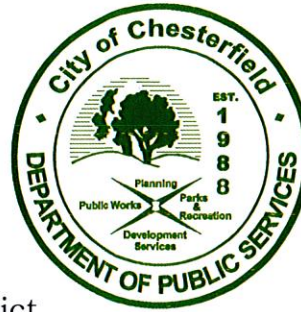


Memorandum

Department of Public Services

To: Mike Herring, CA
From: Mike Geisel, ^{mer}DPS
Date: 9/5/2012
Re: Chesterfield Valley Wetlands
Monarch-Chesterfield Levee District



As we have anticipated for some time, I have received the attached letter from David Human, Executive Director for the Monarch-Chesterfield Levee District, indicating their willingness to donate the east wetland mitigation property to the City. This property is generally located between the main levee and the agricultural levee, behind the Taubman Outlet Mall development and consists of approximately 188 acres. As you are also aware, in conjunction with the Taubman development, we required access and parking easements.

The Levee District's conveyance is subject to a few minor provisions that I believe are wholly acceptable to the City. Specifically, they demand:

- 1) That the City fund a boundary survey
- 2) Reservation of easements for the main levee, agricultural levee and flood fighting purposes. The City would be responsible for the preparation of easement exhibits in conjunction with the previously described survey.
- 3) Finalization of the Levee Trail permit and easements
- 4) A release of obligations under the Intergovernmental Cooperation Agreement.

The cost for the survey and easements as requested is approximately \$10,000 (\$9,950 plus reimbursable expenses). However, if the City elects to accept this property, I would recommend that we expand the scope of survey work to include the placement of semi-permanent metal witness posts at approximately 250 foot intervals at the perimeter of the property so that we have a firm visual knowledge of our property boundaries. I recommend that a total of \$20,000 be budgeted for the survey, easements, and witness posts.

Accordingly, I request that the proposed conveyance be placed on the next Parks and Recreation Committee agenda, and recommend that the City formally concur with the terms of conveyance and provide \$20,000

Chesterfield Valley
East Wetland Conveyance
September 5, 2012
Page 2

from Parks Fund – Fund Reserves for the purpose of funding the required survey, easement documents and to provide for establishment of witness posts along the property perimeter.

I can certainly share the excitement of the Parks and Recreation Department to acquire this property. Parks and Recreation Director, Tom McCarthy has been developing plans to utilize the property and make it accessible to our community.

If you have any questions or require additional information, please advise.

Attachment

Cc Tom McCarthy, Parks and Recreation Director

ok'd
JRM
9/5/12

HUSCH BLACKWELL

David R. Human
Partner

190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Direct: 314.480.1710
Fax: 314.480.1505
david.human@huschblackwell.com



August 30, 2012

VIA EMAIL AND MAIL

Mike O. Geisel
Director of Public Services
City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, Missouri 63005

Email: mgeisel@chesterfield.mo.us

Re: Terms and Conditions for the Conveyance of Adjusted Lot 2

Dear Mike,

The purpose of this letter is outline the terms and conditions for the Monarch-Chesterfield Levee District's ("District") proposed conveyance by donation to the City of Chesterfield, Missouri ("City") of Adjusted Lot 2 of that certain Boundary Adjustment Plat of a Tract of land in part of Lot 4 and 5 of the James Long's Estate and part of Lots 1 and 2 of the Subdivision of Ludwell Bacon's estate, and lots 6, 7, 8, and 9 of Herman Ficke Estate Subdivision, located in U.S. Survey 2031, Township 45 North, Range 4 East of the 5th Principal Meridian of City Chesterfield, St. Louis County, Missouri recorded in Plat Book 360 Page 137 of with the St. Louis County Recorder of Deeds Office ("Adjusted Lot 2"), a copy of such plat is attached hereto as Exhibit A.

As we have previously discussed, the Board of Supervisors has approved the donation of Adjusted Lot 2 to the City on the following terms and conditions:

1. Reservation in favor of the District of (i) a permanent levee easement for the District's existing levee as well as 50' from the riverside toe of the levee (the "Levee Easement"), (ii) an agricultural levee easement for the District's existing levee as well as 20' on both the landward and riverside of said levee (the "Agricultural Levee Easement"), and (iii) an access easement to the District's flood control improvements located on Adjusted Lot 2 and the District's property

HUSCH BLACKWELL

Mike O. Geisel
August 30, 2012
Page 2

with the locator number of 16T110013 (the "Access Easement"), in forms to be mutually agreed upon by the District and the City.

