

ORDINANCE 23-03

CONCERNING THE USE OF CUMBERLAND COUNTY PUBLIC ROADS
FOR WIND/SOLAR FARMS

- A. An applicant, owner, or operator proposing to use any county, municipality, township, or village road(s) for the purpose of constructing, operating, maintaining, upgrading, decommissioning or other similar use for one of these proposed farms shall first comply with the following:
1. Provide and Identify to the Cumberland County Highway Department all such public roads within the county to be used
 2. Obtain any applicable weight and size permits from the appropriate governmental units having jurisdiction on the proposed route
 3. Enter into a detailed written road use agreement with all of the appropriate governmental units having jurisdiction of the roads on the proposed route and approved by the County Engineer in conjunction with the States Attorney's office.
 4. Obtain Performance bonds and Letters of Credit as financial assurance documents to guarantee the performance of the road use agreements. They are included in Attachment A, and Exhibits B and C to the Road Use Agreement. These documents will be approved by the County Engineer in conjunction with the States Attorney's office.

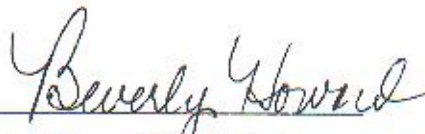
This ordinance will be effective upon passage.

Passed and adopted on this 14th day of February 2023.



Floyd Holkenbrink, Board Chairman

ATTEST:



Beverly Howard, County Clerk

STATE OF ILLINOIS COUNTY OF Cumberland
THIS INSTRUMENT WAS FILED FOR RECORD
15th DAY OF February 2023 9:02 AM DULY RECORDED

RECORDER

DEPUTY





DOCUMENT NUMBER: 2023R00177
State Imposed RHSP surcharge \$0.00

Cumberland County Road Use Agreement-

This agreement is made and entered into as (month, day, year) by and between Road Districts _____ (The Road District or Districts), the Cumberland County Highway Department (the County), and Municipalities, (individually each a "Road Authority") and "Project Name/Corporate Owner" (hereinafter referred to as "Project Name").

"Project name" is in the process of developing a "solar/wind" energy generating facility in Cumberland County and intends to use roads under the jurisdiction of the above road authorities during the construction and operation of the project as well as decommissioning at the project conclusion.

"Project Name" will submit a map to all the Road Authorities that have jurisdiction on the proposed route for their use and information.

By this agreement the Road Authorities and "Project Name" desire to address certain issues related to the roads on the map which "Project Name" and its respective agents, contractors, subcontractors, material suppliers, vendors, employees, and designees intend to use. "Project name" desires use of the roads to, among other things (a) transport heavy equipment and materials in vehicles which exceed the design limits of the roads, in particular the weight, number and size of construction vehicles exceed the design limits of these roads; (b) transport certain locally sourced materials, such as concrete and gravel; (c) make certain modifications and improvements which may include culverts, road shoulders and other related fixtures that may be temporary or permanent in nature in order to construct "Project Name" and install electrical collection, transmission and communications cabling and facilities.

"Project Name" shall at their expense provide the Road Authorities a Transportation Impact Analysis prepared by an independent civil engineer licensed in the State of Illinois who regularly practices and has experience in highway construction and design standards in rural and central Illinois. This engineer must be mutually agreed upon between the County Engineer and authorities of "Project Name". The Transportation Impact Analysis shall contain the following:

(a)- a list and map identifying the roads, bridges, box culverts and metal culverts to be used during the project. All such bridges and box culverts shall be inspected in accordance with the National Bridge Inspection Standards and a load rating of all load carrying components of any such bridge or box culvert shall be completed. A copy of this inspection report and the load ratings shall be included with the Transportation Impact Analysis. The inspection report shall set forth recommendations as to actions, if any, to be taken in advance of the "project" construction to assure that the bridges, box culverts and metal culverts can withstand the volume and weight of the "project" vehicles. If the inspection report concludes that any of them are structurally insufficient to handle the anticipated loadings, they shall be

upgraded to sufficiently handle these loads at the expense of "Project Name" if they decide to continue to utilize that route for the project. If the inspection report indicates repairs are necessary to accommodate the project, then the report will include the estimates of the cost for the repairs or replacements. The affected Road Authority and "Project Name" shall mutually agree on the upgrades before they are started and/or completed.

