

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ann Reno

Department: Community Development



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other**

specify: _____

FILED

NO. 2022.100

5/25/2022
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY ed DEPUTY

REIMBURSEMENT AGREEMENT BETWEEN

**DOUGLAS COUNTY
AND
STAN LUCAS**

This Reimbursement Agreement is entered into by and between Douglas County, a political subdivision of the State of Nevada, (the "County"), and Stan Lucas ("Owner") for Design Services provided to the Owner by Manhard Consulting ("Contractor") for design work on Muller Parkway.

WHEREAS, Owner has retained Contractor for engineering and design services relative to Owner's obligation to design and construct Muller Parkway and has agreed to include engineering and design services for a portion of Muller Parkway that is obligated to be constructed by Douglas County at the bridge over Virginia Ditch as well as for associated topography and floodplain work which is adjacent to Owner's required contribution; and

WHEREAS, Douglas County has determined that Contractor is duly qualified, equipped, competent, ready, willing and able to provide the services required by County as hereinafter described and that joining in Owner's Agreement with Consultant will result in lower overall costs to Douglas County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Owner mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Agreement will become effective on the date it is approved and signed by representatives of both Parties and will remain in effect from its effective date through the conclusion of the work unless the Agreement between Owner and Contractor is terminated prior to the conclusion of work.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor has the status of an independent contractor and by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County and has provided proper proof of licensure to conduct business in Nevada and that:

There shall be none of the following with respect to this Agreement:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;

- (4) Participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE.

Owner further agrees to ensure that Contractor provides Douglas County with proof of adequate industrial insurance coverage in a form and amount that is satisfactory to Douglas County. Liability Insurance shall be required in an amount of not less than one million dollars (\$1,000,000) and errors and omission insurance in the same amount shall also be required throughout the life of this agreement.

4. SERVICES TO BE PERFORMED. The services to be performed by Contractor on behalf of the County are described in Exhibit A, which is a portion of Contractor's proposal for Owner that is attached as Exhibit B. Owner agrees to manage the services being provided to County in a reasonable and professional manner at all times. Owner further agrees to ensure that the services provided by Contractor to the County will not be unreasonably delayed or withheld.

5. PAYMENT FOR SERVICES. Owner agrees that Contractor will provide the services described in Exhibit A on behalf of Douglas County in an amount not to exceed Forty-one thousand two hundred fifty dollars (\$41,250.00). Owner, through its agreement with Contractor, is solely responsible for providing all materials, supplies, travel costs, insurance, and other costs necessary to perform Contractor's services. Owner agrees to send an invoice for reimbursement to the County for the services rendered by Contractor under Exhibit A and payment will be due to Owner within 30 days of the County's receipt of Owner's approved invoice.

6. TERMINATION OF CONTRACT. County may terminate the Agreement upon at least 30 days advance written notice to Owner.

7. NONAPPROPRIATION. Nothing in the Agreement will be construed to provide Owner with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Agreement that are not paid to Owner will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of this Agreement. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Owner. Owner will have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF AGREEMENT AND VENUE. The Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Agreement before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and

for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

9. COMPLIANCE WITH APPLICABLE LAWS. Owner promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

10. ASSIGNMENT. Owner will neither assign, transfer nor delegate any rights, obligations or duties under the Agreement without the prior written consent of the County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Owner related to the Agreement will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF AGREEMENT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared for or supplied to Owner by Contractor in the performance of its obligations under Exhibit A of the Agreement (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Owner's expense, to the County by Owner upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Owner, the Materials must be retained by Owner for a minimum of six years after Owner's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Owner will promptly remit and deliver the materials, at Owner's expense, to the County. Unless the County has requested the remittance and delivery by Owner of the Materials, Owner will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Owner's obligations under the terms of the Agreement without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Owner expressly understands and agrees that all documents submitted, filed, or deposited with the County by Owner, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Owner expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Owner shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Owner, its officers, employees and agents. Owner will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Owner to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Owner, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

15. MODIFICATION OF CONTRACT. The Agreement and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

16. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.

17. STANDARD OF CARE. Owner will ensure that Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by others with Contractor's skill and training.

18. WAIVER OF LIEN. Owner understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Owner pursuant to NRS chapter 108.

19. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, Superintendent, or to otherwise allow a third party to assert a cause of action against either Owner or County.

20. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Post Office Box 218
Minden, Nevada 89423

To Owner: Stan Lucas
c/o Project One, Don Smit
490 Hot Springs Road
Carson City, NV 89706

21. **CONFLICT OF INTEREST.** By signing the Contract, Owner agrees that any information obtained from Douglas County, in whatever form, will not be divulged to third parties without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be signed and intend to be legally bound thereby.