2. Payment of fees associated with the preparation of a survey, legal descriptions, and exhibits for (i) Adjusted Lot 2, (ii) the Levee Easement, (ii) the Agricultural Levee Easement, and (iv) the Access Easement. Attached hereto as Exhibit B is a quote from Volz Engineering, Inc. for the performance of such survey work.
3. Execution and delivery by the District and the City of (i) Construction, Maintenance and Use License for the Monarch-Chesterfield Levee Trail and (ii) Permanent Hiking, Biking, and Walking Trail Easement Agreement, both related to the Monarch-Chesterfield Levee Trail. I understand that these documents are final and that we are just finalizing the exhibits to the documents so I do not anticipate this to be an issue moving forward.
4. A release of all of the District's obligations under that certain Intergovernmental Cooperation Agreement dated September 16, 1996, as amended by that certain First Amendment dated November 18, 1997, related to the Wetlands Mitigation Plan described in Section 1.D therein.

If the City finds these terms acceptable, the District is ready to begin the process of documenting the donation as soon as is possible. If you have any questions, please do not hesitate to call me.

Sincerely,



David R. Human

DRH/mb

Enc.

July 30, 2012

Mr. David Human
Husch Blackwell
The Plaza in Clayton
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Email: david.human@huschblackwell.com

RE: Monarch Levee District – Boone's Crossing
Volz Project No. 11143-0

Mr. Human

Thank you for the request for a proposal for the above referenced project. It is assumed under this proposal, that we will be provided with a completed title commitment as well as any plats, deeds, or other documents that may be referenced in said commitment, that may be pertinent to our work on this project. Our Surveys shall conform to your request, which we understand to include:

Property Boundary Survey

1. We will prepare a Property Boundary Survey of the property that the levee district owns East of Boone's Crossing excluding the property used for the Chesterfield Outlets Development. (approximately 190 Acres) to conform to the Missouri Minimum standards for Property Boundary Surveys. Our Survey will include a complete traverse of the exterior limits of the property. We will confirm or reset semi-permanent monuments at all corners of the property. We will locate observed improvements that may encroach across the property lines.
2. We will provide a plat showing the results of the above Surveys. The plat shall include complete dimensions of all exterior property lines as well as all monuments found and set, the total area of the parcel, observed property line encroachments, any plotable easements reported in the title and an as-surveyed legal description of the site.

Cost: \$8500

Easement Exhibits

We will prepare easement exhibits and legal descriptions for the following:

- Levee Easement – The area bounded on East and West by the levee district's East and West property lines, bounded on the south by the north line of the Chesterfield Outlets Development and on the North by a line 50 feet North of the North toe of the existing levee.
- Agricultural Levee Easement - The area bounded on East and West by the levee district's East and West property lines, bounded on the North by a line 20 feet North of the North toe of the existing agricultural levee and bounded on the South by a line 20 South of the South toe of the existing agricultural levee.
- Access Easement – A 20' wide easement that will encompass the existing access road to the Agricultural Levee that runs approximately along the West line of Lot 8 of the Herman Ficke Estates, from the Outer Road to the Agricultural Levee.

Cost: \$1450

We appreciate the opportunity to be of service and look forward to working with you on this project. Please review the **Terms and Conditions for Professional Services** attached hereto and incorporated herein. If you have any questions, please, feel free to call me at 314-890-1219.

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Please provide formal acceptance and authorization to proceed by **signing, and returning this entire proposal letter.**

Project Name: **Monarch Levee District – Boone's Crossing**
Volz Project No. 11143-0
Date: July 30, 2012
Contract Fees:

- **Property Boundary Survey** **\$8500**
- **Easement Exhibits** **\$1450**

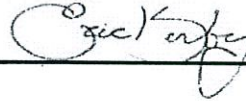
Accepted By:

("Owner/Developer")

Volz, Inc.
A Professional Services Company

Signature

Signature



Printed Name: _____

Printed Name: Eric Kirby, P.L.S.

Title: _____

Title: Director of Land Surveying

Address: _____

Date: July 30, 2012

Date: _____

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY VOLZ.

