

MURPHY & WALKER, P.L.

TERMS OF ENGAGEMENT AGREEMENT

This statement sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this Agreement carefully and contact us promptly if you have any questions. We suggest that you retain this Agreement in your file. As used in this Agreement, “you” means all client signatories to this agreement, jointly and severally.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be communicated to us promptly.

You have retained us to represent you in connection with matters pertaining to Florida East Coast Railway and All Aboard Florida.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Your Responsibilities

Your cooperation in this matter is very important. You agree to keep us informed of all relevant facts and circumstances and respond promptly to all communications to you.

You agree to provide us with secure contact information consisting of street addresses, telephone numbers, and e-mail addresses, and to keep us advised of changes to any such contact information.

You agree to cooperate in the preparation and litigation of the case, to appear on reasonable notice for negotiations, mediations, depositions, and court appearances, and to comply with all reasonable requests made of you in connection with preparation and presentation of the case.

It is the client’s right to receive copies of all important papers prepared on the client’s behalf or received from the court or the other side. You agree to maintain these copies in good order and to contact us to explain any papers you do not understand.

You agree to preserve and maintain all paper documents and electronically stored information relating to your claims and all facts and circumstances surrounding them. You understand that the loss, destruction or deletion of any such documents or electronically stored information may result in court sanctions including but not limited to striking of pleadings, dismissal of claims and/or monetary sanctions.

You understand that electronically stored information is a broad concept under Florida law, and includes information stored not just on computers, but on any electronic medium such as web-based servers, personal data assistants, smart phones, cell phones and mp3 players. You agree to preserve and maintain all such electronic devices and media to prevent deletion or loss of data relating to your case.

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Who Will Provide the Legal Services

Each client of the firm is served by a principal attorney contact. Your principal attorney contact is **Casey Walker**. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by **Brooke Odom**. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient, cost effective and timely basis. Casey Walker's paralegal is **Ann Volkman**. Whenever practicable, we will advise you of the names of the attorneys and legal assistants who work on your matters should it be subject to any change.

Fees and Costs

The firm will bill for Casey Walker's time at the rate of \$290.00 per hour. We will also utilize associate attorneys from time to time, and will bill for their time at rates not to exceed \$200.00 per hour. We will also utilize law clerks and paralegals from time to time, and will bill for their time at rates not to exceed \$125.00 per hour. It is understood that the hourly time charges include, but are not limited to: court appearances, telephone conferences, office conferences, legal research, depositions, review of file materials and documents sent and received; preparation for trials, hearings, depositions and conferences; drafting of pleadings, instruments, office memoranda and correspondence, and travel time. We record our time in units of tenths (.1) of an hour, or six (6)-minute intervals.

Additionally, you will be responsible for all costs incurred on your behalf. These typically include charges made by outside experts and consultants, including accountants, appraisers, and other legal counsel (unless arrangements for direct billing have been made); and charges for automated document production (word processing). We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree that these costs will always be paid on a regular basis.

The firm will bill you on a monthly basis and payment is due upon receipt of our statement. Please make your checks payable to Murphy & Walker, P.L.

If our fees are not paid timely, we will terminate our services and withdraw from any proceeding or case then pending. Additionally, should it become necessary, you will be responsible for any costs and attorneys' fees incurred by this firm in collecting any unpaid and outstanding balances owed. We shall have a lien on all of your documents, property, or money in our possession for the payment of all sums due us from you under the terms of this Agreement and/or a charging lien, as appropriate.

Retainer

The firm does not require a retainer at this time.

Commencement of Representation

Please review this Agreement carefully and contact us with any questions or concerns you may have. If there are no questions or concerns, please return an executed copy of this Agreement at your earliest convenience. We are certain you understand that this firm will not be able to take

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any steps to protect your interests in this or any other matter until it is in receipt of a copy of this Agreement signed by you. Once we are in receipt of the signed Agreement from you, we will sign and return a copy of it for your records.

We appreciate your interest in our Firm and look forward to a productive and successful attorney-client relationship with you.

INDIAN RIVER COUNTY

By: _____
DYLAN REINGOLD
County Attorney

Address: 1801 27th Street
Vero Beach, FL 32960

Email: dreingold@ircgov.com

Phone no: 772-226-1427

Dated: December _____, 2018

ACCEPTANCE

Murphy & Walker, P.L. accepts employment on the terms stated herein.

Dated this ____ day of December, 2018.

MURPHY & WALKER, P.L.
2001 U.S. Hwy 1
Vero Beach, Florida 32960
Phone: (772) 231-1900
Facsimile: (772) 231-4387
cwalker@murphywalker.com

By: _____
Casey Walker