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October 15, 2015

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City of DeBary
c/o Roger Van Auker
Post Office Box 1048
DeBary, FL 32713

Re: Master Infrastructure Financing Plan - SunRail

Dear Mr. Van Auker:

From my experience, I have learned that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for these services. This letter is intended to advise you regarding the nature and scope of the legal services we have agreed to render for you, as well as the amount of our fees for these services. I invite you to view our web site at www.CobbCole.com should you desire further information about me or the firm.

1. Nature of Legal Services. You have asked for us to advise the City of DeBary regarding master infrastructure financing for the transit oriented development area surrounding the DeBary SunRail station.

2. Fees for Services. Our charges are based upon the time expended and the experience of the attorneys furnishing the services. We will charge for our services on the basis of hourly rates established from time to time for the attorneys and paralegals of our firm. We will be personally responsible for representing you in all aspects of this representation. We may have other attorneys, with unique expertise, and paralegals assist us as needed. The current hourly billing rates for attorneys and paralegals expected to work on your case are as set forth below:

Mark A. Watts	\$295.00
Michael J. Woods	\$270.00
Paralegal	\$140.00

If an attorney or paralegal not listed above assists with this matter, their time will be charged at their normal hourly rate. We will attempt to utilize those lawyers and paralegals



City of DeBary
October 15, 2015
Page 2

having the lowest hourly billing rates that are commensurate with the degree of specialization and level of experience required in order to achieve your objectives.

3. Other Fees, Charges, and Expenses. During the course of our representation, we may incur other fees, charges and expenses. Such expenses include, but are not limited to, charges for filing papers with government agencies, courier or messenger services, long distance telephone calls, copying materials, overtime clerical assistance, travel expenses, facsimile, computer-assisted research, and postage. You agree to reimburse Cobb Cole for all out-of-pocket expenses paid by us, or, if you are billed directly for these expenses, to make prompt, direct payments to the originators of the bills.

4. Schedule of Billing and Payments. Fees, determined by the method described above, will be billed approximately monthly and upon completion. The monthly statements will summarize each matter for which legal services were rendered. The statements will also separately include disbursements and miscellaneous costs advanced on your behalf. The amounts shown due on the statements will be due thirty (30) days from the date of the statement.

If you have any questions or disagreements regarding the amount or information on the monthly statement, you should advise us in writing within fifteen (15) days from the date of the statement and we will make sure those questions or disagreements are promptly addressed. Otherwise, we will assume that you agree to pay the amount on Cobb Cole's statement.

5. Information to be Made Available to You. We will assert a diligent effort to assure that you are informed at all times as to the status of all matters and as to the courses of action which are being followed or are being recommended by us. We agree to provide you with copies of all correspondence addressing material issues, and other relevant documents. Such copies shall be provided to you at your expense. All of our work product will be owned by Cobb Cole.

6. Termination of Representation. The relationship established by this letter may be terminated as follows:

We reserve the right to withdraw if you fail to honor the terms of this letter or for any just reason as permitted or required under the Rules of Professional Conduct as adopted by the Florida Bar and the Florida Supreme Court or as permitted by the rules of courts of the State of Florida. Notification of withdrawal shall be made in writing to you. In the event of such withdrawal, you agree to promptly pay Cobb Cole for all services rendered by Cobb Cole and all other fees, charges, and expenses incurred pursuant to this Agreement prior to the date of such withdrawal.

You have the right to terminate our representation with cause if Cobb Cole fails to honor this Agreement or without cause. Notification of the termination shall be made in writing to Cobb Cole. In the event of any such termination by you, you shall promptly reimburse Cobb



City of DeBary
October 15, 2015
Page 3

Cole for all other fees, charges, and expenses incurred pursuant to this Agreement prior to the date of such termination.

7. Effort and Outcome. We agree to use our best efforts in representing you in this matter. However, because of the unpredictable nature of zoning and land use matters, we have not given, nor will we give, any assurances regarding the outcome of any matter assigned to Cobb Cole.

8. Retention of Files. During the course of your matter, you may be required to provide to us documents such as tax records, expense records, bank records, deeds, etc. We will hold these records for you during the pendency of your action. At the conclusion of your matter, we will contact you and make arrangements for the return of the records you provided if the records were not already returned to you. We will retain the balance of your file for an appropriate time period. It is your responsibility to secure the return of your records. If arrangements are not made for the return of your file within six years following the conclusion of your matter, it will be destroyed.

If the general terms outlined herein for engagement of the firm are agreeable to you, please sign below and return this letter to my office. We are grateful for the opportunity to work with you, appreciate your confidence in us, and look forward to the opportunity to provide said representation. At any time during your representation, if you have any questions or concerns, please do not hesitate to contact me directly. Thank you.

Sincerely,

Mark A. Watts
Mark.Watts@CobbCole.com
Fax (386) 944-7966

MAW:lgf

READ AND APPROVED this _____ day of _____, 2015.

By: _____
