



Phillip C. Gildan
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September 13, 2018

Mr. Gene A. Rauth
Town Manager
2 S.E. Bridge Road,
Hobe Sound, Florida 33455
(702) 545-0100
grauth@tji.martin.fl.us

Re: Engagement

Dear Gene:

We understand that the Town of Jupiter Island (referred in this letter as the "Client," "you" or "your") desires to engage Greenberg Traurig ("GT," "our," "we," "us" or the "Firm") as its attorneys for the matters described below. This letter constitutes the engagement agreement ("Agreement") applicable to that representation which describes the terms and conditions of our relationship.

The scope of our work under this Agreement ("Engagement") is to provide governmental representation of the Town of Jupiter Island before Florida's executive branch regarding the Petition for Harmony Ranch Community Development District before the Florida Land and Water Adjudicatory Commission. Hayden Dempsey will be the primarily responsible counsel for this representation. Our representation in this matter does not include general legal services or litigation services.

In addition to what is stated above, the terms and conditions of our representation are set forth as follows:

1. Scope of Engagement:

- a. Our initial representation of the Client relates only to the matters described as the Engagement. Unless otherwise agreed to in writing, the terms of this Agreement will also apply to any additional matters we agree to handle on your behalf.
- b. Because of the proliferation of corporations owning or partially owning subsidiaries, and the problems this creates for lawyers in identifying potential conflicts of interest, we like to advise our corporate clients that as a general rule the Firm will not regard an affiliate of a corporate client (i.e., parent, subsidiary or other entity under common control) as a client of the firm for any purpose unless a client-lawyer relationship has been established by an express written

understanding with the Firm. Similarly, the Firm will not regard a representation that is adverse to an affiliate of a corporate client as adverse to the client. Accordingly, if there is a corporate family member of yours that you wish to regard as a client for conflict purposes, please let me know. Moreover, unless reflected in a separate agreement, the Firm's representation of the Client does not include the representation of others, including individual officers, directors, partners, members, shareholders or employees of the Client.

- c. You acknowledge that we are not acting as your general counsel in this matter and that our acceptance of the Engagement does not involve an undertaking to represent you or your interests, and any matter other than the scope of the Engagement. Furthermore, you acknowledge that our representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of the Engagement as to which we are representing you, subsequent legal developments related to or that might have a bearing on that matter.

2. Conflicts

- a. Our firm represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflict waiver, conflicts of interest may arise that could adversely affect your ability and the ability of other clients of the Firm to choose us as their counsel, thereby precluding us from representing you or them in pending or future matters. Given that possibility, we wish to be fair not only to you, but to our other clients as well. Accordingly, this letter will confirm our mutual agreement that the Firm may represent present or future clients on matters other than the Engagement, whether or not those on a basis adverse to you or any of your affiliates, including in litigation, legal or other proceedings or matters, so long as the matter is not substantially related to our work for you on the Engagement (referred herein as "Permitted Adverse Representation"). In furtherance of this mutual agreement, you agree that you will not, for yourself or any other party, assert the Firm's engagement as a basis for disqualifying us from representing any party in a Permitted Adverse Representation or assert any Permitted Adverse Representation as a basis for any claim of breach of duty.
- b. For purposes of clarification, Permitted Adverse Representation shall not include matters or disputes arising against you with respect to the Engagement. Moreover, without your further prior written consent, we cannot and will not represent another client adverse to you if we have obtained confidential information of a nonpublic nature from you as a result of our representation that, if known to the other client, could be used in the other matter by the other client to your material disadvantage. The waivers and agreements in this letter will continue in effect upon the termination of this Engagement.

3. Fees and Costs for Services: The term of our agreement will begin upon acceptance and signature of this document and continue until December 31, 2018. Compensation will be a lump sum payment of twenty-five thousand dollars (\$25,000.00).

4. Termination of Representation: It is understood that, subject to any limitations imposed by law or the applicable rules of professional responsibility, GT or you may terminate the Engagement at any time, with all billed and unbilled fees, costs, and expenses to be paid as set forth in this Agreement.

5. Choice of Law: All of the rights and obligations of GT and you arising under or related to this Agreement shall be governed by the laws of the State of Florida.

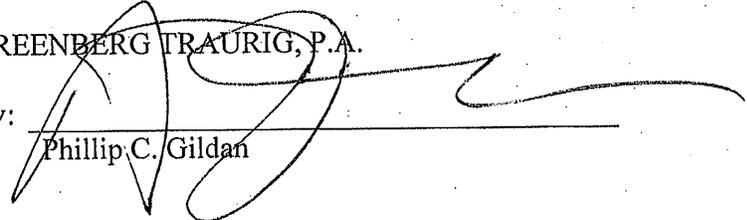
6. Compliance with Florida Law: Pursuant to Florida law, before we are allowed to lobby on behalf of Town of Jupiter Island we must first complete and file the required lobby registration. "Lobbying" means influencing or attempting to influence legislative action or nonaction through oral or written communication or an attempt to obtain the goodwill of a member of employee of the Legislature or the Executive branch. Also, note that the Firm is required to report to the State of Florida compensation paid by the Client, and that Florida law requires that the Client maintain records of payments to the Firm for a period of no less than four years.

If the terms and conditions as set forth above for this representation are acceptable to Client, please confirm by signing below and returning an executed copy to me, along with the retainer. We appreciate your confidence in the Firm and assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

GREENBERG TRAURIG, P.A.

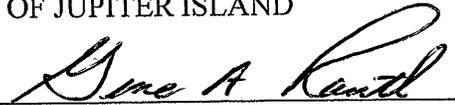
By:


Phillip C. Gildan

**ACCEPTED AND AGREED WITH
CONSENTS AND WAIVERS GRANTED**

TOWN OF JUPITER ISLAND

By:


Gene A. Rauth

Title:

Town Manager

Dated:

9-13-18

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