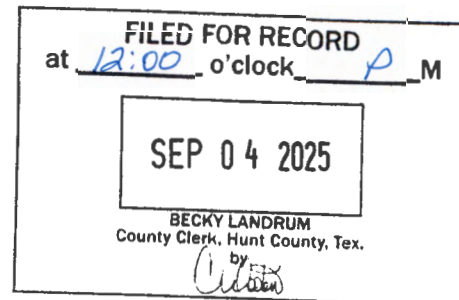


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# TERRILL & WALDROP

ATTORNEYS and COUNSELORS

810 West 10<sup>th</sup> Street  
Austin, Texas 78701  
Tel (512) 474-9100  
Fax (512) 474-9888



August 28, 2025

## VIA EMAIL

Hunt County, Texas  
c/o Hunt County Civil Attorney  
Daniel W. Ray  
2608 Stonewall Street  
Greenville, Texas 75401  
daniel@scottraylaw.com

Re: Development water supply engagement

Dear Mr. Ray:

Terrill & Waldrop is very pleased to have the opportunity to represent Hunt County, Texas ("Hunt County" sometimes referred to as the "you") regarding water supply for development in Hunt County. The purpose of this letter is to set out the terms under which the firm will represent you.

This engagement is intended to place Terrill & Waldrop at Hunt County's disposal for advice pertaining to the matters stated in the preceding paragraph. Should Hunt County ask us to undertake any other specific scope of work, our agreement to accept a broader scope of representation will be set forth in writing, and we will not be deemed to have undertaken such a broadened scope absent a written memorialization to do so.

Terrill & Waldrop will bill on an hourly basis for all matters relating to Hunt County's representation. The current rates for Terrill & Waldrop, which are subject to change from time to time, are attached to this engagement letter. All services performed by the firm will be recorded as to time expended by the performing attorney or professional and the type of work performed. Billings will be rendered in quarter hour increments.

In addition to our fees for legal services, the firm will charge separately for certain costs and expense disbursements, including messengers and deliveries, photocopies, postage, computer legal research, filing fees and other similar expenses related to our work. Large expenses charged by outside firms, such as experts and court reporters, are forwarded directly to you for payment.

The firm's billing statements will be rendered ordinarily on a monthly basis. Our statements are due and payable upon receipt. In the event a payment is not forthcoming or is past due, then upon proper notice to you, we will be unable to continue representing you. In the event invoices are not paid within thirty days of the invoice date, interest shall accrue thereafter on all unpaid amounts at the highest rate allowed by applicable law until paid.



### **Scope of Engagement**

On this agreement, Hunt County is our only client. This engagement does not create an attorney-client relationship with any person or entity other than you.

We are undertaking to represent you only in connection with the matter described in the first paragraph of this letter. We have not assumed responsibility to advise you regarding any other matter, although we will be pleased to do so at your request. Should you ask us to do so, our agreement to accept a broader scope of representation will be set forth in writing, and we will not be deemed to have undertaken such a broadened scope absent a written memorialization to do so.

This engagement and our attorney-client relationship will be terminated when we have completed the services in the matter covered by this engagement letter and any written supplements thereto or have otherwise terminated this engagement. If Hunt County later retains us to perform additional services, our attorney-client relationship will be established by another engagement letter.

### **Withdrawal from Representation**

If it becomes necessary for us to withdraw from representation on this matter, we reserve the right to do so at any time. In the event that we find it necessary to withdraw, we will do so in accordance with the applicable rules of professional responsibility in order to avoid any prejudice to you. In addition, we will take reasonable steps to assist you in the transition of its matters to any new counsel you retain. Hunt County, of course, has the right to terminate our representation at any time.

### **Disclosure of Information**

In order to enable us to effectively render the legal services contemplated, we will rely on you to disclose fully and accurately all facts provided to us and to keep us informed of all developments of which you become aware relating to the matters in question. We will necessarily rely on the accuracy and completeness of the facts and information you provide to us. You may also be required to be reasonably available to attend court proceedings, depositions, meetings and conferences pertaining to the matters in question.

### **Communications and Attorney/Client Privilege**

Communications between Hunt County, on one hand, and attorneys or other persons within our law firm, on the other hand, may be subject to one or more privileges against disclosure to third parties, including but not limited to the attorney/client privilege. If those communications are disclosed to third parties, an applicable privilege may be waived or otherwise lost, which could lead to adverse consequences. You therefore should not allow third parties to review documents we send to you, or you send to us. We also ask that you do not inform third parties of the substance of any communication between us, without first asking us whether it is prudent to do so.

From time to time, we may forward documents to you via electronic mail. Should we do so, these documents are for review by Hunt County alone. They should not be provided to third parties in electronic or printed form without our prior consent. In addition, we do not accept responsibility for any use of any document prepared by us in any context other than for which it was originally prepared. Therefore, you should not attempt to modify or adapt any document we provide to you electronically or otherwise, for use by you or anyone else in another context without first consulting this firm.

### **Conduct of Matter**

We will represent Hunt County zealously within the bounds of the law. Nonetheless, we will follow the Texas Lawyer's Creed with respect to our conduct. We will consult with you regarding significant decisions.

### **Opinions and Estimates**

We cannot and will not guarantee, predict, or assure you of a desired result in any lawsuit, legal proceeding, contract negotiation or other legal matter. At the commencement and during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the potential outcome thereof. Any such statement made by me, any other lawyer or employee in this firm, or third-party contractor employed or retained by either of us is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee of any particular outcome.

### **State Bar of Texas**

We are required to advise you that, although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar of Texas' Office of General Counsel will provide you with information about how to file a complaint against a lawyer. For more information, you can call 1-800-932-1900. This is a toll-free call.

If this letter accurately states our agreement and you understand all items discussed in this letter, please sign at the bottom of the page and return to my office by email.

We very much appreciate the opportunity to represent Hunt County and look forward to working with you on this matter. If you have any questions about this agreement, or any other matter, please do not hesitate to call.

Sincerely,

**TERRILL & WALDROP**

By: 

Howard S. Slobodin

**ACCEPTED AND AGREED TO:**

By: \_\_\_\_\_

Daniel W. Ray  
Hunt County Civil Attorney  
Hunt County, Texas

**Current Rates for TERRILL & WALDROP**

Paul M. Terrill	Partner	\$700.00
Howard S. Slobodin	Partner	\$550.00
Geoff Kirshbaum	Partner	\$550.00
Ryan Greene	Partner	\$550.00
Shan S. Rutherford	Partner	\$475.00
Casey Cooper	Associate	\$225.00
Elena Folgueras	Associate	\$225.00
Ron Freeman	Of Counsel	\$425.00
Beckie Figg	Legal Assistant	\$175.00
Cyndi Ferris	Legal Assistant	\$175.00

The firm may also use additional contract attorney, law clerk or paralegal assistance for this matter and will bill those professionals at a rate to be determined later in the event the need arises.