

**PARR BROWN
GEE & LOVELESS**

ATTORNEYS AT LAW

JUSTIN P. MATKIN
ATTORNEY AT LAW
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July 15, 2024

Via E-mail

Weber County
Attn: Courtlan Erickson
cerickson@webercountyutah.gov

Re: Representation by Parr Brown Gee & Loveless

Dear Mr. Erickson:

Thank you for choosing Parr Brown Gee & Loveless (the "Firm") to serve as legal counsel for Weber County ("you" or the "Client") regarding a condemnation matter adverse to Kelly Larkin dba Larkin Land Company, LLC. We look forward to working with you on this matter.

I have enclosed a copy of the Firm's Terms and Conditions of Engagement for Legal Services (the "Engagement Terms"), which is incorporated herein by this reference. The Engagement Terms explain the Firm's policies and practices for billing, retainer, privacy, and other important issues that will govern the relationship between the Firm and you as the client during our current representation and any additional engagements we accept. If you have any questions or concerns about the Engagement Terms, please do not hesitate to let me know.

While hourly rates for attorneys and paralegal staff are adjusted from time to time, my current hourly rate is \$480.00. The Firm will send a statement of professional fees, costs, and expenses to your attention on a monthly basis, payment of which is due upon receipt. The policies and practices of the Firm for billing, staffing, and expenses are further explained in the Engagement Terms.

As more fully explained in the Engagement Terms, the Firm normally requests a retainer before we begin working for new clients. However, in this case we have agreed to waive the requirement for a retainer.

We have completed a conflicts check and have identified a potential conflicts with our clients the Boyer Company and the Gardner Company who have developments in Weber County. In addition, the Firm often represents parties who make GRAMA requests for public records. Inasmuch as these matters are unrelated, The Boyer Company and the Gardner Company have agreed to waive conflicts with respect to our representation in this matter. The Firm will not share any information regarding these different matters and attorneys working on development matters adverse to Weber County will be screened from information relating to this matter. By

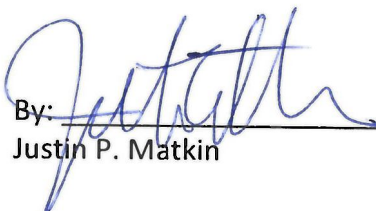


signing below, the County agrees to waive any conflicts associated with the Firm's continued representation of the Boyer Company and the Gardner Company in their development matters. Additionally, from time to time, Firm clients have real estate, land use, zoning, and GRAMA matters adverse to the County. The County agrees not to use the Firm's representation of the County in this condemnation as a basis to exclude the Firm's representation of these other clients in unrelated matters. If we identify a different type of conflict in the future, the Engagement Terms provide for the manner in which it will be resolved.

It is important that you are satisfied with our services and responsiveness at all times. We intend to provide quality legal services in an efficient, economical manner. I encourage you to bring to my attention any questions or concerns you may have concerning our service, policies, or fees. The firm will submit an invoice for payment no more than three months after the work detailed in the invoice was completed. In addition, professional fees for this engagement shall not exceed \$10,000 without written authorization from the County. For clarity, when \$10,000 in total billings are reached whether in a single billing cycle or commutatively in multiple billing cycles, the Firm will seek authorization for an additional \$10,000.

Please acknowledge your agreement to the terms of our engagement as set forth in this letter and the Engagement Terms by executing this letter in the space below and returning it to me. I encourage you to keep a copy for your records. I look forward to working with you on this matter.

PARR BROWN GEE & LOVELESS

By: 
Justin P. Matkin

APPROVED AND ACCEPTED

this ____ day of July, 2024.

4867-3322-1213

Weber County

By: _____

Its: _____

PARR BROWN GEE & LOVELESS
TERMS AND CONDITIONS OF ENGAGEMENT FOR LEGAL SERVICES

Scope of Representation. Your engagement of Parr Brown Gee & Loveless (the “Firm”) includes the scope of work identified in the initial letter (“Engagement Letter”) sent with these Terms and Conditions of Engagement for Legal Services (“Engagement Terms”) and the Engagement Terms, and does not include any work on other future legal matters unless the Firm later undertakes in writing to provide such additional representation. Nevertheless, these Engagement Terms shall apply to any such future work performed for you unless otherwise agreed to. If you are a corporation, partnership, limited liability company, trust, estate, or other entity, the engagement does not include representation of your shareholders, partners, members, affiliates, directors, managers, officers, employees, or beneficiaries except as may be specifically set forth in writing.