Owner

By: QW. Sit ^{ON BEHALF OF} MR. STAN LUCAS FEB. 20, 2022
(Date)

Douglas County

By: [Signature] 5/23/22
Patrick Cates, County Manager (Date)

Recording requested by
and when recorded mail to:

Don Smit
490 Hot Springs Road
Carson City, Nevada 89706

STAN LUCAS, aka STANLEY H. LUCAS ("Principal") to DON SMIT ("Agent"):

LIMITED POWER OF ATTORNEY

I, STAN LUCAS, hereby appoint DON SMIT of 490 Hot Springs Road, Carson City, Nevada 89706, as the Principal's true and lawful attorney-in-fact, to do as follows:

1. To take any and all action with regard to or in any way related to any and all of Principal's real property located within the State of Nevada.
2. To take any and all actions as set forth in Nevada Revised Statutes, Section 162A.480 with respect to any or all of Principal's real property located within the State of Nevada.
3. To execute any and all documents on my behalf, including but not limited to contracts with consultants or professionals, planning applications, leases, deeds or any other documents, related to the real property of Principal located within the State of Nevada.
4. Generally to do, execute and perform any other act, document, matter or thing, that in the opinion of the Agent should be done, executed or performed in conjunction with this limited power of attorney, of every kind and nature, as fully and effectively as the Principal could do if personally present.
4. The Agent's signature under the authority granted in this limited power of attorney may be accepted by any third party or organization with the same force and effect as if the principal was personally present and acting on the Principal's own behalf. No person or

organization who relies on the Agent's authority under this instrument shall incur any liability to the Principal, the Principal's estate, heirs, successors or assigns, because of reliance on this instrument.

5. The Principal's estate, heirs, successors and assigns shall be bound by the Agent's acts under this power of attorney.

6. The Principal hereby ratifies and confirms all that the Agent shall do, or cause to be done, by virtue of this power of attorney.

7. Unless otherwise revoked at a prior time, STAN LUCAS, desires to have this power of attorney to be effective until terminated in writing by Principal.

IN WITNESS WHEREOF, the Principal has signed this Limited Power of Attorney on this 14 day of July, 2021.

Stan Lucas
STAN LUCAS

STATE OF California)
COUNTY OF Los Angeles : ss.

On July 14, 2021, before me, a notary public, personally appeared STAN LUCAS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Jeff Hergesheimer
NOTARY PUBLIC

EXHIBIT A

SERVICES TO BE PERFORMED

- A. MULLER PARKWAY CONTINUATION/IRRIGATION CULVERT** **\$ 17,500.00**
Manhard will supplement improvement plans and reports outlined in Task 1 and Task 2 for the continuation the Muller Parkway across the irrigation culvert crossing southeast of the Gardnerville Water Company parcel frontage. The design will include replacement and/or upgrading/extending the existing culvert with supplement hydraulic calculations.
- B. SUPPLEMENTAL TOPOGRAPHY** **\$ 3,750.00**
Manhard will supplement the previously-prepared topography to include additional frontage of Muller Parkway along and beyond the Gardnerville Water Company frontage. The detailed survey of the existing irrigation culvert is included.
- C. PRELIMINARY FLOODPLAIN ANALYSIS & COORDINATION** **\$ 20,000.00**
Manhard will review the Effective FEMA Hydraulic model to explore potential regional flood routing alternatives. This task also includes meetings and coordination with Douglas County regarding County requirements for regional flood routing as it relates to Muller Parkway and existing downstream flooding issues. The area of focus will be an offsite potential Muller Parkway material borrow pit location tentatively proposed by Douglas County.

A separate proposal for the FEMA Flood Hazard revision, and FEMA Coordination/Submittal/Processing can be provided once the preferred alternative is selected and site/grading design is completed.



Manhard Consulting
2850 Temple Avenue
Long Beach, CA 90806
Tel: 562.591.1000
www.manhard.com

August 19, 2021

Mr. Stan Lucas
2850 Temple Avenue
Long Beach, CA 90806

RE: ENGINEERING & SURVEY SERVICES FOR VIRGINIA RANCH – MULLER PARKWAY, GARDNERVILLE, NEVADA (APNs 1220-03-000-034 and 1220-03-000-043)

Dear Mr. Lucas:

Manhard Consulting (Manhard) appreciates the opportunity to provide this proposal for engineering and survey services to Stan Lucas (Client) relating to Virginia Ranch in Gardnerville, Nevada. This proposal is specifically for Muller Parkway improvements to supplement the separately-provided proposal for land development/entitlement services. Muller Parkway is a partially-constructed minor arterial roadway that will be extended through the Virginia Ranch project from Toler Lane to the irrigation culvert crossing southeast of the Gardnerville Water Company parcel.

1. FINAL IMPROVEMENT PLANS (MULLER PARKWAY) Lump Sum: \$115,000.00

Manhard will prepare and submit Final Improvement Plans for the Muller Parkway extension from Toler Lane to the southeast Gardnerville Water Company parcel frontage. The plan will include connections to existing roadways and to the internal roadways as delineated in the land plan and Tentative Map identified in the separately-provided proposal. Therefore, assumptions for access, stormwater control, and utility design will be made based on the preliminary layouts. This budget assumes Manhard will be able to utilize the 30% design plans and CAD files provided by Douglas County and/or their consultant. If more analysis and design or FEMA modeling/permitting is needed, these services can be provided as part of a separate proposal.

A. Civil Improvement Plans

- Title Sheet
- Index Sheet
- Grading Plan
- Utility Plan
- Plan and Profile sheets
- Striping and Signage Plan
- Erosion Control Plan
- Construction Details

- B. Preliminary Engineer's Estimate
- C. Design of 100' buffer zone between Parkway and existing development to the west
- D. Applications / Permit submittals for Civil Design
- E. Address agency plan comments
- F. Coordination and Meetings with Municipal Agencies

Excessive revision due to agency review or Client-requested changes will be billed on a time and material basis. This task does not include As-Built plans or any construction related items (i.e. surveying, construction management, meetings, etc.).

