



Washington, D.C.
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holtzmanvogel.com

March 23, 2026

VIA EMAIL

Town of Micanopy
Attn.: Sara Samario, Town Administrator/Clerk
706 NE Cholakka Blvd
P.O. Box 137
Micanopy, Florida 32667
(352) 466-3121
ssamario@micanopytown.com

Re: Holtzman Vogel Letter Agreement

Dear Sara:

We are pleased to represent you and provide this Letter Agreement and Terms of Engagement to outline the conditions of our representation. This establishes the entire agreement between you and our firm and we ask that you please read these terms carefully.

For purposes of this engagement, the client is the “Town of Micanopy” (“Client”). Our agreement is to represent the Town of Micanopy in land use, zoning and environmental matters.

An initial retainer of \$2,500 is required to secure this representation. Litigation (including QJ and administrative appeal) hearings will be billed at a litigation rate of \$750 per hour for partners and \$550 per hour for Of-counsel and Associates. Routine land use/zoning and environmental permitting matters will be billed at a discounted municipal rate of \$350 per hour for all firm attorneys. Law Clerks will be billed at \$250 per hour. Legal assistants and paralegals will be billed at \$225 per hour. Our fees will be billed hourly in .25-hour increments according to the billing rates of each timekeeper.

We will send invoices monthly. Initially, we will bill against the \$2,500 retainer deposited into our firm’s trust account. After the retainer funds are exhausted, payment in full is expected within 30 days of receipt of the invoice. If our billed amounts are not fully paid per our agreement, we may suspend legal services or discontinue representation altogether.



Florida law requires any individual participating in executive or legislative branch lobbying to register as an executive or legislative branch lobbyist and report any fees associated with such representation. To the extent that Firm represents Client on matters before executive branch agencies, or before applicable legislative entities, Client agrees to sign client consent forms required by Florida lobbying law and agrees to registration of Firm attorneys as lobbyists and the reporting of fees associated with such representation.

Because our firm represents many developers, landowners, and others who may from time to time have matters adverse to the Client, the firm's representation of the Client in this matter is only possible if the Client agrees to a present and future waiver of conflicts. Thus, during and after the time we are representing the Client, the Client agrees that we may also represent other present and future clients in matters adverse to the Client that are not directly related to this matter. Based on the foregoing, the Client agrees that our representation of it in this matter will not disqualify the firm from opposing it in other matters that are unrelated to this matter. The Client hereby agrees, consents, and waives any conflict of interest arising out of our continued and future representation of firm clients adverse to the Client in any other matter that is unrelated to this matter, including but not limited to permitting, enforcement, transactional, litigation, and any other matter which involves the Client's exercise of authority as a governmental entity. You also agree that our representation of the Client will not be the basis now, or at any time in the future, for seeking to disqualify or otherwise prevent the firm from representing other clients or their affiliates on any matters. The firm agrees, however, not to use any privileged, proprietary, or other confidential information of a nonpublic (i.e. not subject to disclosure pursuant to Chapter 119, Florida Statutes) nature concerning the Client acquired by the firm as a result of representation of the Client. By execution of this letter, you are representing to us that you are able to grant a knowing and fully informed waiver. If you have any questions or uncertainty about the terms and conditions of this waiver of conflict, or if you desire an independent analysis of the terms of, and risks inherent in, the waiver, we encourage you to consult with an attorney unconnected with these matters.

At this time, Patrice Boyes will be primarily responsible for overseeing representation and will serve as your principal contact. Other partners, associates, and professional staff will also be engaged to assist as appropriate. Please contact Patrice anytime if you have questions about our work or other aspects of our agreement. Patrice can be reached at the office (850-270-5938) or cell (352-641-7837).

If you agree to the terms of this Letter Agreement and the attached Terms of Engagement, please sign, and return a copy of this letter to indicate your

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acceptance. We look forward to working with you and appreciate your confidence in our firm.

Sincerely,



Jill Holtzman Vogel

Attachment: Terms of Representation

Acceptance of Engagement

By signing below, you agree to be bound by the provisions in this Letter Agreement and the attached Terms of Representation. You further acknowledge that you have reviewed and understand the terms and conditions of the Letter Agreement and Terms of Engagement. You further agree to all the disclosures regarding conflicts of interest and waiver of any conflicts as described in the attached.

