



September 7, 2025

Ms. Ruth Woolery
Shelby County State's Attorney
301 E. Main Street
Shelbyville, IL 62565

VIA EMAIL ONLY:
statesattorney@shelbycounty-il.gov

RE: Representation of Shelby County: Wind and Solar Development Road Agreements

Dear Ms. Woolery:

Our firm is pleased to have the opportunity to serve Shelby County with regard to the potential development of wind and solar projects within Shelby County. We understand Shelby County would like our firm to assist with the preparation, negotiation, review, and revision of road use agreements for wind and solar farm projects at the request of the County Engineer or other appropriate County officials. Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which Klein, Thorpe & Jenkins, Ltd. ("KTJ") will be providing legal services. Accordingly, the purpose of this letter, and the enclosed Terms of Engagement, are to clarify and confirm these terms and conditions. We look forward to working with you and will do our best to provide the highest quality legal services in a responsive and efficient manner.

I will be the attorney primarily responsible for this representation, with the assistance of other attorneys or legal assistants as appropriate from time to time. When questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me. It is important that you are satisfied with our services and responsiveness at all times.

We will provide legal counsel and assistance to you in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries. To enable us to effectively render these services, you agree to cooperate fully with us, to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request, and to keep us apprised of relevant developments. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result.

Our fees will be based on the amount of time spent by attorneys and our assistants on this matter. Each attorney and assistant has an hourly billing rate based generally on his or her experience and any special expertise. The rate, multiplied by the time spent on your behalf, measured in tenths of an hour, will be evaluated by me as the billing attorney as the basis for determining the fee. KTJ's fee and cost schedule is set forth on the last page of the enclosed Terms of Engagement.

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If the terms described above and in the enclosed Terms of Engagement are satisfactory, please sign and date this letter on the signature line and date line provided below, and return one copy of this letter to me by first class mail, as well as a copy to me by email.

If there are ever any questions or concerns, please feel free to contact me. I remain

Sincerely yours,

KLEIN, THORPE AND JENKINS, LTD.



Sheryl Churney

Copy to: Michael Tappendorf, County Engineer (via email)

ACKNOWLEDGMENT

On behalf of Shelby County, I understand and agree to the foregoing and acknowledge that any question that I may have had has been answered to my satisfaction.

Shelby County, Illinois

By: 
Ruth Woolery, State's Attorney

Date: Sept. 12, 2025