This phase does not include any environmental permitting, off-site utility design (such as Lift Station design and analysis), Landscaping Plans, Traffic Studies/Recommendations, Geotechnical Investigations, or Structural Design (including walls).

This task does not include final design of the improvements within the Virginia Ranch Project Area.

2. MULLER PARKWAY TECHNICAL DRAINAGE/HYDROLOGY REPORT Lump Sum: \$15,000.00

Manhard will prepare and submit an On-Site Technical Drainage/Hydrology report to support the Muller Parkway Final Design. This budget assumes Manhard will be able to utilize the technical drainage report provided by Douglas County or their consultant. This does not include Traffic Analysis/Recommendations, Geotechnical, Environmental, Floodplain Analysis and Permitting, Sanitary Sewer, Water, etc.

3. MULLER PARKWAY CONTINUATION/IRRIGATION CULVERT Lump Sum: \$17,500.00

Manhard will supplement improvement plans and reports outlined in Task 1 and Task 2 for the continuation the Muller Parkway across the irrigation culvert crossing southeast of the Gardnerville Water Company parcel frontage. The design will include replacement and/or upgrading/extending the existing culvert with supplement hydraulic calculations.

4. SUPPLEMENTAL TOPOGRAPHY Lump Sum: \$7,500.00

Manhard will supplement the previously-prepared topography to include additional frontage of Muller Parkway along and beyond the Gardnerville Water Company frontage. The detailed survey of the existing irrigation culvert is included.

5. PRELIMINARY FLOODPLAIN ANALYSIS & COORDINATION T&M (suggested budget): \$20,000.00

Manhard will review the Effective FEMA Hydraulic model to explore potential regional flood routing alternatives. This task also includes meetings and coordination with Douglas County regarding County requirements for regional flood routing as it relates to Muller Parkway and existing downstream flooding issues. The area of focus will be an offsite potential Muller Parkway material borrow pit location tentatively proposed by Douglas County.

A separate proposal for the FEMA Flood Hazard revision, and FEMA Coordination/Submittal/Processing can be provided once the preferred alternative is selected and site/ grading design is completed.

6. PROJECT MEETINGS & COORDINATION

T&M (suggested budget): \$5,000.00

This task shall include all client and design team meetings other than those identified in other line items above as well as meetings with any approving agency. This budget includes a pre-con meeting for on-site and off-site improvements. This item shall be billed on a Time and Materials basis and the suggested budget associated with this task will not be exceeded without prior written consent.

7. REIMBURSABLES / EXTRAS

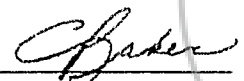
T&M (suggested budget): \$1,000.00

Manhard will bill the following items as reimbursables / extras due to the varying nature of the costs associated with them, including sales exhibits, reproducible plans, and mailing costs. The suggested budget associated with this task will not be exceeded without prior written consent.

We have included "Exhibit A", which details services not included in the scope of this Proposal. If you would like to add any of the listed additional services, please notify us and we will revise this Proposal accordingly. The terms of the attached "General Terms & Conditions" dated January 1, 2021, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this proposal. If the Proposal is not executed within 90 days, Manhard Consulting reserves the right to adjust fees and/or submittal schedules.

Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Yours truly,
MANHARD CONSULTING, LTD.


Christopher Baker, LEED AP
Planning Manager


Daniel C. Birchfield, P.E.
Senior Project Manager

Signature block continued on next page.

The undersigned is the (a) _____ actual owner of record of the property; (b) _____ authorized agent of the owner of the property; (c) _____ contract purchaser of the Property; (d) _____ general contractor (e) _____ uncertain

If (b), (c), (d) or (e) is checked, the property owner's name and address is _____

PLEASE BE AWARE, WORK CANNOT BEGIN UNTIL A RECENT TITLE REPORT (not older than 90 days) IS PROVIDED.

ACCEPTED: **Mr. Stan Lucas**

Invoices will be sent to the Client via email. Invoices should be forwarded to:

By: _____
(Authorized Representative)

Name: _____

(Printed Name)

Email: _____

Phone: _____

Title: _____

Date: _____

GENERAL TERMS AND CONDITIONS

January 1, 2021

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS, and the Manhard PROPOSAL to which these terms are attached (collectively this "Agreement") shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES. Client's authorization to Manhard to commence the performance of the services under this Agreement shall be deemed as Client's acceptance of these GENERAL TERMS AND CONDITIONS.
2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **REMEDIES** – All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Manhard. If the Client and Manhard cannot agree on a mediator, then each of Client and Manhard shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Manhard shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Manhard.