TERMS AND CONDITIONS

FOR PROFESSIONAL SERVICES

I. THE PROFESSIONAL SERVICES

Client has requested Volz to perform certain engineering, land planning and land surveying professional services as described on the Proposal for Professional Services attached hereto (hereinafter the "Project").

While Volz's scope of Professional Services is limited to the items listed on the Proposal for Professional Services, out of an abundance of caution, and to avoid potential confusion, the items described on Exhibit B are specifically excluded from the scope of Volz's work.

II. CONTRACT PRICE

A. Client agrees to pay Volz in full without retainage for the performance of the Professional Services, subject to additions and deductions pursuant to Change Orders to this Contract, according to Exhibit A attached hereto and incorporated herein by reference.

B. Volz shall submit its Invoices to the Client on a monthly basis.

C. Client's payments are due within thirty (30) calendar days after the date of Volz's Invoices. Client agrees to pay interest on any late payments at the rate of 1.5% per month.

D. If full payment is not made on any Invoice, within 30-days of the date of the invoice, Client must provide written notice to Volz of all reasons why payment in full was not made or Client shall be deemed to have waived any objection to said invoice. The Client shall pay the undisputed portion of any Invoice.

E. If the Client fails to pay in full any of Volz's Invoices, Volz may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Volz shall not be liable or responsible for any damages or delays suffered by Client as a result of any such suspension of Professional Services. In order to avoid such a suspension of Professional Services when disputing an invoice, the Client must make full

payment and simultaneously provide Volz with a reservation of rights to contest the payment at a later date. However, the reservation of rights must be in writing and must provide a complete explanation of the nature of the dispute.

III. CHANGES IN THE PROFESSIONAL SERVICES

A. The Client may, at any time, by issuance of a written Change Order, make changes in the scope of the Professional Services to be performed. The Change Order may increase, modify or delete work from this Contract. Volz shall promptly provide Client with appropriate pricing and time of performance information with respect to the proposed changes. All work performed under a Change Order is subject to the terms of this Contract. Volz shall be under no obligation to perform any work outside the scope of this Contract without a fully executed Change Order.

B. In the event the parties are not able to agree to the adjustment to the Contract price and/or time applicable to any Change Order, the Client may, by issuance of a signed Change Order, direct Volz to perform the work on an hourly basis plus payment of Reimbursable Expenses. The labor charges included in rate schedule Change Orders shall be calculated using the rates set forth on Exhibit A to this Contract. These rates are subject to adjustment by Volz on January 1 of each year. Reimbursable Expenses shall be paid for in the same manner as called for in Section II of this Contract. In the event the Client deletes work from the Contract pursuant to a Change Order, the Client shall only be entitled to a credit equal to the estimated (by Volz) direct costs saved by Volz as a result of the deletion.

C. In the event that a dispute develops with respect to the scope of Work to be performed by Volz under this Contract, or the conditions under which the work is to be performed, Volz may provide written notification to the Client requesting an increase in the Contract price and/or time of performance. If the Client denies the request, Volz

may proceed to perform the work under a reservation of rights and seek recovery of the money and/or time through the Disputes procedures of this Contract.

IV. SCHEDULE

A. Volz is not obligated to begin the work upon receipt of a fully executed original of this Contract. Unless a specific schedule for the work is set forth on the Proposal for Professional Services, Volz shall complete the Work within a reasonable time, taking into account time for Client review, any changes in scope, and any necessary governmental or regulatory review.

B. Information or services under the Client's control shall be furnished by the Client with reasonable promptness to avoid delay or interference with Volz's Work.

C. If there are other engineers, consultants or contractors performing work on the Project, or if the Client is performing work with its own forces, the Client shall schedule and coordinate the work of these other persons so that there shall be no interference or delay to Volz's work. In the event that Volz notifies Client of any interference or delay caused by other persons working on the Project, Client shall immediately take steps to correct the problem.

D. If Volz is delayed by the act or omission of the Client, or of a separate consultant or contractor employed by the Client, or by changes ordered in the work, or by labor disputes, fire, weather, acts of God, or other causes beyond Volz's control; including, but not limited to, delays attributable to governmental or regulatory bodies, then Volz shall be given an extension of time to complete the work, and Volz may request an increase in its Contract price to account for associated rate and cost increases.

