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November 10, 2015

Judge Kenneth Liggett
Clay County
Clay County Courthouse Annex
214 N. Main Street
Henrietta, Texas 76365

PERSONAL AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

Dear Judge Liggett:

On behalf of the Texas Public Policy Foundation's Center for the American Future, I am pleased to offer legal representation to Clay County, Texas in federal district court litigation to oppose the intrusion upon your County's sovereignty and interference with Clay County's ability to assess ad valorem taxes caused by the United States Bureau of Land Management's claim of unspecified acreage belonging to the federal government within Clay County's jurisdiction. BLM's declaration of unspecified territory within Clay County contrary to precedent established by the United States Supreme Court interferes with your County's ability to raise funds necessary to provide for the health, safety, and welfare of your constituents. Should the Clay County Commissioners Court agree to this representation agreement, the Foundation would represent you in the aforementioned matter and proceed to file suit on behalf of Clay County.

Our principal goals in representing Clay County are to seek declaratory and injunctive relief to vindicate its rights under federal law and the United States Constitution. We will not seek monetary damages.

The Texas Public Policy Foundation (Foundation) is a tax-exempt nonprofit organization that champions market-oriented public policy. The Center for the American Future provides legal representation on issues that advance the Center's mission. Accordingly, our representation is provided at no cost to the client.

By accepting this proposal, Clay County agrees to provide us with accurate information necessary to effectively represent you in this matter.

Clay County may be required to arrange for personnel to provide a deposition, to testify at trial, and/or to assist in the preparation of one or more affidavits. We will make every possible effort to minimize any burdens. Representatives from Clay County are invited to attend all court hearings but will not be required to do so unless specifically called to testify.

We will keep the Commissioners Court informed of significant actions in the case and will be pleased to answer questions at any time. We welcome your questions and advice on all aspects of the litigation. However, the Foundation's attorneys will have sole discretion regarding legal claims, arguments, tactics, and strategy in representing you.

Our confidential communications are protected by the attorney-client privilege so long as they are not divulged to third parties. Communications between you and third-parties relating to the subject matter of this proposal are not necessarily privileged or confidential unless: a) we are a party to the communication; and b) the communication relates to legal consultations or the development of legal tactics and strategies. Please refer anyone making inquiries about the case to us.

We consider the court of public opinion to be important to our success. You may be asked to comment about the case to the media. You have complete discretion in deciding whether to do so, but we ask that you refer media inquiries to the Center's Director Robert Henneke.

Our legal representation is provided *pro bono*, i.e. at no cost to the client. The Foundation will bear its own attorneys' fees and costs to prepare and litigate the issues present in this case. Payment for the cost of miscellaneous expenses, such as filing fees and brief formatting and preparation, will also be paid by the Foundation. Additionally, we plan to seek reasonable attorney fees and costs from adverse parties in the event of a successful outcome at the administrative or trial court level, if such recovery is authorized by law. By accepting this offer, Clay County agrees that all costs and fees awarded in this matter for service rendered by the Texas Public Policy Foundation's attorneys or litigation support personnel, if any, will be provided to the Texas Public Policy Foundation to assist in recouping its expenses and time on

your behalf. The Foundation is relying on this promise in furnishing the services and incurring the costs contemplated by this agreement.

The Foundation, as an independent government watchdog and public interest organization, may have public policy interests that conflict with your interests. Furthermore, the Foundation's attorneys employed by the Foundation may simultaneously represent other governmental agencies and bodies, other private individuals and organizations, and public officials in matters unrelated to the contemplated action. A conflict of interest may arise directly or indirectly from such simultaneous representation, as well as from our public policy interests, although the Foundation is currently aware of none.

If we perceive that a conflict of interest has arisen, we will endeavor to so advise you. At any time, you are free to retain separate legal counsel at your own expense to advise you about any possible conflicts or any other matter. You are encouraged to review the list of past and current cases, policy reports, investigations, and public policy issues involving the Foundation here: <http://www.americanfuture.com>. Our website is regularly updated with new policy reports, investigations, as well as new cases (including the identities of parties we simultaneously represent in unrelated matters). By accepting this proposal, Clay County represents that it has checked our online listing for potential conflicts and will continue to do so periodically. You are also acknowledging that conflicts that may have arisen or could arise have been adequately disclosed.