No claim can be made for professional negligence, either directly or by way of cross complaint against Manhard, unless Client has first provided Manhard with a written certificate of merit executed by an independent consultant currently practicing in the same discipline as Manhard, and licensed in the state the Project is located in. The certificate of merit should contain the name and license number of the certifier, the specific acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances, and the basis for the certifier's opinion. The certificate of merit shall be provided to Manhard not less than thirty (30) calendar days prior to presentation of any claim for any mediation or judicial proceeding.
4. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client's behalf.
5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Manhard shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Manhard shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney's fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Manhard.
6. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Manhard under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service. Client and Manhard expressly acknowledge that the time and duration of public and governmental reviews and approvals is uncertain and outside their respective control. In the event of prolonged or excessive public or governmental review, Client and Manhard shall collaborate and negotiate in good faith for a modification of applicable schedule and fees.
7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Illinois. The venue for any action arising out of this Agreement shall be the state of Illinois.
8. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Manhard, Client agrees to immediately notify Manhard of the same, in writing. Manhard shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Manhard of any defects within thirty (30) working days of learning of the defects, any objections to Manhard's work shall be waived. Manhard will not accept any backcharges unless Client has complied with the foregoing and allowed Manhard the opportunity to cure any problem.
9. **DELAYS** – Client agrees that Manhard shall not be responsible for damages arising directly from any delays for causes beyond Manhard's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war, pandemics, epidemics or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Manhard to perform its services in an orderly and efficient manner, Manhard shall be entitled to an equitable adjustment in schedule and/or compensation.
10. **ENGINEER'S OPINION OF PROBABLE COST** – Manhard's Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Manhard's experience and qualifications and represents Manhard's judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Manhard has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor's methods of determining prices, or competitive bidding or market conditions, Manhard cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Manhard's Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator. The parties acknowledge that the Project design will evolve through the completion of the Project and is subject to outside factors, including, but not limited to, permit approval and review. Client shall carry sufficient contingencies in both budget and schedule to reasonably account for such design evolution and outside factors.
11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Manhard and its employees from and against claims, damages, losses and expenses, including reasonable attorneys' fees, to the extent caused by Client's negligence or the negligence of Client's agents. This indemnity shall not require the Client to indemnify Manhard for the negligent acts of Manhard or its agents.

To the fullest extent permitted by law, Manhard shall waive any right of contribution and shall indemnify and hold harmless the Client, and its employees from and against claims, damages, losses and expenses, including reasonable attorneys' fees, to the extent caused by Manhard's negligence or the negligence of Manhard's agents. This indemnity shall not require Manhard to indemnify the Client for the negligent acts of the Client or its agents.

12. **MANHARD'S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the services performs, Manhard shall maintain the following insurance coverage:

- a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
- b. Commercial general liability insurance covering operations under contract; the limits for bodily injury or death not less than \$1,000,000 for each occurrence.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

At the Client's request, Manhard shall (i) provide a Certificate of Insurance evidencing Manhard's compliance with the above requirements, and (ii) include Client as an "additional insured" on the commercial general and automobile liability policies.

13. **LIMITATION OF MANHARD'S LIABILITY** – In recognition of the relative risks of the Project to the Client and Manhard, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Manhard and Manhard's consultants, to Client, to Contractor and to any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Manhard's or Manhard's consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Manhard.

Client acknowledges and understands that Manhard's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Manhard's fee and services, it is unreasonable to hold Manhard responsible for liability exposure greater than the set limit.

14. **INFORMATION TO BE PROVIDED TO MANHARD** – Client agrees to provide Manhard with such site information as may be needed to enable Manhard to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Manhard, from time to time. Client shall not be responsible for providing site information which Manhard has specifically agreed to provide in its Proposal.

15. **MANHARD'S RELIANCE ON INFORMATION PROVIDED** – Manhard may rely on the accuracy and completeness of any information furnished to Manhard by or on Client's behalf. Furthermore, Client agrees to hold Manhard harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Manhard.

16. **PAYMENT** – Invoices will be submitted to the Client for payment on a monthly basis as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of Invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Manhard for services and expenses within thirty days after receipt of Manhard's invoice therefore, the amounts due Manhard will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Manhard may, after giving notice to Client, suspend services under this Agreement until Manhard has been paid in full all amounts due for services, expenses and charges. In the event Manhard elects to suspend its services, and after receipt of payment in full by Client, Manhard shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Manhard to resume performance. In addition, prior to commencing such services, Manhard shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Manhard shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.

17. **PERMITS & FEES** – Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Manhard does not warrant, represent or guarantee that the permits or approvals will be issued.

18. **RIGHTS-OF-WAY & EASEMENTS** – Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.

19. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

20. **STANDARD OF CARE** – Manhard will strive to perform its services in accordance with a manner consistent with and limited to the level of care and skill ordinarily exercised by other Design Professionals in the same locale ("Standard of Care"). Manhard shall perform its services as expeditiously as is consistent with such Standard of Care and the orderly progress of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

21. **TERMINATION** – This Contract shall terminate at the time Manhard has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Manhard through the date of termination.