Client Cooperation. You agree to cooperate fully with the Firm in all matters relating to the representation of you, to fully and accurately disclose to the Firm all facts that may be relevant to the subject matter of the representation or that the Firm may otherwise request, and to keep the Firm apprised of developments relating to the representation. The Firm is entitled to be paid for all services rendered and costs and expenses paid or incurred on your behalf up to the date of termination or withdrawal of our representation.

Joint Representation. When two or more clients seek joint representation, the Firm

recommends that each client consult with other counsel of the client’s choosing about the potential effects of joint representation. At a minimum, the following implications should be considered:

The nature of the Firm’s engagement will require us to disclose to each client all information arising in the course of our joint representation of additional clients, regardless of the source. Thus, there is no entitlement to confidentiality and no attorney-client privilege for communications between the firm and any jointly represented client vis-à-vis other jointly represented clients. That means that even private communications from any jointly represented client to the Firm may be disclosed to the other clients in the joint representation and also may be subject to disclosure in a legal proceeding involving any dispute between such clients. If one jointly represented client asks the Firm to withhold information from another jointly represented client, we may refuse or have to withdraw from representing one or both clients.

Although the interests of jointly represented clients may initially be identical in all material respects, it is possible that circumstances or views could change, or issues could arise, that cause a conflict or other divergence of interests among jointly represented clients. If that occurs in this matter, and such clients cannot amicably resolve the disagreement, the Firm may need to withdraw, with the result that one

or both such clients may be required to obtain new counsel.

The Firm's advice with respect to the legal issues that arise during the course of a joint representation will be directed toward balancing and accommodating the respective interests of all jointly represented clients. However, there is no guarantee that compliance with the Firm's advice will actually be in the separate best interests of each client.

Representation of Entities. If you are a corporation, partnership, limited liability company, trust, estate, or other entity, the Firm will respond to the instructions of the officers, directors, managers, partners, trustee, executor, or other persons designated by you or whom the Firm believes to be the duly authorized representatives of you. The Firm has no independent obligation to verify such authority.

Conflicts of Interest. If you are or become aware of any facts that suggest the existence of a conflict of interest, you agree to call them to the attention of the Firm immediately. If the Firm determines in the future that an insurmountable conflict of interest exists, the Firm may be precluded from continued representation of you, and it reserves the right to withdraw from the representation in that event. Should that circumstance occur for any reason, the Firm may be able to assist you with obtaining new counsel.

Privacy. As a client of the Firm, you should know that all information that we receive from you is held in confidence and is not

released to people outside the Firm, except as agreed to by you or as required by applicable law. In the course of providing our clients with taxation and other financial advice, we receive personal financial information: (1) about our clients, and (2) about our clients' transactions with third parties. In order to safeguard such nonpublic personal information, the Firm has established security and confidentiality practices and procedures that comply with the Firm's professional standards.

Billing Records and Invoices. All attorneys and paralegals of the Firm have assigned hourly rates, which rates are reflected on the Firm's monthly invoices. Hourly rates are adjusted from time to time (generally once a year) and can change during the course of an engagement. Changes in rates will be reflected on the Firm's monthly invoices.

Staffing. There may be times when it becomes cost effective or necessary to use the assistance of attorneys or paralegals employed by the Firm who may not be initially identified at the outset of the engagement. Services by such attorneys and paralegals will be billed at the Firm's standard hourly rates as they may be adjusted from time to time. The Firm retains the right to staff any particular matter as it sees fit and consistent with your best interests as the client.

Co-Counsel. The Firm may, as appropriate, retain co-counsel to assist with the performance of the Firm's work. The Firm will obtain your consent prior to the involvement of co-counsel.

Retainer. The amount and terms of the retainer arrangement are determined in consultation with the billing attorney. The retainer will be applied to the final invoice. Occasionally, it may be appropriate to require a retainer after the commencement of the engagement, or to require an increase in the amount of the original retainer, depending on payment history, changed circumstances, or the scope of work. In the event any interim statement for services remains unpaid for a period in excess of sixty (60) days, the Firm may apply the retainer to the unpaid balance, but the original retainer must be restored immediately.

Advances. In some circumstances, in addition to or in lieu of a retainer, the Firm may require a monetary advance prior to work being performed by the Firm. Advances will be applied to pay for subsequent work performed. Once the advance is exhausted, the Firm may request a further advance to pay for additional work performed by the Firm. The Firm also customarily requests an advance for the purpose of paying substantial out-of-pocket costs we incur on your behalf.

