



**WEST WEBB  
ALLBRITTON  
& GENTRY**

**Mike Gentry  
Partner**

Board Certified Commercial Real Estate Law  
Texas Board of Legal Specialization  
mike.gentry@westwebblaw.com

April 13, 2026

**VIA EMAIL** [EBull@brazoscountytx.gov](mailto:EBull@brazoscountytx.gov)

Brazos County  
Attn: Judge Duane Peters & Ed Bull  
200 South Texas Avenue, Ste. 332  
Bryan, Texas 77803

Re: Engagement Letter

Dear Judge Peters and Ed:

This letter describes the terms and conditions under which West, Webb, Allbritton & Gentry, P.C. ("we" or "our") will represent you concerning the legal matter described in greater detail below. Our representation shall become effective upon our receipt of a countersigned copy of this letter ("Agreement").

The Firm is being retained to assist and represent Brazos County in the acquisition and sale of real property. We have agreed that our fee for these services will not exceed \$15,000.00 unless approved in advance by you.

The legal fees for this service will be based on the Firm's hourly rates in effect at the time of service, and all invoices will include a description of the services rendered and the time allotted. My current hourly rate is **\$600**, and as appropriate I will use the help of other attorneys or paralegals whose rates vary according to experience. Our rates are reviewed annually and updated from time-to-time without specific notice. Full payment is due on receipt of the statement for current fees and expenses.

We are not requiring a retainer payment from you in order to get started on the matter but do reserve the right to request retainer payments in the future. Any retainer requested should not be considered an estimate of our fees on a matter, but instead a negotiated deposit to be applied to the anticipated work and expenses related to the matter. In the event of a payment of a retainer and such retainer exceeds the amount of our invoices on a matter, we will refund the excess balance to you upon the conclusion of the matter.

The Firm's representation is limited to the above-referenced matter(s) and the Firm has not been retained to represent you generally or in connection with any other matter unless we modify this engagement letter by subsequent engagement letters or by subsequent correspondence you have clearly asked us to handle additional matters, in which case the terms of this engagement letter will generally apply and our then-current hourly rates will be utilized. Additionally, you understand that the Firm has been retained to provide legal services, not business or financial advice or services.

At the end of our representation, please let us know if you need any documents from our files. We will retain documents for ten (10) years and then destroy them in accordance with our record-retention policy then in effect.

If any question should arise regarding our bills, invoices, or expenses, please call us promptly so we can discuss the matter. Our hourly rates do not include any interest for slow payment. Because of this and the fact that we do not include a service charge for late payments, we must insist that our clients pay their bills promptly. We do reserve the right, however, to charge interest on late payments in the amount of the lesser of the maximum interest rate allowed by law or one and a half percent (1.5%) per month.

### *Costs and Expenses*

Any out-of-pocket costs (filing fees with the Secretary of State, as an example) will be paid directly by you, or when advanced by the Firm, will be borne by and paid for by you upon receipt of a statement for said expenses. Certain expenses will be forwarded to you for payment directly.

The Firm may withdraw from your representation in this matter at any time if you render it unreasonably difficult for the Firm to carry out its employment, insist that the Firm engage in conduct that is contrary to the judgment and advice of the attorneys, or fail to cooperate and comply fully with all reasonable request by the Firm on any matter encompassed by or made the basis of this document. The Firm may also withdraw from your representation of non-payment of fees and expenses. The Firm shall withdraw from its representation of you in the above-referenced matter if discharged by you. Such discharge shall be communicated in writing to the Firm. If permission for withdrawal from employment is required by the Rules of the Court, the Firm shall withdraw upon permission of said Court and will inform the Court that you have discharged the Firm.

In the event that you desire to dismiss the Firm and retain other counsel to represent your interests in any manner encompassed by this employment, it is understood that you agree to pay all fees, costs and expenses incurred by you, or on your behalf, up to and including the date of dismissal.

### *Agreement*

You agree that this attorney-client agreement will not be modified by any oral agreement; instead, all modifications of this agreement must be in writing and signed by West, Webb, Allbritton & Gentry, P.C. and you. You agree that this attorney-client agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. This agreement shall be interpreted and construed according to the laws of the State of Texas, and all obligations of the parties are performable in Brazos County, Texas. This agreement is to be performed in Brazos County, Texas, although the subject matter of the representation may involve a different county. In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision did not exist. This agreement constitutes the only agreement of the parties and supersedes any prior understandings, either written or oral, between the parties respecting the subject matter set forth herein. As is true with all legal services, we cannot and do not guarantee the results of our representation. We make no express warranties concerning this matter and disclaim any implied warranties concerning the matter.

*Conclusion*

Once again, West, Webb, Allbritton & Gentry, P.C. is pleased to have this opportunity to work with you in this matter. If you have any questions or concerns about any of the above, please contact us as soon as possible. If this letter accurately reflects our agreement, please sign the enclosed copy of this letter and return it to me. This document contains the entire agreement of the parties herein. Please feel free to contact the Firm if you have any questions.

Very truly yours,

WEST, WEBB, ALLBRITTON & GENTRY, PC



By: \_\_\_\_\_  
Mike Gentry

AGREED AND ACCEPTED:

By: \_\_\_\_\_  
Judge Duane Peters, Brazos County Judge

\_\_\_\_\_ Date

By: \_\_\_\_\_  
Ed Bull, General Counsel

\_\_\_\_\_ Date