22. **THIRD-PARTY BENEFICIARY** – Nothing in this Agreement shall create a contractual relationship between Manhard and any outside third party. The services performed under this Agreement are solely for the benefit of Client. If Client is a contractor for the owner of the property, the parties acknowledge that Manhard is intended to be a third-party beneficiary of the construction contract entered into between owner and Client.
23. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. Upon receipt of payment for all services performed in connection with such documents prepared under the Agreement, Manhard grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Manhard. The authorized reproduction of the documents/electronic data from Manhard's system to an alternate system cannot be accomplished without the introduction of inaccuracies, anomalies and errors, and therefore, Manhard cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Manhard harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.
24. **WAIVER OF CONSEQUENTIAL DAMAGE** – Client and Manhard mutually agree to waive all claims of consequential damages arising from disputes, claims or other matters relating to this Agreement.
25. **MANHARD'S SITE VISITS** – If requested by Client or as required by the Proposal, Manhard shall visit the site at intervals appropriate to the various stages of construction as outlined in the Proposal in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Manhard are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Manhard in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Manhard's exercise of professional judgment. Based on information obtained during such visits and such observations, Manhard shall endeavor in general if such work is proceeding in accordance with the contract documents and Manhard shall keep Client informed of the progress of the work.
- The purpose of Manhard's visits to the site will be to enable Manhard to better carry out the duties and responsibilities assigned to and undertaken by Manhard hereunder including, but not limited to, visits during the Construction Phase and the Surveying Phase. Manhard shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Manhard have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. The means, methods, techniques, sequences and procedures of construction shall be the sole responsibility of the contractor(s). Accordingly, Manhard neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Manhard will provide such services as the resident project representative as an Additional Service.
- Manhard shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Manhard shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.
- Manhard shall have no responsibility for job site safety on the Project. The contractor and the Subcontractor's shall have full and sole authority for all safety programs and precautions in connection with the work. Manhard shall have no authority to take action whatsoever on the site regarding safety precautions and procedures.
26. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** – It is understood and agreed that Manhard's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Manhard for additional costs or delays that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Manhard, its officers, directors, employees and subconsultants (collectively, Manhard) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Manhard. If the Client requests in writing that Manhard provide any specific construction phase services and if Manhard agrees in writing to provide such services, then Manhard shall be compensated for Additional Services as provided in Exhibit A.
27. **STATUTE OF LIMITATIONS AND REPOSE** – All legal actions by either party against the other arising out of the Agreement or services performed are barred after five (5) years from completion of the services, or five (5) years from the termination of the Agreement, whichever is sooner. If the five (5) year duration is shorter than the shortest duration permitted by law, then the shortest duration permitted by law applies.
28. **LIMITATION OF RELIANCE** – If applicable, the Phase I ESA and/or wetland delineation report(s) will be prepared by Manhard for the sole and exclusive use of the Client and the Client's financing institution involved specifically with this property. Nothing under this Agreement between Manhard and the Client shall be construed to give any rights or benefits to anyone other than the Client and Manhard, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and Manhard and not for the benefit of any other party. In particular, Manhard does not intend, without its written consent, for the report(s) to be used or relied upon by anyone other than its Client and the Client's financing institution involved specifically with this property. Use of the report(s) by any other party would be unauthorized and such use would be at the sole risk of the user.
29. **CONSTRUCTION STAKING** – If Manhard is to provide construction staking as required by the Proposal, then line and grade stakes shall be set one time and one time only under the provisions of this Agreement. Client shall notify Manhard that stakes shall be needed at least two (2) working days in advance of starting work. Client to provide all required geometric data, including but not limited to: points of intersection, curvature and tangent; property corners along the rights-of-way; building corners for mass grading operations when appropriate; and other "key" points as necessary, prior to requesting construction staking if engineering is not provided by Manhard.

30. **CONTRACTOR'S PAYMENT REQUEST VERIFICATION** – If Manhard is to verify contractor's payment requests as required by the Proposal, then Manhard's on-site observations of contractor's work for the purposes of recommending payment shall be limited to the specific responsibilities that have been assigned to Manhard in accordance with this Agreement. As such, Client acknowledges that Manhard's observations which are not related to Manhard's specific responsibilities are not exhaustive and do not extend to every aspect of the work-in-progress.

Neither Manhard's observation of contractor's work for the purposes of recommending payments nor Manhard's recommendation of any payment (including final payment) will impose on Manhard responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws, rules, regulations, ordinances, codes or riders applicable to contractor's furnishing and performing the work. It will also not impose responsibility on Manhard to make any examination to ascertain how or for what purposes contractor has used the moneys paid on account of the contract price, or to determine that the title to any of the work, materials or equipment has passed to Client free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and contractor that might affect the amount that should be paid.

31. **RECORD DRAWINGS** – If Manhard is to prepare record drawings as required by the Proposal, then the information submitted by the Contractor and incorporated by Manhard into the record documents will be assumed to be reliable, and Manhard will not be responsible for the accuracy of this information, nor for any errors in or omissions in the information provided by the Contractor which may appear in the record documents as a result, and Client will hold Manhard harmless for any such errors or omissions.

**EXHIBIT A
ADDITIONAL SERVICES**

Additional services (including, but not limited to those listed below) shall be performed by Manhard, if requested, at an additional cost ("Additional Services"). The following services or items are not included within the scope of work outlined in this PROPOSAL to which this is attached unless specifically set forth therein. Such additional services shall be provided either for an agreed upon Lump Sum Fee or on a Time and Material Basis, subject to the rates as listed below:

**NEVADA OFFICES
SCHEDULE OF TIME
AND MATERIAL RATES FOR 2021**

(Note: Rates for services performed after December 31, 2021 are subject to annual adjustment)