E. If Client requests Volz to complete the Work, or any portion thereof, on an expedited basis or earlier than required under Subparagraph A above, Volz shall be entitled to a Change Order increasing the Contract price to account for any increased costs, including overtime premiums.

V. OWNERSHIP OF DOCUMENTS AND VOLZ'S WORK

A. All documents, including original drawings, tracings, estimates, specifications, field notes, all files in electronic media format containing text, data, graphics, or other data or information applicable to this Contract are and shall remain the

property of Volz. Upon full payment of all sums due Volz under this Contract and all other Contracts between Volz and Client, ownership of final signed and sealed original drawings shall transfer to Client.

B. Volz's work and services performed under this Contract are for the exclusive use of Client and may not be used or relied upon by any third parties.

C. Client may not use any of Volz's work for any purpose unless Client has paid Volz in full for all services performed under this Contract and under any other Contract between Volz and Client.

D. Volz shall retain all common law, statutory and other reserved rights in its Professional Services, documents and files, including the copyright, until Volz has been fully paid all sums due under this Contract and all other Contracts between Volz and Client.

E. Volz shall not be required to file or submit (and Client shall be prohibited from filing or submitting) any documents with any governmental or regulatory authority or body until Volz has been paid for all services rendered up to that time for Client under this Contract and all other Contracts between Volz and Client.

VI. CLIENT'S RESPONSIBILITIES

A. Client shall provide to Volz all relevant and applicable information and documentation with respect to Client's requirements, the Project, and the Property. This shall include all prior work performed by engineers, architects or other professional consultants, and shall include any previous reports or data relevant to the Project. Client shall provide the legal description of the parcel or parent tract taken from the title of record and any easements affecting the property and Volz has no obligation to research the title of record. Volz shall have no responsibility to verify the accuracy of any such information, and Client shall hold Volz harmless from any liability or loss, which is due, in whole or in part, to Volz's reliance on said information.

B. Client shall thoroughly and timely examine, inspect and review all studies, reports, drafts, estimates, specifications, drawings, proposals and other documents or information provided to Client by Volz with respect to the Project, and shall provide decisions or elections to Volz within a reasonable time. Client shall, upon Volz's reasonable request, sign any of Volz's work product in order to document and record Client's approval and acceptance of Volz's Work.

C. Client shall give prompt written notice to Volz of any defects or problems with Volz's Work.

D. Client shall provide Volz with immediate notice in the event that Client determines that the Project will not go forward for any reason.

E. Client shall provide or make arrangements to provide Volz with access to the Property and surrounding areas as required for Volz to perform the Work.

F. Client shall defend, indemnify and hold Volz harmless from any and all liability, claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or relating to any construction work performed on the Project.

VII. DISCLAIMERS

A. Volz makes no representations concerning soil, subsurface or ground water conditions, and is not responsible or liable for performing or the failure to perform any soil surveys, geotechnical investigations or testing.

B. Volz makes no representations concerning estimates of sizes, areas or quantities of any kind or nature. Sizes, areas or quantities, will be certified by Volz as accurate when requested in writing, and at an additional charge to Client.

C. Volz shall only be responsible for placing survey and layout stakes, flags or other markers once. If said stakes or markers must be replaced or reset for any reason other than Volz's sole negligence, the work shall be an addition to the Contract and Volz shall receive a Change Order for the Work.

D. In the event that any regulatory or governmental body changes or modifies its rules, regulations, guidelines or procedures after the effective date of this Contract, Volz shall be entitled to a Change Order increasing its Contract price and time as necessary to account for any additional or changed work.

E. Volz shall have no liability or responsibility for damage resulting from Client's reliance upon draft or preliminary documents, unless said documents are signed and sealed by Volz and Client notifies Volz in advance, and in writing, that Client is using said documents.

F. Any estimated Project costs are based upon Volz's experience and represent Volz's best judgment, but Volz does not guarantee the accuracy of any such estimate.