(b) Information about the number, weights and sizes of the loads estimated on the route

(c) The planned schedule and other relevant information concerning construction vehicles, equipment and project activities related to the road use.

(d) If the project is a wind energy project, a detailed map shall be prepared by a civil engineer firm similar to the one named above (if not the same one) indicating the proposed locations, proposed access road locations, construction laydown yards, any intersection improvements that would need to be made to accommodate the loads and any other relevant information deemed needed by the Road Authorities and engineering firm to ensure the safety and transportation of the public and construction crews. The intersection improvements may be permanent or temporary in nature as per mutual agreement between the Road Authorities and "Project Name". Each wind project could vary greatly depending on the size of the turbines, so the required "relevant" information required mentioned above may also vary between projects.

(e) Provide a detailed listing of the proposed preconstruction improvements to be considered for approval by the road authorities. Must contain at minimum those mentioned in (a) above, but may include additional improvements. If no improvements are planned, the statement should indicate such.

Before construction on the project can begin the Road Authorities and "Project Name" must agree the Transportation Impact Analysis is accurate. If any or all of the road districts desire examination of the Transportation Impact Analysis by an outside engineering firm to confirm accuracy, the cost shall be paid by "Project Name". The cost shall be reasonable and customary. If agreed accurate, then the Road Authorities must approve it in a reasonable amount of time.

After the Transportation Impact Analysis has been agreed upon, the preconstruction road improvements, if any shall be completed as outlined above to the satisfaction of all the Road Authorities. At that time after the improvements have been made, the proposed route shall be video-taped and photos taken where necessary to establish signage, drainage and any other areas of special interest. In addition, any other route nearby that could get used by "Project Name" either by accident or just another way to the project off of state owned routes shall also be video-taped and photographed in like manner as a reference point as to the beginning road condition. A copy of the videos and photos shall be delivered to the office of the Cumberland County Engineer and shall be taken within 30 days of the start of the road use for the project. After the repairs and the videos/photos have been recorded and delivered to the County Engineer within the specified time frame, then the roads can begin to be used for the solar/wind project adhering to the following 25 specific items for road use:

