campground, play areas, etc. Over time, the ordinance should return the costs of signage and possibly allow us to obtain warning lights, etc.

Fines for violation of the "Park Speed Zone" would include an additional \$50 to be charged and returned to the Parks & Recreation Department, i.e. Park District i.e. (C) any municipality, county, forest district, school district, township or other unit of local government that operates a public recreation department for "safety purposes"(costs associated with park zone safety..... associated with park zones and park zone streets.) These additional fines should, over time, pay for the cost of new signage related to the speed zones and may assist with other safety related projects.

(625 ILCS 5/11-605.3)

Sec. 11-605.3. Special traffic protections while passing parks and recreation facilities and areas.

(a) As used in this Section:

(1) "Park district" means the following entities:

(A) any park district organized under the Park District Code;

(B) any park district organized under the Chicago Park District Act; and

(C) any municipality, county, forest district, school district, township, or other unit of local government that operates a public recreation department or public recreation facilities that has recreation facilities that are not on land owned by any park district listed in subparagraphs (A) and (B) of this subdivision (a) (1).

(2) "Park zone" means the recreation facilities and areas on any land owned or operated by a park district that are used for recreational purposes, including but not limited to: parks; playgrounds; swimming pools; hiking trails; bicycle paths; picnic areas; roads and streets; and parking lots.

(3) "Park zone street" means that portion of any street or intersection under the control of a local unit of government, adjacent to a park zone, where the local unit of government has, by ordinance or resolution, designated and approved the street or intersection as a park zone street. If, before the effective date of this amendatory Act of the 94th General Assembly, a street already had a posted speed limit lower than 20 miles per hour, then the lower limit may be used for that park zone street.

(4) "Safety purposes" means the costs associated with: park zone safety education; the purchase, installation, and maintenance of signs, roadway painting, and caution lights mounted on park zone signs; and any other expense associated with park zones and park zone streets.

(b) On any day when children are present and within 50 feet of motorized traffic, a person may not drive a motor vehicle at a speed in excess of 20 miles per hour or any lower posted speed while traveling on a park zone street that has been designated for the posted reduced speed.

(c) On any day when children are present and within 50 feet of motorized traffic, any driver traveling on a park zone street who fails to come to a complete stop at a stop sign or red light, including a driver who fails to come to a complete stop at a red light before turning right onto a park zone street, is in violation of this Section.

(d) This Section does not apply unless appropriate signs are posted upon park zone streets maintained by the Department or by the unit of local government in which the park zone is located. With regard to the special speed limit on park zone

streets, the signs must give proper due warning that a park zone is being approached and must indicate the maximum speed limit on the park zone street.

(e) A first violation of this Section is a petty offense with a minimum fine of \$250. A second or subsequent violation of this Section is a petty offense with a minimum fine of \$500.

(f) When a fine for a violation of this Section is imposed, the person who violates this Section shall be charged an additional \$50, to be paid to the park district for safety purposes.

(g) The Department shall, within 6 months of the effective date of this amendatory Act of the 94th General Assembly, design a set of standardized traffic signs for park zones and park zone streets, including but not limited to: "park zone", "park zone speed limit", and "warning: approaching a park zone". The design of these signs shall be made available to all units of local government or manufacturers at no charge, except for reproduction and postage.

(Source: P.A. 94-808, eff. 5-26-06.)

Members Bostic/Cavallini moved the County Board approve a Request for Approval of an Amendment to the Ordinance Adopting and Enacting Rules and Regulations pertaining to the Public use of all County Parks and Recreational Areas – to designate Park Roads as “Park Streets” – Parks and Recreation. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report is on 253-259.

JUSTICE COMMITTEE:

Member Renner, Chairman, stated the following: the Justice Committee has no Items for Action and the General Report is found on pages 260-268.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated he had nothing to present to the Board.


The McLean County Auditor presented the following and recommends it for payment:

MCLEAN COUNTY BOARD COMPOSITE

February 28, 2007

2007 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$324,272.49	\$324,272.49
Finance		\$593,019.75	\$593,019.75
Human Services		\$232,785.00	\$232,785.00
Justice	\$878.44	\$1,596,147.24	\$1,597,025.68
Land Use		\$35,534.17	\$35,534.17
Property		\$267,393.27	\$267,393.27
Transportation		\$453,650.22	\$453,650.22
Health Board		\$396,104.69	\$396,104.69
Disability Board		\$48,942.71	\$48,942.71
T. B. Board		\$22,259.27	\$22,259.27
Total	\$878.44	\$3,970,108.81	\$3,970,987.25



Michael F. Sweeney, Chairman
McLean County Board

Members Cavallini/Owens moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Owens/Hoselton for adjournment until April 17, 2007 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:50 a.m.


Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 20th day of March, 2007, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 12th day of April, 2007.


Peggy Ann Milton
McLean County Clerk