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March 2, 2026

Village of Poplar Grove
Attn: Village President Kristi Richardson
200 N Hill Street
Poplar Grove, IL 61065
KRichardson@villageofpoplargo.com

**RE: Westergren Subdivision – Development Agreement
Developer: Contry Homes Group/New Leaf Homes
Agreement to Provide Legal Services (Municipal)**

Dear Village President Richardson:

This letter sets forth the terms of the retention agreement between the Village of Poplar Grove (“Village”) and the law firm of Barrick, Switzer, Long, Balsley & Van Evera, LLP. Pursuant to the terms set forth herein, Barrick, Switzer, Long, Balsley & Van Evera, LLP agrees to represent the Village with respect to the above-referenced matter.

As requested at the conclusion of this letter, for our records please sign and return a fully executed copy of this letter to my attention.

1. Legal Services to be Provided. Barrick, Switzer, Long, Balsley & Van Evera, LLP will perform all necessary research, investigation, review and analysis, correspondence, drafting of legal documents, any other appropriate tasks, and all other professional services necessary to represent the Village.
2. Retainer Payment. Barrick, Switzer, Long, Balsley & Van Evera, LLP will not require an advanced payment retainer for this matter.
3. Legal Fees. Barrick, Switzer, Long, Balsley & Van Evera, LLP cannot predict or guarantee what the total cost will be for legal services. This will depend on the amount of time spent and the amount of expenses, which at times will be determined in part by the general status of the Development Agreement and subdivision project.
 - A. Hourly Rates. Darron M. Burke will be the attorney at Barrick, Switzer, Long, Balsley & Van Evera, LLP primarily in charge of this matter; other attorneys may, however, assist Mr. Burke throughout the course of representation. Where it is necessary for our attorneys to communicate with one another, we will bill a reasonable amount of time for such services. We will use our best efforts to perform all services as expeditiously as possible, to avoid unnecessary duplication of effort, and to limit the cost for legal services. Below is a list of our current hourly rates for legal services as charged for the

attorneys in our firm who may be involved in these matters. These rates may be revised from time to time by Barrick, Switzer, Long, Balsley & Van Evera, LLP. You will be informed of any increase.

<u>Attorney</u>	<u>Rate Per Hour</u>
Darron M. Burke	\$185.00
Partners	\$185.00
Associates	\$185.00

- B. Billing for Legal Services. The Village will be billed at the hourly rates set forth above (or as subsequently adjusted) for all services rendered. This includes telephone calls, drafting and reviewing documents and correspondence, travel time to and from meetings, legal research, negotiations, and any other services relating to this matter.
4. Costs and Expenses. In addition to legal fees, the Village will be billed for the costs and expenses if and when they may be incurred including but not limited to the following: computer research charges (if necessary and cost effective), fees for experts, accountants, and/or appraisers (if any are required and authorized), and any other necessary expenses in this matter. We will advance most of the out-of-pocket expenses.
 5. Bills. Barrick, Switzer, Long, Balsley & Van Evera, LLP will send to the Village detailed itemized bills on a monthly basis. We ask that the Village please review the bills carefully and to call me with any questions or concerns the Village may have.
 6. Village Responsibility. By executing this Agreement, the Village agrees to cooperate fully with Barrick, Switzer, Long, Balsley & Van Evera, LLP and to provide complete and accurate information relevant to the issues involved.
 7. No Guarantee. Barrick, Switzer, Long, Balsley & Van Evera, LLP agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions that are just and reasonable. Of course, because of the uncertainty of legal matters, the interpretation of any changes in the law, the facts of each particular situation, and other factors that may arise, Barrick, Switzer, Long, Balsley & Van Evera, LLP cannot and does not warrant, predict, or guarantee the results or final outcome of this matter.

We look forward to working with and for the Village on this matter. Please do not hesitate to call me at any time with any questions or concerns.

For our records, please sign the acknowledgement that follows and return the signed agreement to me.

Very truly yours,



DARRON M. BURKE
dburke@bslbv.com

On behalf of the VILLAGE OF POPLAR GROVE, I acknowledge that I have read all the terms of this Agreement to Provide Legal Services. By signing hereunder on behalf of the Village, I acknowledge that the Village agrees to be liable for all fees, costs, and expenses invoiced pursuant to the terms above. The Village understands the obligations under this Agreement and accepts the terms of this Agreement.

THE VILLAGE OF POPLAR GROVE

BY: _____

ITS: _____

DATE: _____