Town of Micanopy

By: _____

Date: _____

TERMS OF ENGAGEMENT

Commencement of Representation

We are grateful for the opportunity to represent you and ask that you please read our Terms of Engagement carefully. This includes our accompanying Letter Agreement, which will describe our fees and the scope of the representation. Our engagement with you will not take effect until you return a signed copy.

Legal Fees

You agree that the fees set forth in our Letter Agreement are reasonable based on counsel's ability, training, education, experience, professional standing, skill, and the difficulty, intricacy, importance, time, and skill required to perform the requested work. You authorize the use of associate counsel, legal assistants, and paralegals as we deem necessary.

Hourly fees are subject to increase from time to time based on annual expense increases, promotions, or other factors we find appropriate.

Costs and Expenses

We will bill for any out-of-pocket expenses related to this representation, including court fees, filing fees, agency costs, delivery service fees, imaging, printing, computerized legal research costs, travel-related expenses, and similar expenses.

You agree to pay for third-party costs, such as experts, consultants, and local counsel, retained by us on your behalf. From time to time, we may determine that it is in your best interest to retain specialized vendor services. You agree that we may retain such vendors or services on your behalf, including, but not limited to, third-party e-discovery services. Where possible, the vendor will bill you directly. As a courtesy to you, we may pay the vendor

and bill you for these services at the standard fair market rate. You agree to pay these expenses when due. A failure to pay vendor services will result in the suspension of those services, which may cause a suspension of critical work and create significant risk for you.

Estimates

Fees, costs, and expense estimates are provided to you for planning purposes only and are subject to change. Our estimate reflects our assessment of whether the work proceeds according to our assumptions. Our estimate is not the actual fee. It is not a floor or a ceiling, and it does not change your obligation to pay actual fees or costs. Unforeseen developments may cause expenses to deviate from our estimate. It may be substantially more or substantially less. You acknowledge your obligation to pay regardless of the estimate. We are happy to provide periodic updates at your request. However, we have no obligation to update or revise any estimate as a matter progresses or as actual fees, costs, and expenses are incurred.

Payment of Fees, Costs, and Expenses

Invoices issued to you for legal fees, costs, and expenses are payable in full within 30 days of receipt. You are responsible for paying our invoices even if you have made arrangements with a third-party payor for payment. If full payment is not received when due, we reserve the right to suspend services, terminate representation, or seek withdrawal from representation. In the event of nonpayment, you agree to pay all costs incurred by us to collect fees, costs, or expenses, including reasonable attorney's fees.

Any dispute regarding the accuracy or validity of invoices or requests for adjustments to our invoices must be made in writing to the partner supervising

your representation. Notice in writing must be sent within 30 days of the date of the invoices containing disputed fees, costs, or expenses. If you do not do so within 30 days, the statement will be conclusively presumed to be correct. Any person raising a dispute regarding charges must honor this provision, since it is an essential term to our agreement to represent you.

If we must file a lien to recover unpaid fees, costs, or expenses, or if you formally dispute our bills by initiating mediation, arbitration, litigation, or a fee dispute in any forum, all discounted, "write off," or "no charge" fees for legal services, costs, and expenses reflected on any prior invoices will revert to being fully billed. You agree to pay the additional sums charged to you.

As established in the Uniform Commercial Code, no payments made for less than the full sum owed will constitute payment in full, even if that notation is placed on the invoice, unless a separate written agreement expressly permits such payment to constitute a payment-in-full.

Confidentiality

All information provided by you will be treated as confidential and will not be disclosed to third parties without your consent, except as required by law or professional obligations.

Attorney Client Privilege

Communications regarding legal advice between an attorney and client are privileged and confidential. Please be aware that you may jeopardize this privilege by sharing communications with any outside parties.

Our attorney-client relationship is terminated upon completion of the services we have been engaged to perform or upon termination as described below under Client Discharge or Counsel Withdrawal. If we are subsequently retained to provide additional services, our attorney-client relationship will be revived subject to these terms, as they may be supplemented or changed at that time.

Client Discharge or Counsel Withdrawal

You may terminate this agreement at any time, and we may withdraw from representation at any time at our sole discretion. In either circumstance, you agree to sign any documents necessary to effectuate our withdrawal. Termination of our services does not relieve you of the obligation to pay for all services rendered and expenses paid or incurred on your behalf prior to or in connection with our termination.

Events that require our withdrawal from this matter are your breach of any provision of our terms, including failure to pay, refusal to cooperate, refusal to follow the advice given on a material matter, or any circumstance that would render our continued representation of you unlawful, unethical, or impractical.