Specific items for Road Use-

1. At least 30 days prior to the road use, "Project Name" shall provide written confirmation to the Road Authorities that they have met with the local school authorities and have come to an agreement with them to ensure that their operations will not impede the school bus routes and ensure that a plan is in place to accommodate the school buses to ensure timely delivery of the local children to and from school. The same confirmation rule shall apply to USPS mail delivery.
2. "Project Name" shall provide the Road Authorities the current name, address, regular and emergency contact information for the on-site supervision representative(s) for communication purposes for all aspects of the project and this agreement. This information shall be updated as necessary if a change in the on-site supervision is made.
3. Likewise, project traffic shall be scheduled to reasonably minimize the adverse effects on the motoring public and local truck transport. In the event of traffic conflicts, priority shall be given to emergency response vehicles, funeral processions and like traffic. The roads shall be maintained and remain in a passable condition at all times for regular passenger cars.
4. "Project Name" and its parties shall not use the roads or road right of way as storage, staging or parking areas for vehicles and equipment
5. "Project Name" shall employ dust control measures where necessary or where dust complaints are received to limit hazards and inconvenience of dust associated with the project. Only liquid calcium chloride (28 to 32%), water, or a material approved by the Road Authorities shall be used for dust control on these roads.
6. Any items damaged by "Project Name" shall be satisfactorily repaired at their expense in a timely manner or risk having the project suspended until such satisfactory repairs are made.
7. Roads shall only be closed when approval is given by the appropriate Road Authority and their specific protocol for the closure is followed. Road and intersection closures permitted by the Road Authority shall be marked and signed in accordance with the Manual on Uniform Traffic Control Devices and any other applicable requirements set forth in State statute as well as County/Township/Municipality ordinance.
8. "Project Name" shall obtain and erect post mounted traffic signs advising "No Project Name Traffic" to the routes video-taped that were not outlined as the designated project route. All such signage shall comply with the Manual on Uniform Traffic Control Devices.
9. In the event that "Project Name" moves a traffic control device to accommodate its traffic, such device shall be replaced when necessary or directed by the Road Authority. The device shall be replaced in accordance with the Manual on Uniform Traffic Control Devices at the expense of "Project Name".
10. In accordance with Section 9-104 of the Illinois Highway Code, all section markers and monuments shall be properly preserved.
11. In accordance with permits issued by state authorities and as otherwise required by the Illinois Vehicle Code oversize/overweight vehicles shall display the required emblems and provide escort vehicles, related signage and lighting. Also Included in this section are the necessary environmental permits. All environmental laws shall be strictly adhered to.
12. All construction/decommissioning traffic related to the project shall use exclusively the routes designated on the submitted map and Transportation Impact Analysis. In the event this provision is violated by anyone employed in anyway by "Project Name" including empty return trips the appropriate Road Authority may impose a fine of \$2500.00 per occurrence and shall

pay the fine within 30 days of issuance. In addition, if the unauthorized road use caused damage to that road, then "Project Name" shall be obligated to repair the road to the satisfaction of the Road Authority. If 5 fines are issued for the same road during this agreement, the Transportation Analysis shall be redone to include this "new" road and the work shall immediately stop until the new analysis is complete and approved by the Road Authorities. At decommissioning time, the fines stated above shall be 4 times the above amount.

13. At all times during construction, road repair work, operating phase or decommissioning phase "Project Name" shall keep the roads designated on the submitted map free and clear of construction related mud, dirt, debris, garbage or such related hazards. If requested (either verbally or in writing) by the appropriate Road Authority, "Project Name" shall satisfactorily remove any hazards or make necessary repairs to/from the road by dusk the same day the request is made, or within 2 hours if near dusk or during the nighttime. The Road Authority must agree that the hazard has been mitigated within the time frame or risk being subject to a fine as set herein within this agreement for each non-compliance as stated in (12) above.
14. "Project Name" shall reimburse each Road Authority for all reasonable costs of administering this agreement. Examples of such costs are, but not limited to oversight and management of the construction process, engineering fees, attorney fees, and all claims, judgements against the Road Authorities as a direct result of the project. Payment shall be within 30 days of the billing date similar to payment in item 16 below.
15. All materials used on Road Authority roads with this agreement shall be state inspected and approved. If requested by the Road Authority "Project Name" shall within 10 days of the request provide copies of the invoices for the materials to them to confirm that state inspected and approved materials are being used. Furthermore, work performed on seal coat, hot mix or concrete roads for this agreement shall be done by companies pre-qualified by IDOT to perform such work.
16. If "Project Name" negotiates with a Road Authority and the Road Authority agrees to do the work for this agreement, then "Project Name" shall reimburse the Road Authority for the work in accordance with the Motor Fuel Tax Equipment Rates in effect at that time for the particular Road Authority. Payment shall be made within thirty days from the date the bill is mailed, faxed or emailed. If hard copied mailed, an effort will be made to ensure prompt delivery and proper documentation of the date delivered to the United States Postal Service.
17. If a road failure occurs even though it was not anticipated in the Transportation Impact Analysis, it shall still be the responsibility of "Project Name" to make the necessary repairs approved by the Road Authority. These repairs will be at the sole expense of "Project Name". Depending on the severity of the repair, the Road Authority may deem it necessary to have this failure examined by the same engineering firm that did the Transportation Impact Analysis. If so, the Road Authority and "Project Name" agree to have the repairs performed according the recommendations set forth by the engineering firm.
18. During the operating phase of the project, the Road Authorities still intend to program and perform normal maintenance to the Road Use Roads, the same as they would any of their other roads. Every effort will be made to accommodate "Project Name" operating traffic, but the roads may need to be temporarily closed to perform the required maintenance. If other than routine maintenance is necessary on the roads covered by this agreement during the operating phase of this agreement, then the Road Authorities may request the engineering firm from the