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President	\$225.00
Executive Vice President	\$225.00
Vice President	\$200.00
Operations Manager	\$175.00 - \$200.00
Senior Project Manager	\$165.00 - \$215.00
Director/Manager	\$145.00 - \$160.00
Project Manager	\$140.00 - \$155.00
Project Engineer	\$123.00 - \$145.00
Senior Design Technician	\$120.00 - \$130.00
Staff Engineer	\$98.00 - \$108.00
Design Technician	\$98.00 - \$108.00
Engineering CADD/G.I.S. Technician	\$68.00 - \$115.00
Senior Planner	\$130.00 - \$180.00
Staff Planner	\$85.00 - \$125.00
Landscape Architect	\$120.00 - \$150.00
Senior Construction Manager	\$140.00
Project Surveyor	\$135.00 - \$138.00
Construction Manager/Coordinator	\$123.00 - \$130.00
Staff Surveyor	\$113.00 - \$130.00
Survey/Construction Technician	\$95.00
High Definition Scanning Technician	\$110.00
High Definition Scanner	\$80.00
UAV Technician	\$110.00
1-Person Crew	\$140.00
2-Person Crew	\$170.00
Administrative Assistant	\$60.00 - \$75.00
Intern	\$60.00
Expert Testimony & Depositions	\$250.00
	<u>REIMBURSABLES</u>
Mileage	\$0.55/mile
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (In-house)	\$2.50/sf

I. ALL ENVIRONMENTAL SERVICES

II. ALL WATER AND WASTEWATER SYSTEMS SERVICES

III. ALL WETLANDS SERVICES

IV. LAND PLANNING SERVICES

- A. Site Analysis.
- B. Conceptual Land Use Plan.
- C. Conceptual Land Plan.
- D. Preliminary Land Plan.

E. Project Management, Public Presentation & Zoning.

V. LANDSCAPE ARCHITECTURAL SERVICES

- A. Conceptual Landscape Plan.
- B. Probable Cost – Conceptual Phase.
- C. Preliminary Landscape Plan.
- D. Probable Cost – Preliminary Phase.
- E. Final Landscape Plan.
- F. Bid Review.
- G. Contract Administration
- H. Irrigation Design Coordination.

VI. TRAFFIC SERVICES

- A. Traffic Impact Study.
- B. Sight Distance Study.
- C. Intersection Design Study.
- D. Permanent Traffic Signal Design.
- E. Temporary Traffic Signal Design.
- F. Traffic Signal Interconnect Design.

VII. TOPOGRAPHICAL SURVEYING SERVICES

- A. Preparation of off-site topographic surveys.
- B. Preparation of a detailed topographic survey inside the limits of on-site wetlands.
- C. Surveying of utilities located by U.S. Digs utility locator service.
- D. Verification or determination of existing underground utilities that cannot be determined from visible observation and site topography. This would include uncovering buried or submerged structures or completing a U.S. Digs locate. Locations of existing door and stoops, and upper level or basement floor elevations for existing buildings.
- E. Drain tile survey or design.

VIII. SURVEYING SERVICES

- A. Preparation of a Boundary Survey or an ALTA/ACSM Land Title Survey, subsequent revisions to the ALTA/ACSM Survey after first review, certification to successors and assigns or other unknown third parties, and preparation of additional or modified certificate language.
- B. Preparation of legal descriptions and/or exhibits for additional easements or easement vacations other than those shown on the Final Plat.
- C. Research of Corporate Limits.
- D. Certification for zoning compliance.
- E. Setting lot corners after fence or building construction.
- F. Preparation or negotiation for off-site easements.
- G. Consultation with the Client, the title company or the Client's attorney with regards to the resolution of gaps and/or overlaps.

IX. FINAL ENGINEERING SERVICES

- A. Preparation of engineering design and plans for any off-site utility or highway entrance improvements, including but not limited to pavement widening, sidewalks and street lighting required along _____.

- B. Revisions due to plan reviews or Base Flood Elevation (BFE) calculations as required by the Water Conveyance Advisory Committee.
- C. Preparation of an Earthwork Analysis, including Plan Revisions.
- D. Preparation of an Engineer's Opinion of Probable Cost.
- E. All revisions required by the Water Conveyance Advisory Committee.
- F. Design or plan preparation of retaining walls.
- G. Preparation of detailed floodplain and/or floodway studies of any stream or drainage system to determine base flood elevations and stream flows and velocities.
- H. Work in connection with preparation of plans, application and field surveys required to obtain a Federal Emergency Management Agency Letter of Map Revision.
- I. All work in connection with obtaining a permit from the Nevada Department of Transportation, including plan preparation, drainage calculations and dam safety permits.
- J. Completion of a downstream sanitary or storm system study.
- K. Analysis or study of municipal water system (including pressure and flow).
- L. Revisions to the Engineering Plans, Stormwater Reports, or studies resulting from additional or excessive reviews from governmental agencies due to policy and/or staff changes within the regulatory agency after initial submission to the regulatory agency.
- M. Preparation of NPDES compliant Stormwater Pollution Prevention Plan.

X. CONSTRUCTION SERVICES

- A. Construction and surveying services, including verification and/or preparation of a wetland or tree location survey, verification or determination of existing underground utilities that cannot be determined from visible observation and site topography, staking of proposed improvements and preparation of record drawings.
- B. Setting of lot corners after construction of single-family homes or multi-family buildings.
- C. Staking for individual driveway curb cuts, tree protection or silt fencing.
- D. Field verification of building pad elevations following grading operations.
- E. Preparation of a punchlist or assistance in coordination and correction of punchlist items including obtaining governmental approval and acceptance.
- F. Performing the duties of a construction coordinator including providing daily log of activities, field review of time and material work, and advising Contractors of the Client's schedules.
- G. Providing periodic or full-time on-site construction observation.
- H. Providing record information for gas, electric, telephone or cable television.
- I. Monitoring as required by the NPDES.

