

## LEGACY TRAIL PROPERTY QUESTIONNAIRE

### CONTACT INFORMATION

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
*Street* *City – State – Zip*

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### PROPERTY INFORMATION

Physical address of property abutting the Railroad Right-of-Way:

\_\_\_\_\_ *Street* *City – State – Zip*

Do you own the property abutting the Railroad Right-of-Way individually or through a business/entity?  
\_\_\_\_\_

If ownership lies with a business/entity, what is the name of this business/entity?  
\_\_\_\_\_

What is your relationship to the business/entity that owns the property? \_\_\_\_\_  
\_\_\_\_\_

Date you (or the business/entity) acquired the property abutting the Railroad Right-of-Way: \_\_\_\_\_  
\_\_\_\_\_

Do you (or the business/entity) still own the property abutting the Railroad Right-of-Way? Yes No

If NO, on what date did you sell your interest in the property? \_\_\_\_\_  
\_\_\_\_\_



P: 888.952.5242  
F: 877.952.5042

Sarasota, Florida Office ♦ 1605 Main Street, Suite 710, Sarasota, FL 34236  
Washington, DC Office ♦ 1775 Pennsylvania Ave, NW, Suite 225, Washington, DC 20006

F. John Caldwell, Jr. – Admitted NY, NJ, FL, 3d Cir., Fed.Cir., M.D.Fla., S.D.N.Y., D.N.J., Fed.Cl.  
William G. Christopher – Board Certified Construction Law. Admitted FL, TX, VA, DC, 2d Cir.,  
4th Cir., 6th Cir., D.C. Cir., Fed.Cir., U.S. Tax Ct., Fed.Cl., U.S.  
Alison H. Haskins – Admitted FL, M.D.Fla., Fed.Cl.  
Isaiah R. Kalinowski – Admitted VA, NY, DC, E.D.Va., S.D.N.Y., Fed.Cl.  
Altom M. Maglio – Admitted FL, DC, NY, WA, 11th Cir., Fed.Cir., D.D.C., M.D.Fla., N.D.Fla.,  
S.D.Fla., E.D.Mich., N.D. Ohio, D.Colo., W.D.Okla., N.D.Tex., N.D.Ill., Fed.Cl., U.S.  
Jennifer Anne Gore Maglio – Admitted FL, DC, WA, NY, 2d Cir., 6th Cir., 11th Cir., Fed.Cir.,  
M.D.Fla., N.D.Fla., S.D.Fla., Fed.Cl., U.S.  
Ilyas Sayeg – Admitted FL, DC, M.D.Fla., S.D.Fla., N.D.Tex., N.D.Ill., Fed.Cl.  
Diana L. Stadelnikas Sedar – Admitted FL, M.D.Fla., Fed.Cl.  
Danielle A. Strait – Admitted CA, DC, Fed. Cl.  
Cecelia Hagan Stultz – Admitted NC, FL, DC, W.D.N.C., Fed.Cl.  
Anne Carrión Toale – Admitted FL, 11th Cir., Fed.Cir., M.D.Fla., Fed.Cl.  
Christina E. Unkel – Admitted FL, M.D.Fla.  
Amber D. Wilson, Ph.D. – Admitted FL, DC, Fed.Cl.

## CONTINGENT FEE CONTRACT FOR LEGAL SERVICES

1. ATTORNEYS, the Maglio Christopher & Toale, PA Law Firm, will represent CLIENT, \_\_\_\_\_, regarding a claim to be brought in the United States Court of Federal Claims against the federal government arising out of the taking of CLIENT’s interest in a railroad right-of-way for the extension of the Legacy Trail, in Sarasota County, Florida. The ATTORNEYS do not represent CLIENT in regard to any other claims.
2. ATTORNEYS’ contingent fee will be 35% of the gross recovery. Gross recovery means the recovery before expenses of the case have been deducted. Expenses of the case include the costs of travel, court reporters, expert witness fees, shipping, and other expenses necessary to the case. ATTORNEYS will advance the expenses of the case and be reimbursed out of any settlement or judgment after deduction of the contingent fee. CLIENT is **not** responsible for reimbursing ATTORNEYS for the expenses of the case if there is no recovery.
4. CLIENT may discharge ATTORNEYS at any time. ATTORNEYS may resign at any time if permitted by the controlling ethical rules. If ATTORNEYS resign, they will be compensated out of any eventual recovery for the value of their services up to the time of resignation not to exceed a total of 35% of the gross recovery plus expenses of the case. If ATTORNEYS are discharged, the ATTORNEYS will be compensated out of any eventual recovery for the value of their services up to the time of discharge, which shall include the value of the identification of the existence of the claim, and may exceed a total of 35% of the gross recovery plus expenses of the case. ATTORNEYS have a lien on the case for their fees and expenses of the case.
5. If any legal action between the parties to this agreement arises out of this representation, the CLIENT and ATTORNEYS agree that the prevailing party is entitled to attorneys’ fees and costs. This agreement shall be governed by and construed in accordance with the laws of the District of Columbia, regardless of conflict of law principles. Any claim or legal proceeding arising out of this agreement shall be brought in the Superior Court of the District of Columbia. The parties irrevocably consent to the exclusive personal jurisdiction of such Court.
6. No guarantee of recovery is made.

\_\_\_\_\_  
*Client Signature(s)*

\_\_\_\_\_  
*DATE*

\_\_\_\_\_  
*Altom M. Maglio, Esq. on behalf of the*      *DATE*  
*Maglio Christopher & Toale, PA Law Firm*