

DRAFT

CONTRACT OF ENGAGEMENT FOR PROFESSIONAL SERVICES

THE COUNTY OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GAVLESTON §

The undersigned, being the owner, lessee or the legal representative of the owner of land sometimes known as south of Harborside Dr. and west of 51st Street overpass in Galveston County, Texas 77551. Owned by the undersigned (sometimes referred to as the client or "me") hereby employ J. MARCUS "MARC" HILL, ("my attorney" herein) to represent the owner of the property in a certain condemnation (eminent domain) claim or damage case concerning said properties and/or the businesses situated thereon.

My attorney is hereby fully authorized and empowered to bring or defend suit or suits, including, if necessary, and to prosecute or defend the same to final judgment and to compromise and settle said claim or claims with or without suit. However, it is understood and agreed that my attorney will not finally settle or compromise said claim or claims without first consulting with me and securing approval therefor.

In consideration of the services rendered and to be rendered by said attorney in this regard, the client is hereby bound and obligated to give and allow said attorney, as compensation herein, the following percentages of all amounts received by me over and above the condemning authority initial written offer from the condemning authority as follow: The percentage referred to is 1/3 of all amounts over the condemning authority initial written offer up to the time of the commissioner's hearing; 40% of all amounts over the condemning authority initial written offer if we have to go to trial, and if the City's appraisal is less than condemning authority then 10% of total amount. If the matter is appealed a separate engagement letter will be entered into. Any disagreement about this contract will, if available, be taken to Houston Bar Association resolution (no cost) committee or if unavailable to Retired Chief Justice Texas Supreme Court Tom Phillips or if unavailable Retired Chief Justice 1st Texas Court of Appeals Alice Oliver Parrott by **arbitration** and if neither is available then they will pick a retired judge to handle the matter.

It is hereby agreed that the expenses of this case relevant to the case shall be paid by me and shall not be chargeable to or payable by my attorney. It is also agreed that my attorney shall not incur any expert witness expenses in conjunction with this matter or case without first consulting with me and securing approval therefore. Otherwise all other routine expenses such as photocopying may be conducted without prior approval.

My attorney shall have the right, to employ associate if he deems it necessary, but I shall in no event be obligated to pay to my attorney and/or his associate or associates or substitute or substitutes a fee greater than the provided for herein and the expenses paid by my attorney and chargeable hereunder to me.

DATED this ____ day of July, 2019.

Agreed: City of Galveston
DRAFT
By: _____
Authorized agent: City Attorney Don Glywasky

Agreed: Hill & Hill, P.C. Law Firm:
By: _____
DRAFT
J. MARCUS "MARC" HILL Attorney at Law