

ATTORNEY/CLIENT ENGAGEMENT AGREEMENT

(Williamson County, Texas)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made effective as of the date of the last party's execution below, by and between WILLIAMSON COUNTY, TEXAS, "Client", and SHEETS & CROSSFIELD, P.C., "Attorney".

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent it as attorney in connection with legal services on behalf of the Client, said services described more fully below.

Client and Attorney agree:

1. Attorney will devote his professional abilities to the legal matters, strive to keep Client informed of all significant developments in matters handled by the Attorney and be available to answer inquiries. Attorney will coordinate with County Attorney regarding all legal matters.
2. Client agrees to compensate Attorney for his services at the rates described herein for the time which has been devoted to Client's legal matters. From time to time it may be necessary for other members of the law firm to assist in the Client's matter, and Client agrees to compensate Attorney for these services at the following rates:

Partner attorney:	\$250/hr.
Senior attorney:	\$250/hr.
Associate attorney:	\$200/hr.
Project Manager (ROW):	\$150/hr.
Paralegal (ROW):	\$75/hr.

Client agrees to pay to Attorney costs and disbursements incurred in said matter, including but not limited to: (1) long distance telephone charges; (2) facsimile charges; and (3) copying charges.

Client agrees to pay invoices (with no added fees or mark-ups) submitted by Attorney for subcontractors of Attorney, including, but not limited to, surveyors, right-of-way agents, appraisers and other assisting Attorney in the provision of legal services for the Client.

3. Attorney's fee will include the following services:

Representation of Client in various aspects of real estate and eminent domain/condemnation law, including but not limited to real estate and easement negotiation, acquisition, and if necessary, prosecution of condemnation through completion, or any additional related services and issues connect with the

acquisition of right-of-way, as well as advise Client or its designated representatives in the area described herein.

Representation of Client, including counsel, advice, review and preparation of documents for matters related to County Road Bond Funds, up to the point of initiating litigation on behalf of County.

Representation of Client regarding general acquisition of real estate, economic development issues and preparation of documents related thereto.

Representation of Williamson County of all general matters as assigned by the County Judge or Commissioners.

4. Client has the right to cancel this Agreement and terminate Attorney's representation at any time by written notice to the Attorney. Attorney agrees that irrespective of the merit of any cause of action, Attorney will never contest fee payments or institute legal proceedings to recover said fee payments, except for payment for services already provided.
5. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.

SHEETS & CROSSFIELD, P.C.

By: _____

Charles Crossfield

Date: _____, 20__

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr., County Judge

Date: _____, 20__