By signing below, Clay County acknowledges the foregoing disclosure and agreeing to waive any conflict or potential conflict of interest that may exist or arise between the Foundation's attorneys, you, your co-parties, and/or any other person(s) that are simultaneously represented by the attorneys employed by the Foundation, which arise or may arise as a result of conflicting interests unrelated to the contemplated litigation. Furthermore, you are agreeing to notify the Foundation's attorneys promptly in writing or by email communication of any objections you may have to our simultaneous representation of any person or to the Foundation's public policy interests.

You further agree that any timely objection to the Foundation's simultaneous representation of another person or entity will result solely in Foundation attorneys withdrawing from representing you; and that you will not object to Foundation attorneys' continued representation of any other party with respect to any litigation that is unrelated to the contemplated action. Furthermore, you agree that the Foundation will not abandon its public policy interests as a result of any timely objection; and that your sole remedy for any such objection is the termination of your continued representation by Foundation attorneys. Subject to those rules, we may terminate representation for good cause at any time. Likewise, you may terminate this agreement at any time and for any reason.

Within six months of a final decision by the trial court, we may dispose of case files. However, you are entitled to all of them if you request them during that period.

Finally, by signing below, you acknowledge that the attorneys employed by the Foundation strongly recommend that you seek independent legal counsel for guidance in regards to the meaning and significance of this disclosure and waiver, and you further represent that you have, in fact, consulted or knowingly waived consultation with independent legal counsel regarding the meaning of this agreement, and fully understand and agree with its provisions.

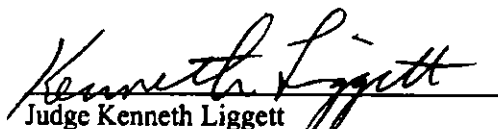
If this agreement is acceptable to you, please sign and return one copy and retain another for your records. On behalf of the entire Center for the American Future team, we very much look forward to working with you.

Sincerely,



Robert Henneke
Director, Center for the American Future
Texas Public Policy Foundation

The undersigned accepts the terms of representation as set forth above.


Judge Kenneth Liggett
Clay County Judge

Date: Nov 17, 2015



November 19, 2015

ATTORNEY-CLIENT CONFIDENTIAL COMMUNICATION

Mr. Kenneth Aderholt
10016 CR 123 N.
Harrold, Texas 76364

Mr. William Lalk
1459 Bacon Switch
Iowa Park, TX 76367

Mr. Patrick Canan
P.O. Box 4887
Wichita Falls, TX 76308

Judge Woodrow W. Gossom, Jr.
Wichita County
900 7th Street, Rm 260
Wichita Falls, Texas 76301

Mr. Kevin Hunter
1647 Hursh
Wichita Falls, TX 76302

Judge Greg Tyra
Wilbarger County
1700 Wilbarger, Room 12
Vernon, TX 76384

Mr. and Mrs. Kenneth and Barbara Patton
P.O. Box 1129
Electra, Texas 76360

Judge Kenneth Liggett
Clay County
Clay County Courthouse Annex
214 N. Main Street
Henrietta, Texas 76365

Mr. Ronald Jackson
P.O. Box 4848
Wichita Falls, TX 76308-0848

Mr. Jimmy Smith
1525 E. 3rd Street
Burkburnett, Texas 76354

The Honorable Kenneth Lemons, Jr.
Clay County Sheriff
215 W. Gilbert Street
Henrietta, Texas 76365

RE: Waiver of Conflict of Interest

Dear Gentlemen & Mrs. Patton:

This letter will confirm and is in follow-up to my recent conversation with you in which you all have collectively requested that Texas Public Policy Foundation concurrently represent each of you or the entity which you represent in connection with federal district court litigation to oppose

seizure of private property within Wilbarger, Wichita, and Clay Counties by the United States Bureau of Land Management and prevent the BLM from asserting jurisdiction over said territory.

We have discussed the possibility that our concurrent representation of you constitutes a potential conflict of interest. In my opinion, no actual conflict exists at this time. This is because all parties named in the subject action currently share a commonality of interest in the litigation's goal to quiet title in the landowner's property bordering the Red River. The Foundation will not represent any of its clients in asserting claims against its other clients in this lawsuit. Furthermore, the Foundation will not represent any of its clients in this lawsuit in asserting claims in future litigation versus its other clients in this lawsuit arising from issues related to this litigation.

A potential conflict that has been raised involves the event of a judicial determination that the federal government does own land as the BLM has claimed. In this event, it is possible that the Counties have been collecting taxes from the Individual Plaintiffs on public land. Were title to public land be determined in this manner, the individuals who have paid past taxes might seek a refund from the counties. This scenario might occur if we lost our primary argument, which is that BLM's claim of public lands along the Red River is incorrect and contrary to United States Supreme Court precedent.

