



RECEIVED

MAY 05 2015

N.C. DEPT. OF TRANSPORTATION
OFFICE OF THE SECRETARY

Thomas N. Griffin, III
Partner
Telephone: 704.335.9049
Direct Fax: 704.335.9567
tomgriffin@parkerpoe.com

Charleston, SC
Charlotte, NC
Columbia, SC
Raleigh, NC
Spartanburg, SC

May 1, 2015

Shelley R. Blake, Esq.
General Counsel
North Carolina Department of Transportation
1501 Mail Service Center
Raleigh, NC 27699-1501

Re: *Yadkin Riverkeeper OAH Proceeding*

Dear Ms. Blake:

Thank you for engaging Parker Poe Adams & Bernstein LLP to represent the North Carolina Department of Transportation in connection with (i) the Yadkin Riverkeeper's challenge to the Monroe Connector/Bypass project in the Office of Administrative Hearings, and (ii) [REDACTED]. We very much appreciate your confidence and look forward to working with you.

We understand that we will be assisting attorneys from the North Carolina Department of Justice in their defense of the Litigation. We will be ready to assist on whatever tasks that you and your NCDOJ attorneys deem appropriate as the Litigation proceeds, and understand that the scope of our services may be expanded or contracted from time to time during the course of the engagement.

I will be the firm attorney primarily in charge of this engagement, and I anticipate that Court Walsh or another of our associates will assist me. I will keep you informed about our team. My rate for this matter is \$395 per hour, and our associate's will be \$285 per hour. These amounts will be "flat rates," such that any partner who may help on the file will be billed at \$395 per hour, and any non-partner (e.g., an associate or counsel) at \$285 per hour. I also expect that we may need to call on a paralegal when it is appropriate and cost-effective to do so. I have set my paralegal's rate for this matter at \$180 per hour (it is usually \$210 per hour). As I mentioned, I might ask that you consider an appropriate increase in these rates as this matter proceeds over time, but we would not have that conversation until it is time to consider rates for 2016. Our goal is to provide you efficient and effective legal work at an appropriate rate, and I am always available to talk with you about how the matter is being handled and who is doing the work.

PPAB 2791315v1

Shelley R. Blake, Esq.
May 1, 2015
Page 2

We have discussed the fact that Parker Poe has a number of clients who are involved in matters adverse to NCDOT. The Rules of Professional Conduct, which govern our conduct as lawyers in situations where two current clients are on opposite sides of a matter, require us to determine, among other things, whether the firm will be able to provide competent and diligent representation to each affected client in spite of the conflict. If so, the firm must obtain consent to proceed from each affected client after full disclosure of the conflict of interest. The Rules also require us to protect any information obtained during our representation of each client and keep it confidential. We have carefully considered the nature of the matters where we are adverse to NCDOT, and the nature of the Litigation, and believe we can continue to protect all confidential information and provide competent and diligent representation to each client in their respective matter. It is possible (although we believe it unlikely) that at some point in the future a conflict could arise in the future that we believe is material. If this were to occur, we would inform each party involved and determine how best to proceed at that time.

We have also discussed the fact that Parker Poe frequently represents other clients on matters adverse to the NCDOT, including condemnation matters and those involving the sale or purchase of property interests ("Condemnation/Property Matters"). I would be grateful if you would confirm that NCDOT agrees to a "standing waiver" of the potential conflicts of interest arising from Parker Poe's representation of the NCDOT in the Litigation and our concurrent representation of other clients in Condemnation/Property Matters arising after the date of this letter. We understand that you may rescind the standing waiver in the future, and also that the standing waiver does not apply to representation of any client on any matter related to the Monroe Connector/Bypass. If it were appropriate to do so, we would need to seek any such waivers separately.

I would appreciate it greatly if you would confirm your consent, by executing below, to (a) our firm's representation of our other clients, and (b) our firm's prospective representation of clients in Condemnation/Property Matters that are unrelated to the Monroe Connector/Bypass. Please then return a copy of this letter to me for my file.

Finally, I have enclosed our Standard Terms of Engagement, which we consider to be part of this engagement letter (the discussion of establishing our rates is superseded by my explanation above). Please let me know if you have any questions about these terms.

Again, we sincerely appreciate you calling on us to help.

Very truly yours,



Thomas N. Griffin III

TNG/cmh
Attachments

cc: Scott T. Slusser, Esq. (NCDOJ)
William A. Smith, Esq. (NCDOT)
Jason S. Thomas, Esq. (NCDOJ)

Shelley R. Blake, Esq.
May 1, 2015
Page 3

Acknowledged and Accepted:

North Carolina Department of Transportation (and its Secretary Anthony J. Tata)

By: Shelley Blake

Title: General Counsel

Date: 5/8/15

PARKER POE ADAMS & BERNSTEIN LLP

STANDARD TERMS OF ENGAGEMENT REGARDING LEGAL REPRESENTATION

1. Scope of Work and Limitations. The scope of our work and the limitations on the services to be performed will be in accordance with the Engagement Letter.
2. No Fixed Fee/Estimates. It is usually impossible to determine at the beginning of a matter the full nature and extent of the legal services which may ultimately be necessary on the client's behalf because much of the work may depend on the responses of other parties, agencies or courts, or upon facts not yet known. Therefore, the compensation for our services will not be a fixed fee with respect to all or any part of the engagement, but rather a fee based primarily upon the time devoted to the client's matter. Our hourly rates are subject to change from time to time, without notice. Although our fees are based primarily upon time expended, we also may give consideration to the novelty and difficulty of the questions involved, the skill required to perform the task properly, the result obtained and any time constraints imposed by the client or by the circumstances. Any oral or written estimate of fees is only an estimate, based upon preliminary information available at the time of such estimate; actual fees and costs may vary from any such estimate. You agree to pay the actual fees and disbursements billed in accordance with these Standard Terms of Engagement.
3. Disbursements and Expenses. In addition to the fees described above, the client will be charged for disbursements, including, but not limited to, photocopying, deposition expenses, travel, long distance telephone calls, express mail, facsimile fees, delivery service, messenger fees, court fees, filing fees, and other costs reasonably incurred for the client. We will either advance such costs on our client's behalf or ask the client to pay them directly or in advance, where appropriate. Any fees of expert witnesses or other professionals retained with the prior consent of the client to assist in the legal representation may be billed directly to the client, who will pay such bills when incurred.
4. Monthly Statements. Unless a different billing period is agreed upon with our client, we will render monthly or other periodic statements indicating the current status of the account as to both fees and disbursements. These statements will be payable upon receipt. If statements are not paid in full within thirty days, the firm reserves the right to impose a late payment charge of 1 1/2% per month from the date of the statement until paid. At the time of rendering a statement we may not yet have the full bill for all expenses related to matters which have been handled for the client. Therefore, it is possible that an expense bill will be sent to a client after completion of the work. Should the client have any questions concerning a statement rendered by the firm, we welcome inquiries directly to the attorney primarily responsible for the work or to the firm's Controller. If it should become necessary for collection steps to be undertaken for collection of our fees or disbursements, the client will be responsible for the payment of all related collection costs and expenses, including reasonable attorney's fees.
5. Retainer. Any retainer to be paid by the client will normally be less than the firm's ultimate fees and disbursements. Such a retainer is not intended as a limitation upon our fees and disbursements. We may apply the retainer toward unpaid fees and disbursements from time to time as they accrue, in which event the client may be called upon to make additional deposits to restore the retainer to its original level.
6. Client Trust Accounts. The firm may not ethically deposit any funds belonging to clients in firm operating or personal bank accounts. In order to comply with the Rules of

Professional Conduct, we deposit all funds belonging to our clients into a trust bank account and we are obligated to account to all clients for the receipt and disbursement of those funds. We will notify clients of the receipt of funds belonging to clients and pay those to clients or on clients' behalf. Under current law and applicable Rules establishing a program known as Interest on Lawyers' Trust Accounts (IOLTA), a trust account can earn interest. All interest earned on such an account must by law be used for public purposes. Under no circumstances can the client or this firm or its attorneys personally receive any of the interest earned. Any interest earned on such accounts is delivered by the depositing bank directly to the Bar IOLTA foundation and is expended by that foundation in the public interest.

7. No Guaranteed or Contingent Outcome. While we will perform our professional services on behalf of the client to the best of our ability under the circumstances, we cannot and have not made any guarantees regarding the outcome of our professional efforts. Any expressions about the possible outcome of the matter or the results achievable are our best professional estimates only, and are limited by our knowledge at the time they are expressed.

8. Communications. Periodic billing statements will help our clients keep informed of the progress of the engagement. As requested, we will also send to the client copies of pertinent correspondence, documents and other materials prepared or received by us in the course of the representation. The client is encouraged to contact us as to any questions or comments regarding the services, fees, or status of the matter or as to any pertinent facts or considerations which may come to the attention of the client. Material information and documents received by the client should be forwarded to the firm without delay.

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10. Confidentiality. The firm will protect the confidence of the client and will not divulge confidential information concerning the client's business or legal matters, as required by the Rules of Professional Conduct. However, we understand that, unless you advise us to the contrary, you do not object to our mentioning to others our representation of you or our listing of your name as one of our clients in professional literature or in material published about this law firm.

11. Termination. The firm reserves the right to withdraw from representing the client upon written notice at any time, with or without cause. Likewise, the client may terminate the firm's services prospectively upon written notice to the firm.



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OCT 02 2014

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Spartanburg, SC

September 29, 2014

Shelley R. Blake, Esq.
General Counsel
North Carolina Department of Transportation
1501 Mail Service Center
Raleigh, NC 27699-1501

Re: Real Estate Projects

Dear Shelley:

Thank you for engaging Parker Poe Adams & Bernstein LLP to assist the North Carolina Department of Transportation with various real estate matters. We very much appreciate this additional opportunity to work with you.

Thank you also for sending along the proposed Scope of Work for our services. For ease of reference, I have excerpted the scope from your recent e-mail and attached it to this letter. We will be ready, of course, to assist on these projects as your needs arise. We also understand that the scope of our services may be expanded or contracted from time to time during the course of the engagement.

Jeff Bandini will be in charge of this engagement, and his rate will be \$395 per hour. Jeff will be assisted by members of his team, whose rates will range from \$250 per hour to \$305 per hour for lawyers, and will be \$180 per hour for paralegals. It is possible that I might help Jeff from time to time on discrete matters, and my rate will also be \$395 per hour. I might ask that you consider an appropriate increase in these rates as our work proceeds over time, but we would not have that conversation until it is time to consider rates for 2016. Our goal is to provide you efficient and effective legal work at an appropriate rate, and I am always available to talk with you about how the matter is being handled and who is doing the work.

PPAB 2575055v1

To the extent necessary, we will be addressing conflicts of interest as you request our services in specific matters. I would, however, like to confirm one aspect of conflicts at this time. As we discussed in the Monroe Bypass litigation, Parker Poe frequently represents other clients on matters adverse to NCDOT, including condemnation matters and those involving the sale or purchase of property interests ("Condemnation/Property Matters"). I would be grateful if you would confirm that NCDOT agrees to a "standing waiver" of the potential conflicts of interest arising from Parker Poe's representation of the NCDOT in matters related to the attached scope of work, and our concurrent representation of other clients in Condemnation/Property Matters. We understand that you may rescind the standing waiver in the future, and also that the standing waiver does not apply to representation of any client on any matter related to the Monroe Connector/Bypass. If it were appropriate to do so, we would need to seek any such waivers separately.

Finally, I have enclosed our Standard Terms of Engagement, which we consider to be part of this engagement letter (the discussion of establishing our rates is superseded by my explanation above). I would be grateful if you would confirm your consent to the standing waiver, as well as the terms of this engagement, by executing below and returning a copy of this letter.

Again, we sincerely appreciate your calling on us to help.

Very truly yours,



Thomas N. Griffin III

TNG/cmh
Attachments

Acknowledged and Accepted:

North Carolina Department of Transportation

By: Shelley Blake

Title: General Counsel

Date: 10/24/14

SCOPE OF WORK FOR PARKER POE ADAMS & BERNSTEIN
ENGAGEMENT LETTER

September 29, 2014

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

PARKER POE ADAMS & BERNSTEIN LLP

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Professional Conduct, we deposit all funds belonging to our clients into a trust bank account and we are obligated to account to all clients for the receipt and disbursement of those funds. We will notify clients of the receipt of funds belonging to clients and pay those to clients or on clients' behalf. Under current law and applicable Rules establishing a program known as Interest on Lawyers' Trust Accounts (IOLTA), a trust account can earn interest. All interest earned on such an account must by law be used for public purposes. Under no circumstances can the client or this firm or its attorneys personally receive any of the interest earned. Any interest earned on such accounts is delivered by the depositing bank directly to the Bar IOLTA foundation and is expended by that foundation in the public interest.

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10. Confidentiality. The firm will protect the confidence of the client and will not divulge confidential information concerning the client's business or legal matters, as required by the Rules of Professional Conduct. However, we understand that, unless you advise us to the contrary, you do not object to our mentioning to others our representation of you or our listing of your name as one of our clients in professional literature or in material published about this law firm.

11. Termination. The firm reserves the right to withdraw from representing the client upon written notice at any time, with or without cause. Likewise, the client may terminate the firm's services prospectively upon written notice to the firm.



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Charleston, SC
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Raleigh, NC
Spartanburg, SC

August 5, 2014

Shelley R. Blake, Esq.
General Counsel
North Carolina Department of Transportation
1501 Mail Service Center
Raleigh, NC 27699-1501

Re: *Clean Air Carolina et al. v. NCDOT et al.*

Dear Ms. Blake:

Thank you for engaging Parker Poe Adams & Bernstein LLP to represent the North Carolina Department of Transportation, and its Secretary Anthony J. Tata, (collectively "NCDOT") in connection with the latest federal court litigation concerning the Monroe Connector/Bypass project in Union County (the "Litigation"). We very much appreciate your confidence and look forward to working with you.

We understand that we will be assisting attorneys from the North Carolina Department of Justice in their defense of the Litigation.

[REDACTED]

I will be the firm attorney primarily in charge of this engagement, and I anticipate that Court Walsh will assist me. Others may assist as and when appropriate, and I will keep you informed about our team. My rate for this matter is \$395 per hour, and Court's will be \$285 per hour. These amounts will be "flat rates," such that any partner who may help on the file will be billed at \$395 per hour, and any non-partner (e.g., an associate or counsel) at \$285 per hour. I also expect that we may need to call on a paralegal when it is appropriate and cost-effective to do so. I have set my paralegal's rate for this matter at \$180 per hour (it is usually \$210 per hour). As I mentioned, I might ask that you consider an appropriate increase in these rates as this matter proceeds over time, but we would not have that conversation until it is time to consider rates for 2016. Our goal is to provide you efficient and effective legal work at an appropriate rate, and I am always available to talk with you about how the matter is being handled and who is doing the work.

PPAB 2516648v1

Shelley R. Blake, Esq.
August 5, 2014
Page 2

Also on the topic of fees, we have discussed my preliminary estimates for the scope of services based on our initial and cursory review of information. Our actual fees and costs may vary from those estimates as we learn more about the case, although we will communicate with you as the matter progresses so that you are aware of our work and we can adjust our efforts as necessary to meet your budget needs.

We have also been discussing the fact that Parker Poe has a number of clients who are involved in matters adverse to NCDOT (I have provided a list of those clients as an attachment to this letter). The Rules of Professional Conduct, which govern our conduct as lawyers in situations where two current clients are on opposite sides of a matter, require us to determine, among other things, whether the firm will be able to provide competent and diligent representation to each affected client in spite of the conflict. If so, the firm must obtain consent to proceed from each affected client after full disclosure of the conflict of interest. The Rules also require us to protect any information obtained during our representation of each client and keep it confidential. We have carefully considered the nature of the matters where we are adverse to NCDOT, and the nature of the Litigation, and believe we can continue to protect all confidential information and provide competent and diligent representation to each client in their respective matter. It is possible (although we believe it unlikely) that at some point in the future a conflict could arise in the future that we believe is material. If this were to occur, we would inform each party involved and determine how best to proceed at that time.

I mentioned to Scott Slusser that Parker Poe frequently represents other clients on matters adverse to the NCDOT, including condemnation matters and those involving the sale or purchase of property interests ("Condemnation/Property Matters"). I would be grateful if you would confirm that NCDOT agrees to a "standing waiver" of the potential conflicts of interest arising from Parker Poe's representation of the NCDOT in the Litigation and our concurrent representation of other clients in Condemnation/Property Matters arising after the date of this letter. We understand that you may rescind the standing waiver in the future, and also that the standing waiver does not apply to representation of any client on any matter related to the Monroe Connector/Bypass. If it were appropriate to do so, we would need to seek any such waivers separately.

I also wanted to follow up on my e-mail exchanges with Scott related to the fact that one of my partners, John Hairr, currently serves on the board of the North Carolina Wildlife Federation ("NCWF"), a non-profit organization that is a plaintiff in the Litigation. We are permitted to proceed with our representation of NCDOT in the Litigation, subject to certain screening and related procedures that are outlined in a formal opinion of the North Carolina State Bar, 2002 FEO 2. I am confirming to you that we are establishing the screening procedures here at Parker Poe, and that John has discussed this matter with the NCWF and appropriate procedures will be followed at that organization, as well. Please let me know if you have any further questions about this situation.

I would appreciate it greatly if you would confirm your consent, by executing below, to (a) our firm's representation of our other clients as reflected on the attached exhibit, (b) John Hairr's continued service on the NCWF board, subject to the proper procedures being in place, and (c) our firm's prospective representation of clients in Condemnation/Property Matters that are unrelated to the Monroe Connector/Bypass. Please then return a copy of this letter to me for my file.

Shelley R. Blake, Esq.
August 5, 2014
Page 3

Finally, I have enclosed our Standard Terms of Engagement, which we consider to be part of this engagement letter (the discussion of establishing our rates is superseded by my explanation above). Please let me know if you have any questions about these terms.

Again, we sincerely appreciate you calling on us to help.

Very truly yours,


Thomas N. Griffin III

TNG/cmh
Attachments

cc: Scott T. Siusser, Esq. (NCDOJ)
William A. Smith, Esq. (NCDOT)
Jason S. Thomas, Esq. (NCDOJ)

Acknowledged and Accepted:

North Carolina Department of Transportation (and its Secretary Anthony J. Tata)

By: Shelley Blake

Title: General Counsel

Date: 8/22/2014

Attachment to Letter of August 5, 2014

Charlotte Pipe and Foundry (sale of property).
Crescent Communities (condemnation)
Duke Energy (two different condemnation actions)
Freddie Mac (condemnation).
Harris Teeter (condemnation).
Major Management LLC (two condemnation actions)
The Triangle Transit Authority (sale of property)
Vecellio & Grogan (contract dispute)
W.P. Carey (condemnation)
Wells Fargo (condemnation)

PARKER POE ADAMS & BERNSTEIN LLP

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PARKER POE ADAMS & BERNSTEIN LLP

THREE WELLS FARGO CENTER
SUITE 3000
401 S. TRYON STREET
Charlotte, North Carolina 28202-1942
Phone 704-372-9000

TO:
Shelley Blake, General Counsel
North Carolina Department of Transportation
1501 Mail Service Center
Raleigh, NC 27699-1501

INVOICE DATE: JUNE 26, 2015
BILLING CYCLE: MAY 31, 2015

LITIGATION MATTER	TOTAL
Monroe Bypass	\$20,274.92
TOTAL DUE	\$20,274.92

PARKER POE ADAMS & BERNSTEIN LLP

THREE WELLS FARGO CENTER
 SUITE 3000
 401 S. TRYON STREET
 Charlotte, North Carolina 28202-1942
 Phone 704-372-9000

TO:
Shelley Blake, General Counsel
North Carolina Department of Transportation
1501 Mail Service Center
Raleigh, NC 27699-1501

INVOICE DATE: JUNE 11, 2015

BILLING CYCLE: APRIL 30, 2015

LITIGATION MATTER	TOTAL
Monroe Bypass	\$27,933.51
TOTAL DUE	\$27,933.51

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INVOICE DATE: APRIL 30, 2015
BILLING CYCLE: MARCH 31, 2015

LITIGATION MATTER	TOTAL
Monroe Bypass	\$2063.91
TOTAL DUE	\$2,063.91

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INVOICE DATE: MARCH 19, 2015
BILLING CYCLE: FEBRUARY 28, 2015

LITIGATION MATTER	TOTAL
Monroe Bypass	\$63,819.75
TOTAL DUE	\$63,819.75

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INVOICE DATE: FEBRUARY 27, 2015

BILLING CYCLE: JANUARY 31, 2015

LITIGATION MATTER	TOTAL
Monroe Bypass	\$2,326.86
TOTAL DUE	\$2,326.86

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INVOICE DATE: DECEMBER 04, 2014

BILLING CYCLE: NOVEMBER 30, 2014

LITIGATION MATTER	TOTAL
Monroe Bypass	\$716.45
TOTAL DUE	\$716.45

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North Carolina Department of Transportation
1501 Mail Service Center
Raleigh, NC 27699-1501

INVOICE DATE: NOVEMBER 13, 2014

BILLING CYCLE: OCTOBER 31, 2014

LITIGATION MATTER	TOTAL
Monroe Bypass	\$1,081.05
TOTAL DUE	\$1,081.05

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1501 Mail Service Center
Raleigh, NC 27699-1501

INVOICE DATE: OCTOBER 15, 2014
BILLING CYCLE: SEPTEMBER 30, 2014

LITIGATION MATTER	TOTAL
Monroe Bypass	\$4,393.62
TOTAL DUE	\$4,393.62

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North Carolina Department of Transportation
1501 Mail Service Center
Raleigh, NC 27699-1501

INVOICE DATE: SEPTEMBER 25, 2014

BILLING CYCLE: AUGUST 31, 2014

LITIGATION MATTER	TOTAL
Monroe Bypass	\$10,488.66
TOTAL DUE	\$10,488.66