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August 27, 2021

Charlie Grace
San Simeon CSD
111 Pico Avenue
San Simeon, CA 93452

805-431-6253

cgrace@graceenviro.com

RE: Proposal for Surveying Services – 111 Pico Avenue, San Simeon
APN: 013-041-005

Dear Charlie:

Per your request, we are providing you with this proposal for surveying services for the CSD facilities at 111 Pico Avenue in San Simeon. It is our understanding that you need a boundary survey performed and a determination if any encroachments exist along the property line. I've recently had a discussion with Kevin Irot of First American Title company regarding this situation and I am somewhat familiar with it. I also performed a survey for Ron Hurlbut in 2018 for the property southeast of Pico Avenue. We can perform the following services:

A. Chain of Title Research

This will include a review of deeds and documents that have already been researched by First American Title Company. Once these documents have been reviewed, a spreadsheet will be prepared showing the conveyances up to the current ownership.

Fee not to exceed: \$1000

Client responsibilities:

Provide current title report for the CSD property APN 013-041-005

Provide all back up deeds and documents that were provided to the CSD by First American Title.

B. Boundary Survey/ Set Property Monuments

This will include record research into deeds and maps affecting the title to the property APN 013-041-005, a retracement survey to recover monuments in the field, office calculations to determine the boundaries based on found monuments and setting property corner monuments, consisting of 5/8" rebar with cap bearing the license number "LS5702". After the survey is completed, a Record of Survey map will be prepared for submittal to the County of San Luis Obispo as required by state law. During the course of performing the boundary survey we will locate and document any encroachments we find and show them on the Record of Survey map.

Estimated Fee Range: \$2800-\$3500

Reimbursable expenses (paid to agency by MBS on behalf of the client):

1) County of S.L.O. checking, recording, and SB-2 fees (\$374)

Charlie Grace - 111 Pico Avenue, San Simeon
August 27, 2021
Page 2

Client responsibilities:

Provide copy of the report by Wallace Group that was prepared for Hearst Ranch regarding the possible encroachment.

Provide copy of all construction drawings for the construction of the facilities.

C. Encroachment Survey

Once our boundary survey is completed, this task will include measuring any encroachments of buildings, fences, or utilities over the property line. A map will be prepared showing the encroachments and distances to the property line. If any encroachments are found, a recommendation will be made as to possible resolution for the encroaching improvements.

Estimated Fee Range: \$1800-2400

Terms and Conditions:

This proposal hereby incorporates MBS Land Surveys "General Provisions, Terms and Conditions" attached hereto and made a part hereof. If you would like us to proceed, sign below and return a copy to us via scan, fax or mail.

Sincerely,

Authorized to proceed:



Michael B. Stanton, PLS 5702



San Simeon CSD

8-30-21

Date



General Provisions, Terms and Conditions

1. **Billing:** If the proposal was quoted with estimated fees, you will be billed as the work progresses on a time and materials basis. The amount billed may be more or less than the estimated fees. We will keep you informed of our progress and will inform you if our services will exceed the scope and/or fee estimate limits. If the proposal was quoted with a fixed fee, you will be billed the fixed fee upon completion of the work. Requests that require overtime pay will be billed at 1.5 times the standard rate. Rates will be doubled for Expert Witness Services, Depositions or Trial Testimony. Rates may increase each year on January 1st.

Office Rates:

Permit Coordinator/Administration	\$95.00 per hour
Survey Technician I	\$95.00 per hour
Survey Technician II	\$120.00 per hour
Survey Technician III (LSTT)	\$145.00 per hour
Land Surveyor (PLS)	\$150.00 per hour
Survey Manager (PLS)	\$160.00 per hour
Expert Witness (PLS)	\$290.00 per hour

Standard Field Rates:

1-Person Field Crew	\$170.00 per hour
2-Person Field Crew	\$205.00 per hour

Field Prevailing Wage Rates: (Public Works Projects)

1-Person Field Crew	\$205.00 per hour
2-Person Field Crew	\$280.00 per hour

2. **Agency Fees:** All agency fees will be paid for by the client. Fees for submittal and checking of lot line adjustments, parcel and tract maps and other documents will be set according to current agency fee schedules.
3. **Records of Survey:** Client acknowledges and agrees that if Consultant provides surveying services, which require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, all costs of preparation, examination and filing of such Record of Survey will be paid for by Client as extra services.
4. **Completion of Work:** When the services rendered require the submittal of any maps or documents by the Surveyor to a governmental agency, it is agreed that the payment of fees due for services shall not be contingent upon the final approval by the agency of said maps and documents. It is agreed that the first submittal of said maps or documents to the agency shall constitute the completion of that portion of work. Agency or client-initiated changes after the first submittal to the agency will be billed on an hourly basis at the rates quoted above.
5. **Schedule:** The work will be scheduled after we receive the signed contract. We estimate our initial work project will be delivered within 30 work days of receiving this signed contract. Factors such as weather, staffing shortage, workload, equipment malfunctions, etc., may cause delay in product delivery.
6. **Terms of Payment:** All fees will be billed to the client at the completion of work or for long term projects, as the work progresses, and shall be due and payable within 30 days of the invoice date, with interest charged at 1.5% per month for past due invoices. Invoices will be sent via e-mail or by mail if no e-mail address is available. Invoices over 60 days past due will be referred to a collection agency and all remaining or ongoing survey work will stop. Sub-consultants and reimbursable items will be charged at cost plus 15%.
7. **Release and Delivery of Electronic Files:** AutoCAD files will be released only after full payment is received. Files will be delivered in Civil3D 2019 format. An additional charge of \$50 may be charged for converting the AutoCAD Civil3D 2019 drawing to other (e.g. older) drawing or drawing formats.
8. **Work Product:** Our product of service is the signed and sealed original hardcopy drawing.
9. **AutoCAD drawings:** Electronic data may be provided as a courtesy to the client. The user of this information hereby understands that the delivery of this electronic media does not constitute the delivery of our professional work product. MBS Land Surveys will not be responsible for any modifications made to the electronic file, or any products derived from this file, which are not signed and sealed by MBS Land Surveys. The user of the digital data agrees to hold harmless, indemnify, and defend MBS Land Surveys from and against any and all claims arising from the use or misuse of the electronic information provided herein.
10. **Extra Services:** Extra services will be handled on an hourly basis after your written or verbal authorization.
11. **Term of Proposal:** The fees and terms delineated in this contract are valid if the contract is executed within sixty (90) days of the date it was signed by the Surveyor.
12. **Termination of Contract:** Either party, with verbal or written notice, can terminate this contract.