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**ERNEST L. McCLENDON, JR.
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**ATTORNEY-CLIENT COMMUNICATION: THIS DOCUMENT AND
ITS CONTENTS CONSTITUTE LEGALLY PRIVILEGED INFORMATION**

May 14, 2008

County of Polk
101 West Church Street
Livingston, Texas 77351

Re: Polk County Jail Expansion; Condemnation of Property; Related work to establish title in Polk County, Texas

Dear Judge

This letter is to describe the terms and conditions under which I am offering to represent you in connection with the following:

The purchase of property and the condemnation of property for the Polk County Jail Expansion Project and the actions necessary to clear the title to various properties as approved by the Court.

This letter is a legal contract, and the terms and conditions of my agreement with you are described in some detail. This letter not only establishes the terms of my contract with you, it will help to prevent any misunderstandings. When you sign and return a copy of this letter, you are agreeing to the terms and conditions of representation which are described in this letter.

I cannot guarantee any expected outcome or conclusion of the legal matter due to numerous and complicated factors which are beyond my control. I make no express warranties concerning this transaction, and hereby expressly disclaim any implied warranties concerning it. It is expressly understood and agreed that no other representations have been made to you except those set out in this letter.

If the matter involves litigation, the County will be required to attend court appearances, through its agents, and comply with discovery requests and deposition notices.

If the matter requires negotiation, I will negotiate with the opposing party on the County's behalf. I will not conclude or settle the matter without the County's approval. Please do not communicate with any of the parties, witnesses or attorneys in the case without my involvement.

I have agreed upon an hourly basis as follows:

E.L. McClendon, Jr.	\$275.00
Office Staff	\$100.00

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Time is kept in fifteen minute- increments and the hourly charge is the time that the attorney allocates for the matters performed on behalf of Polk County, Texas.

The attorney's fees do not include court costs, depositions, appraisal fees, mileage charges, parking expense, long distance telephone charges, postage, copy and certified copy expenses, delivery charges, and any other out-of-pocket costs. These costs will be treated as additional expenses and will be included in my bill.


On behalf of County, the Commissioner's Court agrees to pay those reasonable expenses. If payments are not made promptly to me as requested, I reserve the right to immediately withdraw from representing the County of Polk in any and all matters that the law office is handling. On behalf of the County, you agree to the withdrawal.

This Agreement is performable in Livingston, Polk County, Texas. All monies owed hereunder are to be paid at my office in Livingston, Polk County, Texas. Jurisdiction and venue of any dispute arising hereunder are also performable in Livingston, Polk County, Texas.

On behalf of the County of Polk, you authorize me with the County's power of attorney to sign court or other legal documents which may be required in the course of the case. Also, on behalf of the County of Polk, you also will designate my law office as the County's attorney-at-law and in-fact to act in its name, sign legal pleadings on its behalf and to perform the acts necessary and appropriate to effect the above described legal representation.

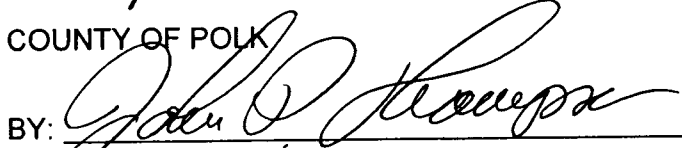
Please sign in the space provided below so that I may begin working on the County of Polk's behalf. If you have any questions concerning my fees or this legal matter, please call me at (936) 327-5483.

Very truly yours,



E.L. McClendon, Jr.
ELM/pah

SIGNED on this 22 day of July, 2008.

COUNTY OF POLK

BY: 

SIGNED on this 14th day of May, 2008.


E.L. McClendon, Jr.