



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

200 Hill Street, Poplar Grove, IL 61065 Phone: (815) 765-3201 – Fax: (815) 765-3571 www.villageofpoplargo.com

PROFESSIONAL SERVICES FEE AGREEMENT

Date: 12/5/2022

PRIMARY CONTACT (for Escrow): Name of Contact: Bridget Callahan, Summit Ridge Energy

Address: 1000 Wilson Boulevard, Suite 2400; Arlington, VA 22209

Telephone Number: 317-443-2905 Facsimile Number: N/A

E-mail: [REDACTED]

OWNER: Name of Property Owner: DYN 173, LLC c/o First Midwest Group Owner's

Address: 6801 Spring Creek Road; Rockford, IL 61114 Telephone

Number: 815-229-3000 Facsimile Number: N/A

E-mail: marvin@firstmidwestgroup.com

PETITIONER: Name of Petitioner: Poplar Grove, LLC (c/o Summit Ridge Energy)

Petitioner's Address: 1000 Wilson Boulevard, Suite 2400; Arlington, VA 22209

Telephone Number: 317-443-2905 Facsimile Number:

E-mail: [REDACTED]

LOCATION OF PROPERTY (General Location, attach more pages if necessary):

Approx. 4324 IL Route 173; Poplar Grove, IL 61065

approx 36.5
Total Acreage: approx 36.5 PIN(S): 03-14-300-002

LEGAL DESCRIPTION: (attach as an Exhibit)

DESCRIPTION OF PROJECT OR APPROVAL SOUGHT (attach more pages if necessary):

RECEIVED
DEC 22 2022

BY:

The undersigned(s) do hereby agree to pay for all professional services fees and costs incurred by the Village in connection with the above-described project or approval sought. The undersigned(s) agree that such payment shall be made in accordance with the provisions of Title 11 of the Village of Poplar Grove Code of Ordinances, a copy of which is attached hereto and incorporated herein, and that the undersigned(s) agree to comply with all applicable provisions of said Title 11.

WITHDRAWALS OR DENIALS OF PETITION OR APPLICATION: In the event the undersigned(s) withdraws their petition or application, the undersigned(s) may apply in writing to the Village for a refund of the escrow account balance. The Village Administrator may, in his/her sole discretion, approve the refund less any actual fees and expenses which the Village has already incurred associated with the project or request. In the event the petition or application is denied by the Village, the undersigned(s) shall remain liable for all Professional Services Fee and costs which the Village has incurred, and no refund of the escrow account balance shall occur until all such Professional Services Fee and costs have been paid. Should the escrow account fund balance be insufficient to cover all of the Professional Services Fee and costs, the undersigned(s) shall remain liable to pay for any remaining balance of Professional Services Fee and costs.

DEFAULT: Upon the failure of the undersigned(s) to pay for Professional Services Fee incurred by the Village associated with the project or request in accordance with Title 11 of the Village of Poplar Grove Code of Ordinances and the provisions of this Agreement, the undersigned(s) shall be deemed to be in Default of this Agreement and the Village shall have any and all remedies available to it in equity or at law to obtain payment of the unpaid Professional Services Fee and costs. Further, the Village shall have the right to refrain from taking any further action whatsoever with regards to the project or request and that the same shall remain in abeyance until the escrow is in good standing. The undersigned(s) further agree to extensions of any statutory timelines that may be necessary until such time as the escrow account has been replenished in accordance with said Title 11, and upon such happening, the Village agrees to proceed promptly and with due diligence thereafter. The undersigned(s) agree that the Village may withhold any other action, legislative or ministerial, which may include the issuance of permits, licenses, approval and/or execution of any development agreements, economic development agreements, economic incentive agreements, or recording of plats, approval of zoning actions, code amendments, contracts, or any other Village action for, on or upon the subject property, until the Default is cured. Upon any Default, interest in the amount of one percent (1%) per month shall accrue on all sums outstanding for thirty (30) days or more, plus any legal expenses and five percent (5%) of the outstanding amount due in order to cover administration expenses. The Village shall have the right, but not the obligation, in its sole discretion, to pursue any remedy it may have at law or in equity in the event of Default, including, but not limited to, pursuing collection via the State of Illinois Local Debt Recovery Program and/or electing to place a lien against any real property associated with the undersigned(s)'s project or request, for the amount of expenses, including administrative costs and reasonable attorney fees, that have been outstanding for thirty (30) days or more.

REMEDIES: The remedies available to the Village as set forth herein are non-exclusive and nothing herein shall be construed to limit or waive the Village's right to proceed against any or all parties in a court of law or equity in competent jurisdiction.

PLANNING, ZONING, DEVELOPMENT FEES (Petition or Application Fees): The undersigned(s) agrees that the payment of Professional Services Fee in accordance with this Agreement and Title 11 of the Village of Poplar Grove Code of Ordinance shall be in addition to any other customary Village fees which may be applicable to the project or request.

TERMINATION OF PETITION OR APPLICATION: In the event the undersigned(s) fails to replenish the escrow account within thirty (30) days of a request by the Village to do so, the undersigned(s) agree that the Village, shall the right, in its sole discretion, to terminate and render null and void the pending application/petition for the project or request, upon providing written notice of the same to the undersigned.

COOPERATION AND REPRESENTATION OF VILLAGE: The undersigned(s) agree that they shall fully cooperate with the Village, its officials, staff and Professional Consultants with respect to the proposed project or request. The undersigned(s) acknowledge that the Village's Professional Consultants solely represent the Village and the Village's interest and do not represent the undersigned in any manner.

SEVERABILITY: If any provision of this Agreement or its application to any person, entity or property is held to be invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms or conditions and provisions of the Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable. By signing this Agreement, the undersigned(s) acknowledge that they have read the foregoing paragraphs and fully understand and agree to comply with the terms set forth herein. Further, by signing below, each signatory warrants that he/she/it possesses full authority to so sign. The undersigned(s) agree that that they shall be jointly and severally liable for payment of fees referred to in this Agreement and Title 11 of the Village of Poplar Grove Code of Ordinances.

Village of Poplar Grove, Illinois

Raja Soi 12/06/2022
Applicant/Petitioner Date

Village Administrator Date

Raja Soi
Print Name

ATTEST:

Owner (if different than above) Date

Print Name

Village Clerk Date

Additional Page(s) for: Location of Property
Legal Description
Description of Project or Approval Sought

Attached:

Schedule of Deposit Fees

Village of Poplar Grove Municipal Code of Ordinances Title 11