In my opinion, this is at best a potential future conflict that could arise in a potential future dispute only following this litigation's determination of title. Both the individual and county parties need determination of title for future activities. However, determination of title prospectively also determines title retrospectively.

But, as this potential future conflict would not arise until after the central issue in this lawsuit is determined, no actual conflict of interest appears to be present. In undertaking the concurrent representation of each of you, we cannot and will not advise either of you as to any matters upon which an actual conflict of interest develops among you. In the event that any conflict, dispute or disagreement arises between you as to your respective rights and defenses, we shall decline to represent you in any manner in connection with that dispute or disagreement.

Again, there are various ways in which a future conflict of interest could arise. For example, if we receive conflicting instructions from you, we will be placed in a position in which we could not follow one set of instructions without violating our professional obligations to the other of you. This situation, if unresolved, could create a conflict of interest which would require us to withdraw from representation and which would require each of you to seek new counsel.

Therefore, we will require as a condition of our representation that you provide us with a common set of instructions as to the BLM litigation matter, in order to prevent such a potential conflict. Additionally, in the event that you develop inconsistent defenses or objectives, such that one of you wishes us to pursue a defense or strategy which would adversely affect the interests of the other, a conflict would arise which would require us to withdraw as counsel for any of you in your respective individual capacities. Thus, we will make every effort during the course of representation to confirm that each of you have a commonality of interest in

connection with the positions asserted on your respective behalves. If your interests diverge during the course of representation, further disclosure and waiver of the conflict, or withdrawal from representation, will ensue. Should such divergence of your respective interests occur, each of you in your respective capacities expressly consent to our continuing representation of any of the other co-parties, even if we withdraw from further representation of any of the remaining clients signing below.

You should each also be aware that each of you may have indemnification rights against the other. As stated above, since we are representing your common interests in this matter, we cannot represent or advise any of you with respect to those claims. We suggest that you consult separate counsel with respect to any such indemnity claims which may exist or which may arise in the future.

You should also consider that, as among you, there is no right to assert the attorney/client privilege as to communications we receive from any of you in connection with the joint representation. You confirm by executing this letter, that you are aware of the provisions of Rule 503, Texas Evidence Code, and that you expressly consent to the communication to any of you, of information received by this firm from any other of you. You further acknowledge that, assuming the information learned from any of you is significant, we may have an ethical duty to disclose that information to the remainder of you.

After termination of Texas Public Policy Foundation's services in this matter, we will request that you take possession of the original client file. You and each of you expressly agree that we shall be deemed to comply with our duty to provide the file to our client by making the file available to you electronically. In the event that no one takes possession of the original client file upon the expiration of five years after our representation terminates in this matter, you, and each of you, expressly authorize Texas Public Policy Foundation to destroy the original client file in the normal course of business.

By executing this letter where indicated below, you and each of you confirm that you have been fully informed as to the nature of the potential conflicts which arise as a result of our concurrent representation of all of you; that you have been provided a reasonable opportunity to seek the advice of independent counsel of your choice regarding these potential conflicts and waiver thereof; and you understand that a conflict may arise in the future which may require an additional disclosure and waiver by you, or, alternatively, withdrawal by this firm of representation of one or all of you.

Additionally, you confirm that you will take the opportunity to retain independent counsel in the event you have any reservations regarding our concurrent representation of your interests, the issues arising from that representation, and/or the waiver of the potential conflict of interest.

Assuming the foregoing accurately reflects your agreements, please execute and return to me the waiver form appended hereto. Of course, if any of you has any questions or comment, please feel free to give me a call. I look forward to working with you in connection with this matter.

Sincerely,




Robert Henneke
Director, Center for the American Future
Texas Public Policy Foundation

WAIVER OF CONFLICT

I, Kenneth Liggett, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests or the entity that I represent may potentially be in conflict with those of the other plaintiffs in connection with Texas Public Policy Foundation's representation of my interests and those of the other plaintiffs in connection with litigation against the United States and the Bureau of Land Management. I expressly acknowledge that the concurrent representation by the Texas Public Policy Foundation of my interests and those of the other plaintiffs constitute the representation of potentially conflicting interests, to the extent that my interests and those of the other plaintiffs are potentially adverse. I nevertheless knowingly and voluntarily consent to such concurrent representation by the Texas Public Policy Foundation.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: 11-20-2015



Kenneth Liggett
PRINT NAME

On behalf of: Clay County