

April 6, 2026

Via Email ([Bridget.Casey@co.snohomish.wa.us](mailto:Bridget.Casey@co.snohomish.wa.us);  
[kevin@village-life.net](mailto:kevin@village-life.net))

Bridget Casey  
Chief Civil Deputy Prosecuting Attorney  
Civil Division, Snohomish County Prosecuting Attorney's Office  
3000 Rockefeller Avenue  
Everett, WA 98201

Kevin Ballard  
Village Life, Inc.  
19020 33rd Ave W #450  
Lynnwood, WA 98036

*Re: Conflict Waiver*

Dear Ms. Casey and Mr. Ballard:

Hillis Clark Martin & Peterson P.S. (“HCMP”) represents Snohomish County (the “County”) as bond counsel under a contract that currently extends to July 14, 2027. HCMP also represents the Snohomish County Airport and Public Works Department as the County’s environmental counsel in connection with various contaminated properties and regulated facilities. For purposes of this letter, the work that HCMP does for the County will be referred to as the “County Scope of Work.”

HCMP also represents numerous property developers regarding land use regulatory issues with the goal of securing entitlements for development projects in the Puget Sound area. We have been asked by Village Life, Inc. (“Village Life”) to provide such land use counsel related to a development project in Snohomish County at 4029 204th St., Bothell, as further detailed below (the “Land Use Scope of Work”).

Pursuant to the ethical guidelines that govern attorneys in Washington, whenever we are asked to perform services on behalf of a client or prospective client who is or may become involved in a matter with another of the firm’s clients, we are required to obtain the written consent of both parties to such representation, based upon full disclosure and understanding of the potential and actual conflicts of interest that are inherent in such representation.

Under our ethical guidelines, we owe a duty of loyalty to each of you in connection with each matter we undertake on your behalf. In providing professional services to the County in connection with the County Scope of Work, we will owe a duty to advance only

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the County's interests related to those matters. Likewise, in providing professional services to Village Life in connection with the Land Use Scope of Work, we will owe a duty to advance only Village Life's interests related to that matter. The Land Use Scope of Work will entail providing legal advice to Village Life regarding land use regulations throughout review and after issuance of the entitlements, representing Village Life at administrative hearings, and potentially representing Village Life in judicial appeals or other challenges of the County's entitlement decision(s).

We do not anticipate that providing representation to the County or Village Life related to the respective scopes of work will affect our relationship with either of you. The County Scope of Work and the Land Use Scope of Work are unrelated matters, and the HCMP attorneys who work on each do not and will not work on the other scope.

For clarity, and in an abundance of caution, our IT department will implement a technological screen that will prevent (a) any attorney with our firm that is working with the County on the County Scope of Work from accessing any of our files related to our firm's work on behalf of Village Life in the Land Use Scope of Work, and (b) will prevent any attorney with our firm that is representing Village Life in the Land Use Scope of Work on any matters from accessing any of our files related to our firm's work as counsel to the County in the County Scope of Work.

As noted above, the Land Use Scope of Work may involve representation of Village Life in judicial appeals or other challenges to the County's entitlement decisions. Except for this work, we will not represent Village Life in any litigation, disputes or adversarial proceedings against the County. We also would not represent the County in any challenges to the County's entitlement decisions or other adversarial proceedings referenced in this paragraph against Village Life. We understand the County already has counsel that represents it in all such matters.

We want to be sure that you understand these issues and that you are comfortable with our representation of the other party. Pursuant to the ethical guidelines governing attorneys, we are required to confirm this consent in writing. By signing below, the County and Village Life each consent to the representation contemplated herein.

If you have any questions regarding this consent to our representation, please do not hesitate to contact me or your respective HCMP attorney contact. If you are comfortable with our representation as described above, please have an authorized representative of your organization sign this letter as indicated below and return it to me as soon as possible.

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Your attention to this matter is much appreciated.

Very truly yours,

*Nicole E. De Leon*

Nicole E. De Leon

*E-Mail: nicole.deleon@hcmp.com*

*Direct Dial: 206-470-7644*

*Cc: Michelle Corsi*

*Sean Reay*

*Rebecca Guadamud*

*Consent Signature Page Follows*


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**CONSENT**

Each of the undersigned acknowledges the potential conflict of interest and associated limitations and representations discussed above and, nevertheless, consent, subject to those limitations, to Hillis Clark Martin & Peterson P.S., providing the representation described in this letter.

SNOHOMISH COUNTY

April 21, 2026  
\_\_\_\_\_  
*Date*

By   
\_\_\_\_\_  
Name: Heidi Beazizo  
Its: Council Chief of Staff

VILLAGE LIFE, INC.

\_\_\_\_\_  
*Date*

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_