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February 5, 2025

VIA E-MAIL

Mr. Scott Mendoza
Project Manager
Weber County Community Development
smendoza@webercountyutah.gov

Re: Engagement Letter – Weber Block Project

Dear Mr. Mendoza:

We greatly appreciate you giving Ballard Spahr LLP (the “Firm”) the opportunity to provide Weber County (the “County”) with legal representation as special outside counsel. We look forward to working with you on this matter. This letter sets forth our understanding of the engagement and what the terms of that engagement will be.

1. Scope of Engagement. The Firm will represent the County in connection with review and consultation of relevant documents for that certain parcel of land located on 24th Street in Ogden, Weber County, Utah, commonly referenced as the Weber Block Project (“Project Documents”), with the primary emphasis on the parking elements of such Project Documents. The Project Documents will likely include (i) a letter of intent (LOI); (ii) Purchase Agreement for sale or for lease; (iii) development agreement; (iv) recorded covenants and/or leaseback; and (v) if necessary, a ground lease. Provided that the developer and the County lead in negotiations, drafting, and initial preparation of the Project Documents, we estimate a consultation and review budget not to exceed \$75,000 depending upon the project complexity. This estimate would cover three rounds of consultation and review of the Project Documents as contemplated in this engagement letter, not to exceed the five contemplated core documents described above. A “round” of the agreement includes the discussion, review, consideration, and incorporation of comments from the Firm and the County, and then the County will communicate the same to developer’s counsel represented in an updated draft.

2. Term of Engagement. The County and the Firm shall each have the right to terminate this engagement at any time, for any reason, by written notice to the other party, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the County’s interests in the matters then in process.

3. Fees and Hourly Rates. We will bill this matter at the negotiated blended rate of \$650 per hour for work that exceeds the \$75,000 estimated budget. Please note that this estimated fee could change if there is a change in the scope of work or we participate in protracted discussions with the County or other stakeholders about issues that require multiple rounds of negotiation or drafts of the Project Document.

4. Retainer. We will not require a retainer from the County.

5. Disbursements. As you know, the performance of legal services often involves incurring out-of-pocket costs. We expect that the County will either pay directly or reimburse us for such costs. In the normal course of our work these costs could include such items as messenger services, travel costs, long-distance telephone charges, photocopying, postage fees, publishing and posting fees, recording fees, title investigation and insurance fees, and other such items paid on the County's behalf. If such costs may be calculated beforehand and appear to be substantial, we may ask the County to advance us those sums before we expend them, or require that the County pay the vendor directly.

6. Monthly Statements and Payment Terms. Our practice is to send a monthly statement for services rendered and disbursements incurred on our client's behalf during the previous month. The detail in the monthly statements will inform you of the fees and disbursements incurred and the nature of the work performed. Our invoices are due upon receipt. If our statements are not paid on a timely basis, we may cease performing legal services for the County and/or pursue other remedies for payment.

7. Conclusion of Representation; Retention and Disposition of Documents. Our representation of the County in this matter will terminate upon our sending to you our final statement for services rendered, or other notice of termination. Following such termination, any otherwise nonpublic information you have supplied to us, and which is retained by us, will be kept confidential in accordance with applicable rules of professional conduct. At your request, the County's papers and property will be returned promptly upon receipt of payment for all outstanding fees and costs. Our own files pertaining to these matters will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; as well as internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

8. Client Responsibilities. The County shall agree to cooperate fully with us and to provide promptly all information known or available to you that is relevant to our representation. The County also agrees to pay our statements for services and expenses in accordance with paragraph 6 above.

9. Conflicts. As you are aware, the Firm has represented and currently represents various individuals and entities ("Other Interested Clients") that may have an interest in properties within the County, or that may otherwise be impacted by the Project Documents to be adopted. Due to the potential impact of this engagement on the future interests and activities of other existing or future clients of the Firm, we are requesting the County's consent to the Firm's concurrent and future representation of Other Interested Clients. By executing this engagement letter the County agrees that:

(a) The Firm's representation of the County in the matters discussed in this letter will not preclude our representation of Other Interested Clients in other matters involving the County that do not include negotiating or drafting a Project Documents for property in the County.

(b) The Firm agrees that it will not represent any Other Interested Client in the negotiation or drafting of a Project Document for property within the County without the express written consent of the County.

(c) The County consents to the Firm's concurrent representation of the County and Other Interested Clients who are not, at that time, engaged in negotiations of the Project Documents with the County, and hereby waives any conflicts of interest, and the right to assert any claims based on any conflicts of interest, with regard to the Firm's concurrent representation of the County and Other Interested Clients in such matters, subject, however to the Firm's agreement not to represent any Other Interested Clients in connection with the negotiation or drafting of a Project Document, as provided in subparagraph (b).

(d) The Firm may also represent Other Interested Parties that acquire properties in the County in the future that are subject to a Project Document negotiated or drafted by the Firm on behalf of the County.

(e) In the event of any dispute between the County and Other Interested Clients arising during the course of the Firm's representation of the County, both the County and the Firm shall have the right to terminate the Firm's representation of the County.

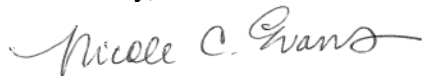
(f) It is also likely that Other Interested Clients may have disputes, land use proceedings, development matters, tax appeals, administrative or legislative matters, or other transactions with the County in the future. The County agrees that the Firm may continue to represent, and may undertake in the future to represent, any existing or new clients in their dealings with the County without the necessity of obtaining the County's consent, subject to the limitations of subparagraph (b) above.

Mr. Scott Mendoza
Weber County Community Development
February 5, 2025
Page 4

If this letter correctly sets forth your understanding of the scope of the services to be rendered to the County by the Firm, and if the terms of the engagement and conflicts waivers are satisfactory to the County, please sign a copy of this letter and return it to me at your earliest convenience.

We look forward to working with you on this matter and thank you again for giving us the opportunity to do so.

Sincerely,



Nicole C. Evans

cc: Eben Hansel

ACCEPTED AND AGREED:

WEBER COUNTY

Chair of the Weber County Commission
Date: February ____, 2025

Weber County Attorney
Date: February ____, 2025