VIII. INSURANCE

A. Volz shall purchase and maintain policies of insurance providing the coverage's set forth below. All such policies shall name the Client as an additional insured and shall provide that the insurance coverage shall not be materially altered or canceled unless thirty (30) days prior written notice is sent to the Client by certified mail. Volz shall provide Client with Certificates of Insurance upon request demonstrating these coverage's prior to beginning Work on the Project. The minimum required coverage's are:

1. Workers' compensation and employer's liability insurance according to applicable statutory requirements, with broad form all-states endorsements.

2. Comprehensive general liability insurance including coverage for contractual liability, bodily and personal injury liability, broad form property damage liability, independent contractor's coverage, and products liability and completed operations coverage for at least two years after completion. Minimum coverage amounts are as follows: bodily injury limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence; property damage limits of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate; and a combined single limit for bodily injury and property damage of \$2,000,000.00.

3. Professional Liability and Pollution Incident Liability Insurance Policy coverage amounts as follows: \$1,000,000 per claim limit of liability (including Claim Expenses) and \$2,000,000 aggregate limit of liability per policy year (including claim expenses.)

IX. INDEMNIFICATION

Subject to Article XII (F), Volz shall defend, indemnify and hold Client harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Volz's work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Professional Services itself) including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of Volz.

X. DISPUTES

A. At Volz's sole and exclusive option, any controversy or claim arising out of or relating to

this Contract, or the breach alleged thereof, or relating to Volz's work, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon any award may be entered in any court having jurisdiction thereof. The arbitration shall be held in St. Louis County, Missouri. Client consents to the jurisdiction and venue of the St. Louis County Circuit Court for purposes of enforcing this agreement to arbitrate and confirmation of any arbitration award. The arbitration shall be heard by a single arbitrator who shall be a licensed (in the State of Missouri) professional engineer or land surveyor - dependent upon the nature of the dispute. The prevailing party shall be awarded all attorneys' fees, costs and expenses, including expert witness fees and expenses, and arbitration fees and expenses.

B. If Volz does not elect to arbitrate the dispute, then the parties agree that the exclusive venue for resolution of the dispute shall be the St. Louis County Circuit Court and Client hereby consents to this jurisdiction and venue. The prevailing party in any such litigation shall be awarded all attorneys' fees, costs and expenses, including expert witness fees and expenses.

XI. TERMINATION FOR CONVENIENCE

Volz shall have the right to terminate this Contract at any time at its convenience, without cause, upon twenty-four (24) hours written notice to Client. In the event that Volz elects to so terminate this Contract, Client shall be obligated to pay Volz for all work performed up to the termination and Client shall have no right to use or rely upon any of Volz's Work.

XII. MISCELLANEOUS

A. The terms and conditions of this Contract contain the entire and integrated agreement between the parties with respect to the work. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference.

B. All modifications or changes to this Contract must be in writing and signed by both parties to be valid.

C. This Contract is binding upon the heirs, successors, and assigns of the parties hereto, but it may not be assigned by either party without the prior written consent of the other party.

D. Nothing in this Contract is intended to create any enforceable third party rights against Volz.

E. This Contract shall be governed by the laws of the State of Missouri.

F. Limitation of Liability: The total liability of Volz and any of the Volz's consultants for any actions, damages, claims, demands, judgments, losses, costs, or expenses (including attorney's fees and court or arbitration costs and fees) arising out of or resulting from Volz's or its consultants' negligent acts, errors, omissions or breaches of Contract is limited to the lesser of the Contract Price or the amount of professional liability insurance maintained by Volz and available to pay said claim. This limitation of liability is applicable to all claim that may be asserted against Volz or its consultants arising out of or relating to the Project or this Contract, whether the claims arise in Contract, tort, statute, or otherwise.

Neither party shall have any liability to the other party for loss of profits, loss of use, or any other indirect, incidental, special or consequential damages incurred by the other party, or for punitive damages, whether brought in an action for breach of Contract, warranty, tort, or strict liability, and irrespective of whether caused by or allegedly caused by either party's negligence.

G. Any notice required or permitted to be given shall be deemed given when hand-delivered or when sent by facsimile transmission, or two (2) business days after being sent by First Class, U.S. Mail, postage prepaid. The notice shall be addressed as follows:

Volz: Volz Incorporated
Attn: Mr. Robert N. Volz
10849 Indian Head Industrial Boulevard
St. Louis, Missouri 63132
Fax: (314) 890-1250

Exhibits to Standard Form of Agreement for Professional Services

Exhibit A

Hourly Rate Schedule and Reimbursable Expenses.