Disclaimer of Guarantee

Nothing in this Agreement or any other statement made to you is a promise or guarantee of any outcome in your matters.

No advice is given regarding tax consequences, and we do not provide other tax advice. However, questions related to IRS or tax matters may arise during the course of representation. You agree to seek tax advice from appropriate outside tax counsel and to hold us harmless from any tax effects.

Effective Date

This agreement will take effect when you sign our engagement. However, the effective date will be retro-active to the date we first provided services if earlier. Even if our engagement does not take effect, you are obligated to pay the reasonable value of any services performed.

Scope of Client Engagement

Unless otherwise noted, the Client, for purposes of this representation, is the party named in our Letter Agreement and not any affiliates of such person or entity.

We represent many companies and individuals in a variety of matters. During the course of your representation, other present or future clients may

have disputes with you. We will be disqualified from representing a client in those matters if the representation involves the assertion of a claim by either party against the other in the same litigation or in the same proceeding before a tribunal.

If we are asked to represent another party with interests directly adverse to you in a matter that is substantially related to our representation of you, we will: first, impose all necessary safeguards, including firewalls and other ethical measures, to ensure that none of your sensitive, proprietary, or non-public confidential information is exchanged between adverse clients; second, ensure that the representation is not prohibited by law; and third, secure your consent and the consent of the other client.

As a condition of undertaking this representation, it is agreed that you will provide the aforementioned written consent and that we may continue to represent or, in the future, undertake to represent existing or new clients in matters not substantially related to the current representation, even if the interests of such other clients are directly adverse to your interests.

With these exceptions, we are free to represent other clients whose interests may conflict with yours in business transactions, political and advocacy, and other legal matters. Our representation of you in one matter will not prevent or disqualify us from representing clients adverse to you in other matters.

Financial Crimes Enforcement Network Disclaimer of Responsibility

If we are asked at any time during the scope of our representation to provide advice regarding compliance with the Corporate Transparency Act (the "Act") based upon information provided by you, our advice will be limited to identifying: (i) the duty to report to FINCEN (the Financial Crimes Enforcement Network); (ii) deadlines for initial reporting; (iii) availability of exceptions; (iv) requirements for future corrections or changes to the report; (v) information which must be collected; (vi) the Applicants and Beneficial Owners to be identified; and (vi) the duty to establish a compliance program to avoid civil or criminal penalties.

You understand and agree that the Firm will not (a) monitor changes or provide advice about future updates information or changes in reporting obligations unless we are expressly engaged and agree in writing to do so and (b) that our ability to represent you effectively depends on your willingness to communicate with us accurately, completely and truthfully in a timely manner, and provide relevant documents and information.

We are not undertaking your filing(s) with FINCEN, but upon request, we will assist you in identifying service providers to submit the required filing(s).

Authorization of Disclosure

We are frequently asked for information about our firm, our experience, or our partner, associate, and paralegal qualifications. You consent to our public disclosure that you are a client and a general description of our work for you.

Money Laundering

Anti-money laundering, anti-bribery, antiterrorist, and similar laws require compliance with client identification, verification, and other rules. We may not be able to represent you until we have all the information needed for these purposes.

Document Retention

Absent professional obligations or written direction from you to the contrary, we may dispose of all records relating to this representation seven years after we last performed work on the matter, without additional notice to you. We need not keep documents containing attorney work product, mental impressions, notes, drafts, and emails, and those documents will not be considered part of your client file.

Completion of Engagement

Our representation will end without the need for further written confirmation from us or from you when: 1) we have completed our services, 2) we have sent our final in-voice, or 3) after six months of providing no billable services to you unless otherwise agreed to, whichever occurs sooner. New

representation will require a conflict check and a new Engagement Letter, notwithstanding any communications or administrative action after our prior representation.

Modification and Severability

Our Letter Agreement and Terms of Engagement cannot be modified by any policies, procedures, guidelines, correspondence, or other communications from you unless we agree to do so

in writing. If there is a conflict between our Letter Agreement and Terms of Engagement and any other agreement made, the provisions of the Letter Agreement and Terms of Engagement control.

The provisions of our Letter Agreement and Terms of Engagement are severable. If any part is held to be illegal, invalid, or unenforceable, it will not be part of the agreement, and the remaining provisions will remain enforceable and in full force and effect.