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April 16, 2014

Judge Dan A. Gattis
County Judge, Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626

**Re: Representation as Outside Counsel for Williamson
County, Texas**

Dear Judge Dan A. Gattis:

We want to express our appreciation for the opportunity to represent Williamson County, Texas (hereinafter referred to as the “County” or “you”) in connection with the representation in acquisition and condemnation matters. If at any time you have any questions, or there is some action on our part that you feel is required, please contact us promptly. We want you to be fully satisfied with the legal services provided by us.

In our experience, a clear understanding, early in the representation, of the scope of the engagement and the fee arrangement assists both of us to establish a positive professional relationship, and helps each of us avoid misunderstandings. It is thus often best to reduce these matters to writing. Accordingly, this letter outlines the basic scope of this engagement and the fee arrangement.

Scope of Engagement

You have engaged our firm to provide representation in litigation concerning the acquisition of real property in the case styled *Williamson County, Texas v. Katy Neal Andres Whitis, et al.*, Cause No. 12-0081-CC3. The County will be our only client in this matter. We do not represent the individual interests of any officer, director, elected officials, County personnel, or any parent, subsidiary or affiliated corporations of the County in connection with the affairs of the County. The scope of our representation may be limited or expanded at your request from time to time, provided that any expansion must be agreed upon by us. Any request to limit or expand our representation should be in writing addressed to the attorney primarily responsible for this matter.

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You understand that we are not your general counsel, and that our representation of you is limited to the matter described in this letter. Should you engage us on some other matter in the future; you agree that the provisions of this engagement letter shall apply to the new matter unless specifically agreed otherwise.

Cooperation

In order to enable us to render effectively the legal services contemplated, you have agreed to disclose fully and accurately all facts and keep us informed of all developments relating to this matter. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us.

Insurance

If this engagement is for the defense of litigation, you should determine whether you are insured against this potential liability. If you expect us to assist you in making that determination, please provide us with copies of your applicable liability insurance policies so that we can advise you as to whether you have insurance coverage.

If you have insurance and your insurer does not pay our invoices in a timely manner, you agree that you will pay same on demand.

Payment of Fees and Expenses

You agree that payment for our services, expense disbursements and other charges will be made by you in accordance with the terms set forth in the attached memorandum entitled "Payment for Legal Services."

If we provide any estimate of fees and expenses, it will be based on our best professional judgment, but it is always subject to the clear understanding that it is not a maximum or fixed fee quotation.

We are not undertaking this matter on a contingency basis. Continued work by us on this matter is conditioned upon current payment of our invoices in accordance with the terms of the attached memorandum. Should you for any reason be unable to comply with those terms, you hereby consent to our withdrawal from the representation.

If a settlement is reached or an award granted at a time when this firm is owed any monies by you or you are indebted to third-party vendors in connection with this matter, such charges shall be deducted from any monies that you are entitled to receive pursuant to the settlement or award.

Conflicts of Interest

It is possible that during the time we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that this Firm may

continue to represent or may undertake in the future to represent such clients, or any other present or future clients, in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you, and even if such representation would be simultaneous. We agree, however, that we will not accept representations where, as a result of our representation of you, we have obtained sensitive, proprietary or other confidential or non-public information that, if known to such other client of ours, could be used in such other matter by such other client to your material disadvantage.

This letter confirms that the County acknowledges and agrees that it is a separate entity from its parent, subsidiaries and affiliates for conflicts of interest purposes and that the Firm's representation of the County does not give rise to an attorney-client relationship with any parent, subsidiaries or affiliates of the County.

Our lawyers may have substantial investments in public and private entities that have an interest in this dispute. If you would like for us to make special inquiry, please make a written request for us to do so.

Termination of Engagement

Either of us shall be free to terminate our relationship at any time, subject to reasonable notice. In the event of our withdrawal: (a) we will comply with all ethical requirements; and (b) we will be entitled to receive compensation from you for all of our services rendered and all of our expense disbursements and other charges, pursuant to the attachment hereto, up to the time of our withdrawal.

Our attorney-client relationship will be considered terminated upon our completion of the specific services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental terms of engagement. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a revival of an attorney-client relationship. Moreover, we have no obligation to inform you of such developments in the law unless we are specifically engaged in writing to do so.

Upon termination of our services all of the Firm's "work product" accumulated during the course of our representation of you will be owned by the Firm. "Work product" includes such things as the attorney's handwritten notes, internal memos, firm administrative records such as client screening documents and time records, and legal research.

Opinions

Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are

necessarily limited by our knowledge of the facts, and are based on the state of the law at the time they are expressed.

Renewal Notices of Security Interests and Liens

If this or any subsequent engagement involves the taking of a security interest or lien on the property of another, you are advised that applicable law may provide that public filings giving notice of security interests or liens must be renewed by further public filings prior to expiration of a prescribed period of time (e.g. five years in the case of renewal notices of security interests granted under the Texas Uniform Commercial Code). Failure to make timely renewal filings could result in the loss of the security interest or lien. Please be advised that the Firm does not undertake to calendar or make renewal filings in your behalf. However, if you need assistance in making renewal filings in the future, we will be pleased to assist you at that time.

Texas Lawyers Creed

The Supreme Court of Texas requires that all attorneys in Texas follow the attached "Texas Lawyers Creed." Paragraph II(1) of this Creed requires us to advise you of its contents at the time of undertaking representation. If you have any questions regarding this matter, please call.