XI. MISCELLANEOUS

- A. Attend additional meetings or public hearings not outlined above, with the Client, design team, or governmental agencies, including preparation of Exhibits.
- B. Coordination and filing as required for municipal meetings and hearings.
- C. Providing additional services in connection with the project including services normally furnished by the Client or services not otherwise provided for in this proposal such as, but not limited to, the use of consultants to prepare:
 - Traffic studies, reports, or traffic signal design
 - Highway, parking lot or driveway lighting design
 - Soils reports, borings, testing or inspections
 - Structural or electrical designs
 - Architectural services
 - Landscaping plans
 - Tree surveys

- Historical preservation and archaeological studies or reports
- Endangered species investigation and reports
- Wetland delineations, reports or permitting
- Environmental reports

- D. Snow removal required to complete surveying or wetland delineation.
- E. Preparation of electronic documents/data including, but not limited to, topographic surveys, plats, base drawings, preliminary engineering plans, landscape plans, final engineering plans and specifications, for transmittal to subconsultants. This service will be provided for a fee of \$500.00.
- F. Overnight mail, messenger services, prints or mylars.
- G. Additional services due to significant changes in general scope or character of the Project or its design including, but not limited to, changes in size, complexity, or character.
- H. Revisions of previously approved site "sketch" plans, studies, reports, design documents, preliminary engineering plans, drawings and specifications, after substantial completion of preliminary or final design.
- I. Providing additional services in connection with the Project to assist in obtaining permits from governmental agencies other than those listed.
- J. Preparation of any special documents (other than the Final Engineering Plans and Contract Documents previously referenced in the Scope of Services) for Client's use in obtaining financing for the Project.
- K. Planning, design, construction staking or construction services in connection with installation or relocation of utilities such as electrical, telephone, gas or cable television.
- L. Services resulting from facts revealed about conditions: 1) which are different from information about such conditions that Client previously provided to Manhard and upon which Manhard was entitled to rely; or 2) as to which Client had responsibility to provide information and such information was not previously provided.
- M. Preparing documents for alternate bids requested by Client for Contractor's work which is not executed or documents for out-of-sequence work.
- N. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is expressly included as part of Basic Services).

TABLE A
OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

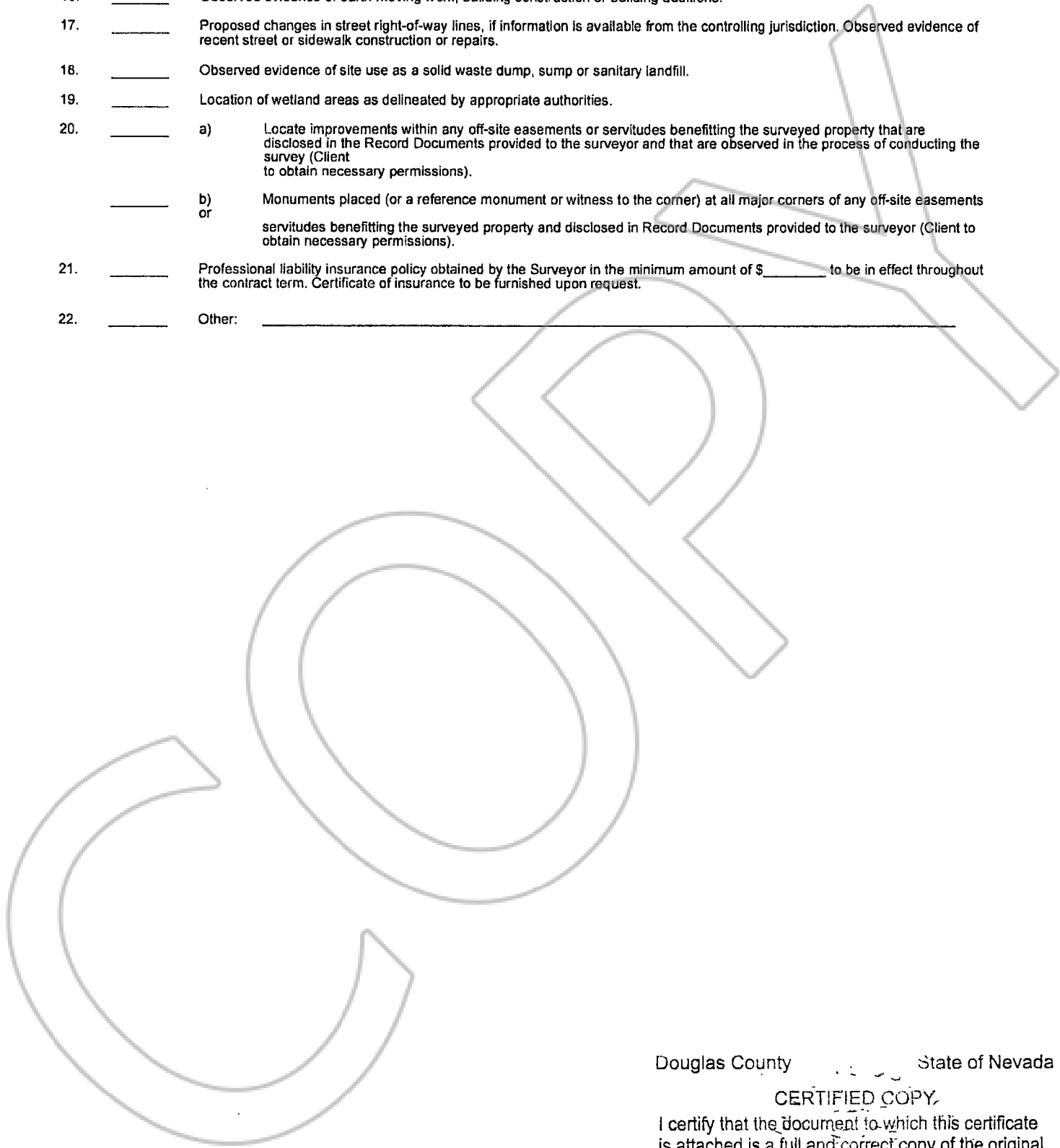
Note: The items of Table A must be negotiated between the Surveyor and Client. It may be necessary for the Surveyor to qualify or expand upon the description of these items (e.g., in reference to item 6(b), there may be a need for an interpretation of a restriction). The surveyor cannot make a certification on the basis of an interpretation or opinion of another party. Notwithstanding Table A Items 5 and 11(b), if an engineering design survey is desired as part of an ALTA/ACSM Land Title Survey, such services should be negotiated under Table A, Item 22.