Transportation Analysis to review the failure and determine the cause. If the failure is determined as "Project Name" related, they shall be expected to make the repairs as in note 16 or 17 above. If the failure is determined to be not project related, then the Road Authority shall do the repair at their own expense.

19. At the conclusion of the construction phase and the decommissioning phase, all the roads used by "Project Name" shall be returned at their expense to the same or better condition as at the beginning of the project after the repairs had been made according to the inspection report from the Transportation Impact Analysis. They shall have the same or better surface treatment as before the initial inspection report. The routes shall be video-taped as before after the construction phase and a copy of the video-tapes delivered to the County Engineer as proof for future reference.
20. At this point, at the conclusion of the construction phase or decommissioning phase whichever is appropriate for the type of project constructed, the Road Authority shall decide whether or not to allow the upgrades to remain in place. Any upgrade not deemed acceptable at that time to the appropriate Road Authority shall be removed and disposed of at "Project Name" expense. An example of this might be returning an intersection back down to its original size. The Road Authority shall have the option of keeping the temporary road materials that were removed from the upgrade for their possible salvage use. Likewise, the Road Authority may prefer the materials are disposed of at "Project Name" expense.
21. For clarity of this agreement, any work performed by the engineering firm during the term of this road use agreement shall be paid for by "Project Name" in timely fashion just like item 14 above.
22. "Project name" shall at the end of the decommissioning phase send the Road Authorities written notice that they have concluded the use of the designated routes and request a relief of responsibility from this agreement.
23. At this point after receiving the request for relief of responsibility, the Road Authorities shall send "Project Name" a written letter either concurring the roads are in acceptable condition and their responsibility is released or that they need additional repairs to release their responsibility.
24. If a disagreement occurs between the Road Authorities and "Project Name" during this agreement and the issue comes to an impasse, then either party in this agreement may petition the county judge to make a determination to settle the disagreement. His decision shall be final and binding to both and/or all parties.
25. "Company Title" shall indemnify and hold harmless Cumberland County and its officers, elected officials, appointed officials, agents, and employees from and against any and all liability, damages and expenses of any kind, including and without limitations, reasonable attorney's fees, arising out of the acts or omissions of "Company Title", its directors, officers, elected officials, appointed officials, members, agents, or employees, and/or sub-contractors including but not limited those performing services pursuant to this agreement.
26. Complete Attachment A, and Exhibits B, and C for financial assurance of this agreement.

Road Authorities of Cumberland County-

_____, Cumberland County Highway Department

County Engineer

_____, Township Road District

Road Commissioner

_____, Township Road District

Road Commissioner

_____, Township Road District

Road Commissioner

_____, Township Road District

Road Commissioner

Company and County Representatives-

_____, "Project Name Representative"

Company Title

_____, Floyd Holkenbrink

Cumberland County Board Chairman

Dated this day of _____

Attachment A- to Road Use Agreement

Liability Insurance and Performance Guarantee (Letter of Credit) for Road Use Agreements-

Insurance- "Project Name" shall furnish the Road Authorities with evidence of liability insurance in the amount of at least Five Million Dollars (\$5,000,000.00) per occurrence, covering the construction and operation activities of "Project Name" and the road repair work contemplated in the Road Use Agreement. The insurance shall be written by a company rated by Standard & Poor's rating group as B+ or better. The certificate of insurance shall be provided to all the appropriate Road Authorities before the commencement of any work by "Project Name" or "Project Name's parties. The insurance policy shall provide for a thirty (30) day "prior notice of termination" provision in favor of the Road Authorities. Should "Project Name" allow the liability insurance to terminate prior to the completion of the decommissioning, the Road Authorities shall have recourse against the Letter of Credit for funds sufficient to cause the liability insurance to be reinstated until the completion of the work. The Road Authorities shall be named as additional insured on the policy.

Letter of Credit-

(A) "Project Name" shall provide to the Road Authorities two irrevocable Letters of Credit (each a "Letter of Credit", one being the "Demand Letter" and the other being the "Performance Guarantee"), issued by a sound financial institution located in the United States of America substantially in the form attached as an Exhibit to this Agreement. The Parties acknowledge that the exact terms of the Letter of Credit may be subject to terms requested by the financial institution issuing the Letter of Credit.

(B) The purpose of the Demand Letter is to provide a readily available source of funds that the Road Authorities can use for emergency repairs, if after notice and reasonable opportunity to cure, "Project Name" fails to make the repair (as under the processes contained herein), during the construction and operations term of this Agreement. The Demand Letter shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

(C) The Performance Guarantee shall provide security to each Road Authority for Project construction and the Road Work (or payment of the Road Work Payment, as applicable). The Performance Guarantee shall be in the amount of 125% of the cost of the estimated post construction Road Work as determined in the Transportation Impact Analysis and approved by the Road Authorities.

At twelve (12) month intervals from the date the Performance Guarantee is initially provided by "Project Name" to the Road Authorities, and until completion of the project, "Project Name", subject to approval by the Road Authorities, will reassess the estimated cost of the Road Work, and the Performance Guarantee shall be adjusted to reflect the periodically revised estimate. Once the estimate reaches 35% or less of its original value, the Performance Guarantee should remain at the 35% figure until the project is closed out after decommissioning.

(D) A reduction in the Letter of Credit shall not amount to acceptance by each Road Authority of improvements or repairs to Local Roads by "Project Name".

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

(F) Each Road Authority shall not draw on the Letter of Credit until fourteen (14) calendar days after the receipt by "Project Name" of a written notice specifying a default hereunder by "Project Name". If "Project Name" has not done one of the following within fifteen (15) days of receipt of such written notice: cured such failure, diligently pursued action to remedy the failure, or initiated dispute resolution, the Road Authorities shall be entitled to make a claim against such Letter of Credit.

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

(1) providing payment for any of "Project Name"s obligations under this Agreement which remain unpaid for thirty (30) calendar days after such obligations have been incurred and documented, which obligations shall include without limitation, modification, repairs and improvement of the Local Roads;

(2) keeping the liability insurance policy required in force and effect;

(3) in the event any Road Authority is served with a notice pursuant to the Illinois Mechanics' Lien Act from any of "Project Name"s contractors, subcontractors, material suppliers, engineers or others (a "Lien Claimant") that "Project Name" has not paid for work performed in connection with this Agreement and "Project Name" has not provided a bond with respect to such Lien Claimant, payment may be made to such Lien Claimant; in such circumstance, the payment may be made through a title insurer or escrowee after a review of lien waivers and other documents for the purpose of insuring against claims by a Lien Claimant; and further provided that this right in each Road Authority shall not be construed as granting to any Lien Claimant any right as a third party beneficiary or otherwise to the proceeds of the Letter of Credit;

(4) reimbursement for emergency actions by the Road Authorities to respond to an incident related to construction of the Project to protect public health and safety; or

(5) reimbursement for such other actions or costs incurred (erection of traffic control signs, payment for outside consultants and advisors, *et cetera*.) as are provided for under this Agreement.

