

## Notice to proceed

Client Information

Name: Heather Franz

Address:

Phone: 314-330-0889

Email: <a href="mailto:heatherlivingthedream@gmail.com">heatherlivingthedream@gmail.com</a>

Company:

### Services to be rendered

Hattesohl & Associates Land Surveying, LLC ("Surveyor") shall perform the following services:

- Property Split Survey in Livingston County 22, 27, 28-59-24 (86 acre & 45+/- acre tract)
- Create survey plat and property description for new tracts
- Mark boundary of tracts
- File survey plat with Livingston County Recorder's Office

Project Fee: \$3500

Deposit of \$0

Timeframe: Field work would be set for week of March 4.

At certain real property located at: See page 3

The services listed above at the location listed above will be known as "Project"

### **Date of completion**

Surveyor shall use its best efforts to complete the services by or before See page I weeks from receipt of this signed notice to proceed. Client acknowledges that surveyor may not be able to complete all the aforesaid services by the estimated completion date for various reasons including, without limitation, unforeseen weather conditions, equipment malfunctions or other occurrences.

#### Price and Payment terms

For and in consideration of the services to be rendered in connection with the project, client shall pay the surveyor the base contract sum of \$3500.00, less the deposit amount of \$00.00. Surveyor will submit a project invoice upon the completion of all services rendered mentioned above. It is possible that through performing the services agreed to in this document the surveyor may encounter unforeseen obstacles, such as, but not limited to; title issues, deed overlaps/gaps, unrecorded survey work, and the like of which that were not possible to be discovered during the quotation process. In the event that one or more of these issues presents itself to the degree that the invoice surpasses the quoted NTP than the surveyor will pause progress until notification and subsequent agreement between client and surveyor can be reached. Payment in full is due within 30 calendar days of the date of the invoice. Invoices are considered past due 30 calendar days after the date of invoice at which point, an interest charge of 10% the invoice total, or a flat \$50.00, whichever is greater, will be added to the total. Client's obligation to pay surveyor is not contingent upon Client's receipt of funds from a third party. Corner pins being set on the Project shall not supersede the invoice due date.

If Client disputes any or all portions of any invoice the Client shall notify Surveyor in writing, stating the reasons for objection or dispute, within 30 calendar days of the invoice date.

## Reports and Documents

Client will be provided with one or more printed plats, reports, blueprints or electronic files("Documents"), as applicable, from Surveyor, at the completion of the project. Documents of the printed, signed and sealed, format will control over any other draft documentation provided throughout the course of the project.

#### **Termination**

At any time, the Client or Surveyor wishes to terminate this agreement and cease all services, written documentation must be submitted. Should termination occur any deposits made will be returned within 10 business days to Client, less and except any monies due to the surveyor for service, or material expense accrued in the course of this agreement prior to termination.

<u>Client</u> <u>Surveyor</u>

Name: Authorized agent: Joshua Ty Lisle

Date: I-26-24

# Property Location:

