BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

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Mr. Robb Etnyre
General Manager
Truckee Tahoe Airport District
10356 Truckee Tahoe Airport Rd.
Truckee, CA 96161

Re: Informed Written Consent to Conflict of Interest

Dear Mr. Etnyre:

As you know, Truckee Tahoe Airport District (the "District") has asked Best Best & Krieger, LLP ("BBK" or the "Firm") to represent it in reviewing a purchase and sale agreement and drafting a Surplus Land Act exemption resolution (the "Matter"). The Matter involves the Town of Truckee (the "Town"). As we have discussed, BBK represents the Town in matters unrelated to the Matter. Because the District's interests in the Matter may be adverse to the Town's, BBK's handling of that matter creates a conflict of interest for the firm under the applicable rules of professional conduct.

Rule 1.7 of the California Rules of Professional Conduct provides in pertinent part:

(a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.

(b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.

. . .

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), . . . and:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law; and

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

Our representation of the District in a matter that may be adverse to the Town, given our unrelated representation of the Town, is not prohibited but requires the District's consent. The purpose of this letter is to request that consent from the District to our representation of the District in matters that may be adverse to the Town given our unrelated representation of the Town.

We do not believe our unrelated representation of the Town in unrelated matters will impair the competence, diligence or loyalty with which we will represent the District, nor will it otherwise materially limit our representation of the District or impair our independent professional judgment in any way. For example, we do not believe we will be tempted to favor the interests of one client over the other, nor do we think the relationship will create any appearance of impropriety. However, these are all things you should consider before signing this conflict waiver letter.

In the event that circumstances change or we become aware of new information that requires client consent or new notice, each client will be notified of that fact immediately, and continued representation will be subject to that notice and the informed written consent of each client will be obtained as necessary.

Your execution of this letter will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct previously quoted in this letter. Please consider this matter carefully, and do not hesitate to contact us if you have any questions or concerns. You may wish to confer with independent legal counsel regarding this disclosure and your consent, and you should feel free to do so.

Best regards,

Joshua Nelson
Partner
for BEST BEST & KRIEGER LLP

AGREED AND ACCEPTED:

Truckee Tahoe Airport District

By: _____

Dated: _____