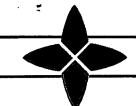
AGREEMENT NO. 2019-03



Shawnee Professional Services

Engineers → Surveyors → Acquisition → Energy

Land Surveying Services Agreement

This Survey Agreement is made and entered into on 4/8/2019 by and between Shawnee Professional Services ("SPS") and, Franklin County ("Client"). In consideration of the mutual promises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, SPS and Client agree as follows:

- I. SCOPE OF WORK
 See attached Appendix "A"
- II. TIME FRAME
 - SPS estimates that this project will begin within (1 to 2 weeks) from receipt of this signed agreement. SPS cannot guarantee the project will begin within this time frame due to issues beyond our control, such as inclement weather, timing issues because of use of outside contractors for title research, and other unforeseen issues that may arise.

III. COMPENSATION

- A. Client agrees to provide payment for the Scope of Work for the amount of \$2600, as per the estimate given by SPS.
- B. Upon acceptance of this agreement, the client will submit this signed agreement.
- C. Final payment for the Scope of Work will be provided by Client to SPS within 30 days of final completion of the Scope of Work, with additional payment terms as described on the invoice.
- D. SPS and Client agree that, for any payments made by credit or debit card, the quoted price for the completion of the Scope of Work will increase by 3% for that portion paid by credit or debit card. SPS also accepts checks, money orders, cashier's checks and cash.

IV. STOP WORK CLAUSE

Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and Client will be immediately notified. SPS will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If Client chooses to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by SPS for future resolution. If Client chooses resolution, SPS will act as the mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

V. TERMINATION OF CONTRACT

In the event the Client wishes to conclude all work under the above scope of work, the Client shall contact SPS via fax or letter. In this event, the Client will be invoiced for work performed up to the date of receipt of the notice to terminate. Payment for said services will be due immediately.

Shawnee Professional Services

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on the day and year first set forth above.

CLIENT: Fronk 1:2 Co	By: <u>Aaron Dauby</u>
By: Karlaly Cook.	Title: <u>Head of Survey Operations</u>
Date: 5/6/19	Date: 4/8/2019

104 South 4th Street PO Box 125 Vienna, Illinois 62995-0125 T: 1 (618) 658-6065 F: 1 (618) 658-9190

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Appendix A - Scope of Work

- Provide a complete Legal Boundary Survey of of the Franklin County Court House.
- The survey will be prepared to specifications of the Illinois Minimum Standards of Practice for Boundary Surveys.
- Set permanent survey markers (1/2" x 24" Iron Rod with Survey Cap) with wood stakes at each corner of the property.
- Prepare a Plat of Survey for the subject property. Said Plat of Survey will include the following: dimensions of the property, a new legal description of the property, acreage of the property, references to adjoining landowner deeds, the location of structures and driveway serving the property, legal access (easements or public roads) serving the property, and other items as deemed necessary by SPS.
- Line marking will be provided at the discretion of SPS. If line marking is deemed necessary, boundary lines will be marked with wood stakes or pin flags.

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