Mediation/Arbitration

In the event of any dispute or controversy regarding or arising out of our representation of you, it is agreed that the same shall be subject to mediation before a mutually-agreeable mediator. If the mediation is unsuccessful, or if we are unable to agree upon a mediator within thirty days after the dispute arises, then the dispute shall be subject to binding arbitration at Dallas, Texas. The arbitration shall be administered by the American Arbitration Association in accordance with its then current rules and procedures.

You are advised that arbitration typically has certain advantages and disadvantages compared to court litigation. The principal advantages are that the process normally is speedier and less expensive than court litigation. It is also more private than court litigation, and arbitrators typically are more highly-educated and experienced concerning business matters than are jurors. Disadvantages may be waiver of the right to a jury trial, possible waiver of broad discovery (depending on the particular arbitrator), loss of the right of appeal except in very limited circumstances, and that the losing party may have to pay the fees and costs of arbitration.

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Please confirm your acceptance of the terms and conditions set forth in this engagement letter by returning an executed copy of this letter in the enclosed envelope. We appreciate the opportunity of undertaking this matter on your behalf.

Very truly yours,

GARDERE WYNNE SEWELL LLP

By: _____
Kristina W. Silcocks

**THIS LETTER CONTAINS AN
AGREEMENT TO RESOLVE
DISPUTES BY ARBITRATION.**

We agree to all terms stated above.

Williamson County, Texas

By: _____

Its: _____

Enclosures

PAYMENT FOR LEGAL SERVICES

This statement sets forth the standard terms of payment for our services as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

How Fees Are Set

The amount to be charged for the legal services we provide to you will ordinarily be calculated on an hourly basis at our standard hourly rates. These hourly rates presently vary from \$150.00 to \$295.00, depending on the attorney or paralegal who is providing the services. Rates are adjusted each April 1 at the beginning of our fiscal year, and sometimes at other points during the year. We expect that Kristina Silcocks and Renae Waldner, paralegal, will be the persons primarily working on your matter. The agreed discounted hourly rates are \$295.00 and \$150.00, respectively. In the event it becomes necessary or advisable for others to work on this matter, their hourly rates may vary, either higher or lower, from those set forth in the preceding sentence. In determining a reasonable fee for our services in appropriate matters we may not bill you on a strictly hourly basis, but in that event will consider the following, among other factors:

- (1) The time and labor required.
- (2) The novelty and difficulty of the questions involved.
- (3) The skill requisite to perform the legal services properly.
- (4) The likelihood that the acceptance of the particular employment will preclude other employment.
- (5) The fee customarily charged in our locality for similar legal services.
- (6) The amount involved and results obtained.
- (7) The time limitations imposed by you or by the circumstances.
- (8) The nature and length of the professional relationship with you.
- (9) The experience, reputation and ability of the lawyer or lawyers performing the services.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost is frequently more or less than the amount estimated.

For certain well-defined services, for example, business incorporation, we will quote a fixed fee. It is our policy not to accept representation on a fixed-fee basis except in such defined-services areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such

situations, the fixed-fee arrangement will be expressed in a letter setting forth both the amount of the fee and the scope of the services to be provided.

Expense Disbursements and Other Charges

We typically incur and pay on behalf of our clients a variety of out-of-pocket costs arising in connection with legal services. Third-party charges incurred on your behalf in significant amounts will be sent to you for payment direct to the vendor. We will bill you monthly for our other allowable expense disbursements incurred on your behalf (filing fees, travel expenses, delivery costs, copying, etc.). These will be billed to you on the same basis as charged to our other clients. We reserve the right to change the method of billing such other charges to you from time to time, provided that we charge you on the same basis that we charge our other clients. A complete explanation of the basis of such charges may be inspected in our office at any time during regular business hours upon request.

The function of Litigation Support services by Gardere's litigation support staff is to assist the attorneys and consultants during representation. On certain assignments a litigation support project may be provided on a flat fee basis, otherwise fees will be charged on an hourly basis. The staff's billing rates range from \$40 to \$150 per hour. We also reserve the right to adjust our rates periodically in the normal course of business. The litigation support staff's responsibilities encompass, but are by no means limited to: (1) assisting with document production; (2) creating privilege logs; (3) conducting research assignments; (4) assisting in preparation for depositions, hearings, and trial; (5) summarizing depositions; (6) cite checking legal briefs; and, (7) providing technical support.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and allowable expense disbursements and other charges. You agree to make payment within 30 days of the date we mail our invoice. If you dispute any portion of our invoice, you will notify us in writing as to the basis for the dispute and will pay the undisputed balance within such 30 day period. Failure to notify us in writing within the 30 day period as to any disputed item shall constitute your agreement to the validity of your obligation to pay the invoice as presented.

We are not undertaking this matter on a contingency basis. Continued work by us on this matter is conditioned upon current payment of our invoices in accordance with the terms set forth above. Should you for any reason be unable to comply with those terms, you hereby consent to our withdrawal from the representation.

THE TEXAS LAWYER'S CREED -- A MANDATE FOR PROFESSIONALISM

BY ORDER OF THE SUPREME COURT AND THE COURT OF CRIMINAL APPEALS

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered,

when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against the unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.