

Cm 1440
CS-08-378

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August 14, 2009

*BOARD CERTIFIED REAL ESTATE LAWYER

***** Attorney-Client Privileged Document *****

Via Electronic Transmission and U.S. Mail

David A. Hallman, Esq.
Nassau County Attorney
96135 Nassau Place, Suite 6
Yulee, Florida 32097

RECEIVED
2009 AUG 18 AM 8:38
COUNTY ATTORNEY

RE: *Chester Road Intersection Improvement Project*

Dear Mr. Hallman:

This is to follow-up on our teleconference of yesterday wherein I communicated our agreement to undertake to represent Nassau County in connection with its Chester Road Intersection Improvement Project (the "Project") in relation to potential impacts on vehicular access from abutting properties in light of the safety and operational needs and characteristics of the intersection. I explained to you that I would undertake to evaluate the potential effects of the Project in relation to access rights, and report to you on the potential legal ramifications of the Project impacts, if any. In that capacity we will be available to assist the County to whatever extent and in whatever manner we are called upon to do so.

I have explained to you that I will charge the County for my time in this case based on a rate of \$225 per hour, and you will be sent statements reflecting the charges for my time expended on a monthly basis. The County will also be responsible for any out-of-pocket expenses (e.g. photocopies, postage, governmental agency document charges, mileage, etc.) incurred in this matter. We will regularly itemize these expenses and they will be reflected on the monthly statements.

In our discussion, I endeavored to be very candid with you. However, this is to confirm that we have extended no guarantees or assurances to you as to what the ultimate outcome of this matter would be. I will, however, assure you that we will do our very best for the County, and that we will zealously represent its interests to whatever extent and in whatever capacity we are requested to do so.

David A. Hallman, Esq.
Nassau County Attorney
August 14, 2009
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In closing, I certainly enjoyed talking with you and Ms. Garrett yesterday, and I look forward to the opportunity to be of service to the County in this matter. Assuming the above meets with your understanding of our agreement, please sign in the space below and return it to me at the above address. I will look for your reply.

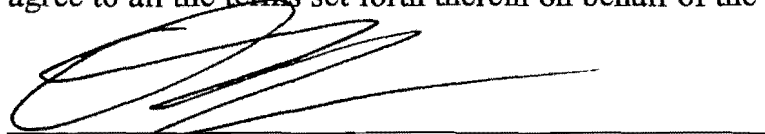
Very truly yours,



Murray M. Wadsworth, Jr.

MMWjr:sg

I hereby acknowledge that I have read the foregoing letter, and that I understand and agree to all the terms set forth therein on behalf of the County of Nassau, Florida.



David A. Hallman, Esq.
Nassau County Attorney

8/26/09
Date