The Letter of Credit is attached as Exhibit B and the Draw Request is attached as Exhibit C

EXHIBIT B

LETTER OF CREDIT FORM

IRREVOCABLE STANDBY LETTER OF CREDIT

DATE: _____, 20

BENEFICIARIES: ROAD <<INSERT NAME>> Authority
<<INSERT NAME>>

ADDRESS:

Attn: _____

Telephone Number: _____

Facsimile Number: _____

APPLICANT: (PROJECT NAME)

ADDRESS:

Attention: _____

Facsimile Number: _____

WE, _____ ("LETTER OF CREDIT ISSUER"), ISSUE THIS IRREVOCABLE

STANDBY LETTER OF CREDIT NUMBER _____

("LETTER OF CREDIT") IN

FAVOR OF <<INSERT NAME>> ROAD AUTHORITY(S) _____

(EACH A "BENEFICIARY") FOR THE OF (PROJECT NAME) ("APPLICANT"), FOR AN AMOUNT OF USD
\$

(UNITED STATES DOLLARS). WE UNDERSTAND

THIS LETTER OF CREDIT IS ISSUED RELATIVE TO THE OBLIGATIONS OF THE

APPLICANT UNDER THE ROAD AUTHORITIES AGREEMENT DATED

of

20__ (THE "ROADS AGREEMENT") AVAILABLE BY PAYMENT

WHEN ACCOMPANIED BY A DRAW REQUEST SUBSTANTIALLY IN THE FORM OF

ATTACHMENT C HERETO, DATED AND PURPORTEDLY SIGNED BY AN

AUTHORIZED REPRESENTATIVE OF ONE OR BOTH BENEFICIARIES (SIGNED AS

SUCH). EACH DRAW REQUEST AND ALL COMMUNICATIONS WITH RESPECT TO

THIS LETTER OF CREDIT SHALL BE IN WRITING AND BE DELIVERED IN PERSON OR BY CERTIFIED MAIL
OR BY OVERNIGHT DELIVERY SERVICE (E.G. FEDERAL EXPRESS).

THIS LETTER OF CREDIT EXPIRES ON

2xxx

("EXPIRATION DATE") AT

SPECIAL CONDITIONS:

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED, AND THE AMOUNT OF THIS LETTER OF
CREDIT WILL BE REDUCED BY THE AMOUNT OF EACH DRAWING HONORED BY US.

ALL ISSUING BANK CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.

THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED

WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND

THE ISSUER; PROVIDED, HOWEVER, THE AMOUNT AVAILABLE FOR

DRAWING UNDER THIS LETTER OF CREDIT MAY BE REDUCED OR INCREASED AUTOMATICALLY,
WITHOUT AMENDMENT, FROM TIME TO

TIME UPON OUR RECEIPT OF REDUCTION OR INCREASE CERTIFICATE STATING THE AMOUNT OF
REDUCTION OR INCREASE AND AVAILABLE AMOUNT AFTER SUCH REDUCTION OR INCREASE,
EXECUTED AND PURPORTEDLY SIGNED BY BOTH APPLICANT AND BENEFICIARY.

IF A COMPLYING PRESENTATION IS MADE PRIOR TO 12:00 P.M. (C.ST.) ON A

BUSINESS DAY THEN ISSUER SHALL, PRIOR TO CLOSE OF BUSINESS ON THE SECOND FOLLOWING BUSINESS DAY, MAKE PAYMENT IN IMMEDIATELY

AVAILABLE FUNDS BY WIRE TRANSFER TO SUCH ACCOUNT AS MAY BE DESIGNATED BY A BENEFICIARY IN THE APPLICABLE DRAW REQUEST. IF A

COMPLYING PRESENTATION IS MADE AT OR AFTER 12:00 P.M. (C.S.T.) ON A

BUSINESS DAY, THEN ISSUER SHALL, PRIOR TO CLOSE OF BUSINESS ON THE THIRD FOLLOWING BUSINESS DAY, MAKE PAYMENT IN IMMEDIATELY

AVAILABLE FUNDS BY WIRE TRANSFER TO SUCH ACCOUNT AS MAY BE

DESIGNATED BY A BENEFICIARY IN THE APPLICABLE DRAW REQUEST. BUSINESS DAY AS STATED IN THIS LETTER OF CREDIT MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR BANK HOLIDAY IN THE STATE OF ILLINOIS.