Expenses and Costs. During the course of providing services, the Firm may incur certain costs and expenses, such as printing, photocopying, document processing, database management, postage, online legal research, deposition fees, court costs, filing fees, expert and non-expert witness fees, travel, and lodging. You agree to reimburse the Firm for such costs or

expenses incurred, which will be included on the Firm's monthly invoices.

Late Payment and Interest. Invoices for legal services performed and costs incurred are due upon receipt. A finance charge of twelve percent (12%) per annum will accrue on any amount not paid within thirty (30) days after the date of the invoice.

Budgets and Forecasts. Any estimates, budgets, or forecasts of anticipated fees or costs that may be provided at your request or otherwise are, due to the uncertainties involved, necessarily only an approximation. Under no circumstances are such estimates a maximum or minimum fee or cost quotation. Our actual fees and costs will be determined in accordance with the policies described herein.

Insurance. You will identify and provide the Firm with a copy of any policy of insurance that might provide coverage for your legal fees or costs or for any judgment that may be awarded against you in connection with the matter identified in the Engagement Letter or the subject matter of any additional engagement. To the extent that you or any associated entity has a policy of insurance that may provide such coverage, immediately give written notice of the matter to any such insurance carrier(s) at the address(es) indicated in any such policy(ies). The failure to timely notify the insurance carrier(s) may compromise your rights under the policy(ies). For example, many insurance carriers will not pay for expenses, such as attorneys' fees and costs, that are incurred before the insurance carrier is notified. Please let us know if you

need any assistance with notifying any applicable carriers. If the Firm does not receive a copy of any policy, we will proceed with the understanding that no insurance coverage exists.

No Assurance of Results. The outcome of any legal matter is subject to inherent risks, factors, and uncertainties beyond the Firm's control. Therefore, the Firm has not made, and cannot make, any guarantees or promises concerning the outcome of any legal matter.

Document Preservation. If this engagement involves litigation, a threat of litigation, or reasonably anticipated litigation, you have a legal obligation to identify and preserve materials that may relate to the subject matter of such litigation. Courts have issued decisions regarding the duty to retain documents, including electronically stored information, that may be discoverable in litigation. Significant penalties or sanctions can apply to parties who do not meet their preservation obligations, which could have a significant adverse impact on your rights in the case. Please retain all documents and information concerning the litigation, including electronic information, such as emails, text messages, voicemails, calendars, and other similar information. Immediately stop any routine deletions or destruction of data or documents, whether pursuant to your regular policy or otherwise. Contact the Firm for advice about arranging for back-up of electronic data or documents. Preserve all records of former employees or personnel that are in your possession, custody, or control. Please

also run a complete backup of all computer programs that contain any information related to the subject matter of the litigation.

Standards of Professionalism and Civility. Utah has adopted written Standards of Professionalism and Civility that govern the conduct of lawyers. The Firm adheres to such standards and reserves the right to grant accommodations to other counsel in all matters not affecting the merits of the case or prejudicing your rights.

Termination by Client. You have the right, at any time, to terminate the services of and representation by the Firm, for any reason, upon written notice. You agree that you will remain obligated to pay for all services rendered and costs or expenses advanced or incurred by the Firm on your behalf up through the date of termination.

Termination by Firm. The Firm has the right to withdraw from its representation of you if, among other things, you fail to cooperate or follow the Firm's advice on a material matter, or if any fact or circumstance comes to the Firm's attention that would, in the Firm's view, render continuing representation unlawful or unethical.

Client Documents. Upon termination of our representation of you, the papers or property you have provided to the Firm, will, at your request, be returned promptly. The Firm's drafts and work product belong to the Firm. You are not entitled to the work product of the Firm, such as investigative reports, expert reports, or

other legal work product, unless the Firm agrees and any costs associated with those items have been paid. Subject to applicable laws, duties, and rules of professional responsibility, the Firm retains the right to destroy items described in this paragraph within a reasonable time, but in any event the Firm will not retain such documents for more than five (5) years after the conclusion of the Firm's representation of you in any particular engagement.

Sunset Provision. In the event that the Firm has not performed work for you or otherwise been contacted by you with respect to providing legal services for a reasonable period of time, but in no event greater than two (2) years, the Firm's professional services and engagement by you shall be deemed terminated.