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October 8, 2019

VIA EMAIL (KFERNANDEZ@SWFLGOVLAW.COM)

City of Venice
c/o Kelly Fernandez
6853 Energy Court
Lakewood Ranch, FL 34240

Dear Ms. Fernandez:

I appreciate the opportunity to provide special magistrate services in the matter of PETITION FOR RELIEF PURSUANT TO SECTION 70.51, FLORIDA STATUTES; Border Road Investments LLC, Myarra Property Joint Ventures LLC, Woolridge Investment-Florida LLC and FC Laurel LLC (the "Property Owners") and the City of Venice (the "City") August 27, 2019 Denial of Petitioner's Petition No. 18-10RZ by the Venice City Council.

The purpose of this letter is to confirm my services as special magistrate and to provide you certain information concerning fees, billing and collections policies, and other terms and will govern this process.

My fee for special magistrate services is three hundred seventy-five dollars (\$375.00) per hour. My understanding is that my fee will be divided equally between the two parties. Items that will be billed include preparation, which includes telephone conversations, correspondences, emails, review of written materials or other pertinent documents, reimbursement for costs including mileage to and from the session site at IRS approved mileage rates, parking fees, copies @ .15 cents per page, postage at cost and clerical time at \$25.00 per hour. Payment for the session(s) will be payable when services are rendered. An invoice will be presented and payment is thereby immediately due. All other invoicing will be presented for payment at the conclusion of the process.

The following are non-inclusive terms of the proceeding:

1. Scheduling of the hearing or any other session(s) will be agreed to by all parties and the special magistrate; and shall be open to the public with time limitations determined by the special magistrate

2. Each party is encouraged but not required to provide a written statement of facts no less than seven (7) days prior to the first scheduled session (see paragraph 7, Chapter 70.51)

3. Each party is directed to paragraph 17a of Chapter 70.51 and pledge to mediate in good faith

4. Each party will provide a responsible billing contact with address

5. Any scheduled session cancelled by any party with less than forty-eight (48) hours notice will be subject to a two hour fee (\$750.00)

6. The special magistrate shall deliver a written recommendation to both counselors at the conclusion of the process within fourteen (14) days

7. In the event that the 70.51 proceedings are unsuccessful, I agree that I will not testify in any subsequent litigation on this matter, unless compelled to do so by a court order.

Please signify your agreement by signing this original correspondence and return by email or by U.S. mail. Please retain a copy for your records as well.

Sincerely,



Scott I. Steady
Partner

SIS/lat

Approved this _____ day of _____, 2019

For the City of Venice, Florida

John Holic, Mayor