IN THE EVENT THAT A DRAW REQUEST FAILS TO COMPLY WITH THE TERMS OF THIS LETTER OF CREDIT, WE SHALL, NOT LATER THAN THE NEXT

BUSINESS DAY, NOTIFY THE BENEFICIARIES IN WRITING, SPECIFYING WITH

PARTICULARITY THE REASONS THEREFORE. SUCH NOTICE SHALL BE DELIVERED

IN PERSON OR SENT BY OVERNIGHT DELIVERY OR SENT BY FACSIMILE

TRANSMISSION TO THE BENEFICIARIES AND TO ^{**INSERT}NAME, ADDRESS, AND FAX NUMBER OF ROAD AUTHORITIES ATTORNEY HERE") (FACSIMILE). UPON BEING NOTIFIED THAT A DRAW REQUEST WAS NOT EFFECTED IN COMPLIANCE WITH THIS LETTER OF CREDIT, A BENEFICIARY MAY ATTEMPT TO CORRECT SUCH NONCOMPLYING DRAW REQUEST IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT.

WE HEREBY AGREE WITH YOU THAT DOCUMENTS PRESENTED UNDER

AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED ON PRESENTATION IF PRESENTED ON OR BEFORE THE EXPIRATION DATE OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, AND, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 2007 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 (THE "UCP600") AND AS TO MATTERS NOT ADDRESSED BY UCP600 SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE TO THE LAWS OF THE STATE OF ILLINOIS. WE

IRREVOCABLY AGREE WITH YOU THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS LETTER OF CREDIT SHALL BE BROUGHT IN THE CIRCUIT COURT FOR THE FIFTH JUDICIAL CIRCUIT, CUMBERLAND COUNTY, ILLINOIS.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF

CREDIT TO <BANK NAME AND ADDRESS> ATTN: TEL. OR _____

_____, TEL. INCLUDING THE LETTER OF CREDIT
NUMBER MENTIONED ABOVE.

THE LETTER OF CREDIT ISSUER

AUTHORIZED SIGNATURE

Exhibit C

DRAW REQUEST <BANK

~~ATTN:~~ <NAME>, <TITLE>
<ADDRESS>

NAME> <CITY>, AL <ZIP>

Copy to:

on behalf of (PROJECT NAME) Address

City, State Zip Code

Ladies and Gentlemen:

The undersigned _____ (the "Beneficiary"), being either the County Engineer of the County of Cumberland or the <<INSERT NAME>> Road District Road Commissioner (the "Road District Road Commissioner"), hereby requests a draw in the amount of \$(this "Draw") against the Irrevocable Letter of Credit dated

<MONTH DATE>, 2XXX (the "Letter of Credit"), issued by <BANK NAME> in favor of the County and/or the Road District Road Commissioner. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

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

- A) This Draw is authorized by the Roads Agreement between the County and/or the Road District Road Commissioner and (PROJECT NAME) dated Month day, 2XXX (the "Roads Agreement").
- B) This Draw is being made in accordance with and as permitted by the Roads Agreement.
- C) The Beneficiary has determined that there has been a default under the Roads Agreement and that by reason thereof the Beneficiary is entitled to the amount demanded.
- D) The Beneficiary has given written notice of such default to (PROJECT NAME) in accordance with the terms of the Roads Agreement and (PROJECT NAME) has failed to cure the default within ten (10) days after the mailing of the written notice and is not actively pursuing a cure which would be acceptable to the County and/or the Road District Road Commissioner.
- E) This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.

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

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this day of _____
_____ 2XXX.

<<INSERT NAME>>County of Cumberland, as Beneficiary By:

Name: Title: _____

[IN THE ALTERNATIVE

<<INSERT NAME>>Road District Road Commissioner By:

Name: