

**Brownstein Hyatt
Farber Schreck**

Ryan Smith
Shareholder
202.747.0507 tel
202.296.7009 fax
Rsmith@bhfs.com

July 31, 2017

Mr. Eric Duthie
Town Manager, Town of Tusayan
PO Box 709, 845 Mustang Drive,
Tusayan, AZ, 86023

RE: Fee Agreement

Dear Eric:

You have asked us, and we have agreed, to provide the Town of Tusayan (the "Town") federal representation in connection with the matters set forth below in the Scope of Work. We are amenable to broadening the scope of the agreement if you should request in the future.

Scope of Work

Our engagement will encompass advising and representing Tusayan before Congress and the Administration, including the Forest Service and the Department of the Interior, in connection with its special use permit application to approve roadway and utility easements on property managed by the Kaibab National Forest.

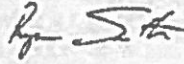
Fees

For the Scope of Work provided above, our monthly retainer will be \$15,000 a month for a term of twelve (12) months with the option to renew thereafter. Tusayan would have the ability to terminate the agreement upon thirty (30) days written notice.

In addition to charging fees for these services, BHFS would also charge for certain out-of-pocket costs we incur. Charges for long distance telephone calls (domestic only), telecopy charges (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff are covered by an administrative fee, currently equal to 2.5% of the fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other fees, such as, filing fees, service of process fees, transcript and deposition fees, computer-assisted legal research fees, overnight delivery service charges, travel, meals, hotel accommodations, expert witnesses, or investigative fees, those will be billed separately.

We are excited to work with you and the Town. Should you have any questions, please do not hesitate to contact me

Very truly yours,
BROWNSTEIN HYATT FARBER SCHRECK, LLP



Ryan A. Smith

ACCEPTED AND AGREED TO:

By: 

Date: 8/1/17