If checked, the following optional items are to be included in the ALTA/ACSM Land Title Survey, except as otherwise negotiated (see note above):

1. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses.
2. Address(es) if disclosed in Record Documents, or observed while conducting the survey.
3. Flood zone classification (with proper annotation based on Federal Flood Insurance Rate Maps or the State or local equivalent), depicted by scaled map location and graphic plotting only.
4. Gross land area (and other areas if specified by the Client).
5. Vertical relief with the source of information (e.g. ground survey or aerial map), contour interval, datum, and originating benchmark identified.
6. a) Current zoning classification, as provided by the insurer.
 that b) Current zoning classification and building setback requirements, height and floor space area restrictions as set forth classification, as provided by the insurer. If none, so state.
7. a) Exterior dimensions of all buildings at ground level
 b) Square footage of:
1) exterior footprint of all buildings at ground level;
2) other areas as specified by the Client.
 c) Measured height of all buildings above grade at a defined location specified by the Client. If no defined location is specified, the point of measurement shall be identified.
8. Substantial features observed in the process of conducting the survey (in addition to the improvements and features required under Section 5 above) such as parking lots, billboards, signs, swimming pools, landscaped areas, etc.
9. Striping, number and type (e.g. handicapped, motorcycle, regular, etc.) of parking spaces in parking areas, lots and structures.
10. a) Determination of the relationship and location of certain division or party walls designated by the Client with respect to adjoining properties (Client to obtain necessary permissions).
 b) Determination of whether certain walls designated by the Client are plumb (Client to obtain necessary permissions).
11. Location of utilities (representative examples of which are shown below) existing on or serving the surveyed property as determined by:
 a) Observed evidence
 b) Observed evidence together with evidence from plans obtained from utility companies or provided by Client, and markings by utility companies and other appropriate sources (with reference as to the source of information).
 - Railroad tracks, spurs and sidings;
 - Manholes, catch basins, valve vaults or other surface indications of subterranean uses;
 - Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole cross-members or overhands; and
 - Utility company installation on the surveyed property.

Note: With regard to Table A, item 11(b), source information from plans and markings will be combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the Client is advised that excavation may be necessary.
12. Governmental Agency survey-related requirements as specified by the Client, such as for HUD surveys, and surveys for leases on Bureau of Land Management managed lands.
13. Names of adjoining owners of platted lands according to current public records.
14. Distance to the nearest intersecting street as specified by the Client.
15. Rectified orthophotography, photogrammetric mapping, airborne/mobile laser scanning and other similar products, tools or technologies may be utilized as the basis for the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor shall (a) discuss the ramifications of such methodologies (e.g. the potential accuracy and completeness of the data gathered thereby) with the insurer, lender and Client prior to the performance of the survey and, (b) place a note on the face of the survey explaining the source, date, precision and other relevant qualifications of any such data.

- 16. _____ Observed evidence of earth moving work, building construction or building additions.
- 17. _____ Proposed changes in street right-of-way lines, if information is available from the controlling jurisdiction. Observed evidence of recent street or sidewalk construction or repairs.
- 18. _____ Observed evidence of site use as a solid waste dump, sump or sanitary landfill.
- 19. _____ Location of wetland areas as delineated by appropriate authorities.
- 20. _____ a) Locate improvements within any off-site easements or servitudes benefitting the surveyed property that are disclosed in the Record Documents provided to the surveyor and that are observed in the process of conducting the survey (Client to obtain necessary permissions).
- _____ b) Monuments placed (or a reference monument or witness to the corner) at all major corners of any off-site easements or servitudes benefitting the surveyed property and disclosed in Record Documents provided to the surveyor (Client to obtain necessary permissions).
- _____ or _____
- 21. _____ Professional liability insurance policy obtained by the Surveyor in the minimum amount of \$ _____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request.
- 22. _____ Other: _____



Douglas County _____ State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

25th day of May, 20 22

By Emmy Dombrowski Deputy