Exhibit B

Specific exclusions from services and assumptions for survey items.

EXHIBIT A

HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Accounting & Secretarial Support	\$45
Technician, CAD Operator	\$55
Project Designer	\$55
Survey Technician	\$55
Senior Project Designer	\$60
Senior Survey Technician	\$60
Engineering Intern	\$72.50
Surveying Intern	\$72.50
Professional Land Surveyor	\$80
Professional Engineer	\$85
Principal Land Surveyor	\$87.50
Director of Planning	\$87.50
Senior Professional Engineer	\$90
Project Manager	\$92.50
Director of Construction Services	\$95
Director of Engineering Services	\$95
Director of Surveying Services	\$95
Principals	
Field Survey Crew (Electronic Instruments)	\$125
GPS Field Survey Crew	\$135
	\$185

These rates are subject to adjustment by Volz on January 1 of each year.

For contracted overtime work, the rates will be 30% greater than the Rate Schedule listed above.

For expert witness, testimony, public hearings, specialized projects, rates will be 50% greater than the Rate Schedule listed above.

REIMBURSABLE EXPENSES INCLUDE BUT ARE NOT LIMITED TO:

Costs of Reproductions
Delivery Charges
Postage
Telephone or Fax charges
Travel expenses, including mileage charges, airfare, rental cars, lodging and meals
Computer and Drafting Equipment time
Electronic Equipment
Fees paid to any regulatory authorities
Fees paid to sub-consultants
Providing and maintaining field offices for the project
Survey monuments

These expenses are subject to adjustment by Volz on January 1 of each year.

EXHIBIT B

Attached to and incorporated in Standard Form Of Agreement Professional Services.

The following items are specifically excluded from the scope of Volz's work:

- Tributary areas surveys
- Construction inspection
- Construction supervision
- Review and approval of construction professional services or activities
- Review of documentation and/or participation in construction disbursing or construction escrow release procedures
- Soils engineering or geotechnical services
- Utility design
- Downstream analysis of storm or sanitary sewers and appurtenances
- Pressure or load requirements
- Location of off site utilities
- Retaining Wall Design or stakeout
- Cultural resource surveys
- Tree delineation surveys
- Meetings
- Wetlands determination or mitigation
- Preparation of application or processing for 404 permits through Corps of Engineers (USACE)
- Sewer as-builts
- Easement or right of way dedication or vacation plats
- Landscape Plans
- Preparation or processing for LOMR, LOMA, CLOMR, CLOMA revisions
- Construction cost estimating or budgeting
- Title searches
- Safety cones, signs and equipment
- Photometric/Lighting Plan
- Environmental Assessments
- Construction Stakeout

Assumptions For Survey Items:

Ready access is available to the property from a traveled road.

Fences will not obstruct sight lines or impair access to the property.

Sufficient monumentation is found within a relative close proximity to the property suitable for use in determining the location of the record title boundaries.

Easements have been either identified on the title commitment supplied to us or they have been identified by the Owner/Developer and the information has been delivered to us.

The terrain conditions allow us to traverse the boundary and sight lines by foot and does not require the use of boats or special motorized vehicles.

There will be sufficient sight lines available without the need to use special motorized equipment or vehicles for clearing or to remove obstructions.

Weather conditions, such as rain, ice, snow; temperature does not hinder the customary time required to complete the work.

The certification or surveyors statement is acceptable to Volz and the Owner/Developer before work commences.

If required to traverse to and tie into state Plane Coordinates, the monumentation will be available within the lawful distance and will be accessible by foot without the use of boats or special motorized vehicles.

Traffic or a congested area will not hinder the customary time required to complete the work and will not cause unsafe conditions for the workers.

The Owner/Developer will provide thorough information on known discrepancies, previous surveys, railroads, private roads, encroachments, transmission or pipelines to us and there may be increased costs if this information is not known prior to the beginning of the survey work.

EXHIBIT B continued

Attached to and incorporated in Standard Form Of Agreement Professional Services.

The following items are specifically excluded from the scope of Volz's work:

Additional survey exceptions:

FEMA designations and map certifications
Size or capacity of utilities
Recording of work or processing and recording of plats
Future up-dating or recertification of work

