

**Bock & Clark Corporation**  
**Surveyor's Terms and Conditions AGREEMENT**  
**Dated February 1, 2008**

For the purpose of providing and performing surveys and related services, the Surveyor and Bock & Clark have agreed, as of the date above, upon the following Terms and Conditions of this Agreement.

**1. PARTIES OF AGREEMENT:**

**1.1 Provider of Services:** The independent licensed surveyor and/or surveying firm (referenced below as the "Surveyor") who has or will be engaged to perform a survey by a letter of Authorization to Proceed from Bock & Clark.

**1.2 Payer of Services:**           **Bock & Clark Corporation**  
3550 W. Market Street, Suite 200  
Akron, Ohio 44333  
Phone: 800-787-8397 (800-SURVEYS)  
Fax: 330-666-3608  
Referenced below as "B&C"

**2. TERMS OF AGREEMENT**

**2.1 COMMUNICATING WITH B&C:** The Surveyor will communicate with B&C throughout the duration of the project to report the project status, delivery status and to relate questions or concerns. B&C prefers communication in the following order to insure a response and to document communications for the project. 1). Email transmission; 2). Fax transmission; and 3). Telephone.

- 1) **Email:** All staff members at B&C have email addresses and their email is delivered immediately without delay. As the Surveyor's office hours may differ from B&C's office hours, email becomes the most efficient communication method. Visit the Contact page on our website, [www.bockandclark.com](http://www.bockandclark.com), to find an employee directory and a complete list of email addresses.
- 2) **Fax:** B&C's fax number is **330-666-3608**. A fax transmission is a documented form of communication which is both a benefit to the Surveyor and to B&C.
- 3) **Phone:** Our phone numbers are 330-665-4821 or 800-787-8397 (800-SURVEYS). If a Surveyor is unaware of a B&C Staff member's extension, the same is available on a voice mail directory by calling either of these numbers.

**2.2 DELIVERY OF FIRST DRAFT OF SURVEY:** The Surveyor shall deliver the surveys within the calendar days indicated within the Surveyor's Quote from receipt of B&C's Authorization to Proceed (the "Deadline"). It is understood that delays may be encountered for weather, property line conflicts, excessive items in title commitments, or acts of God. If Surveyor experiences any delays in complying with this deadline, Surveyor will advise B&C IMMEDIATELY in writing via email transmission or fax transmission. It is understood that the surveys are due on the Deadline whether or not current title commitments and supportive documents are received by the Surveyor. In an instance where the current title commitment and supportive documents have not been made available at the time of the submittal of the first draft, the Surveyor shall state on the survey that the draft of survey was prepared without the benefit of a current title commitment or supportive documents. The procedure of submitting a survey without the benefit of a title commitment to comply with the Deadline shall be adhered to unless waived in writing by B&C.

- 2.3 DELIVERY/RECEIPT OF TITLE COMMITMENTS:** One copy of current title commitment (including copies of all supportive documents) upon which to base the surveys will be delivered to Surveyor as soon as they are available. The Surveyor shall review these materials immediately upon receipt and advise B&C of missing documentation.
- 2.4 LIMITS OF SURVEY:** The limits of the property(ies) to be surveyed are those described in the information made available to the Surveyor at B&C's original request for proposal. It is the responsibility of the Surveyor to review these materials and verify or qualify the same on the Quote submitted to B&C. In the event the current title commitment contains off-site appurtenant easements, then the Surveyor shall show the limits of said easements on his survey however no improvements within said easements shall be required within the scope of the survey. In the event the current title commitment contains more lands than the information which was made available at the time of the proposal request and as verified by the Surveyor on the quote, then the Surveyor shall immediately advise B&C in writing.
- 2.5 WEEKLY STATUS REPORT:** The Surveyor shall report to B&C on a weekly basis throughout the entire duration of the project either via email transmission as prompted by B&C or via fax transmission using the "Weekly Status Report Form" to (330)-666-3608 on the status of each survey. The Surveyor may use these opportunities for the required written communication to B&C to report problems, questions, etc. with regards to the project.
- 2.6 SURVEY DELIVERY PROCEDURE:** The standard B&C survey delivery procedure is a submittal of twelve (12) copies of the first draft of survey delivered to B&C by the Deadline. After review comments are offered by B&C and/or its client either on first or later drafts, the Surveyor will revise, if necessary, the survey and deliver copies of it to the persons identified by B&C.. It is understood that the delivery procedure may be modified for each project; therefore the Surveyor is to work with B&C staff on a project specific basis. For the purpose of quoting a project, the Surveyor should plan on submittals and deliveries of three (3) to five (5) drafts of surveys. Diligence on the part of the Surveyor to comply with Minimum Standards for ALTA/ACSM Land Title Surveys and B&C's NSN Drawing Specifications will reduce the number of submittals.
- 2.7 REVIEW COMMENTS:** All review comments and questions regarding the survey shall be delivered to the Surveyor in writing from B&C. It is understood that the Surveyor may be given an oral instruction from B&C to make a revision to the survey; if so, B&C will follow the oral instruction with either a written fax transmission or an email transmission of it. After review comments are offered by B&C and/or its client, the Surveyor will revise, if necessary, the survey and deliver copies of it to the persons identified by B&C. If the Surveyor needs any clarification, the Surveyor will submit questions in writing to B&C by e-mail or fax. The Surveyor shall NOT address requests for revisions from other parties without the written permission or instruction of B&C. It is understood that there may be multiple parties who may offer review comments or questions, including but not limited to the title company, lender's counsel, and buyer's counsel. After consultation with B&C, all of these comments will be considered and addressed by the Surveyor as a part of the scope of services. If the Surveyor determines that communication with the client is needed to clarify or respond to review comments or questions relating to the Surveyor's work product, then B&C will facilitate direct communication between the Surveyor and the client.
- 2.8 SURVEY FEES:** The Surveyor's fee for providing each survey are as noted on each B&C Quote Form submitted and as noted and acknowledged on B&C letter of Authorization to Proceed. Said fees are not-to-exceed amounts based upon the requirements, terms and conditions stated herein and the Limits of Survey described herein. Said fees are to include sales tax, all overnight delivery charges, reproduction costs, telephone calls, and labor and materials incidental to the performance and preparation of the survey(s). If the Limits of Survey described herein change, then the Surveyor shall notify B&C immediately in writing of any change prior to modifying or expanding the Limits of Survey and completing the survey.

**2.9 INVOICE TO BOCK & CLARK:** The Surveyor's invoice shall include: 1). B&C Project Name; 2). B&C Project Number; 3). B&C Site Number; 4). Property Address, including City & State; 5). Name of B&C Project Manager who authorized the work; and, 6). the amount of your invoice. The Surveyor can expect a delay in payment if all this information is NOT provided on the invoice. The Surveyor shall also be responsible to verify that B&C has on file a W-9 form as required by the Internal Revenue Service. This can be verified by contacting B&C's accounting department at 1-800-787-8397, ext. 826.

**2.10 PAYMENT OF FEES:** It is understood that the Surveyor will not be paid until B&C receives payment from its client and, further, payment to the Surveyor by B&C will not be made until B&C receives the final survey and the Surveyor's Invoice. Payment to the Surveyor will be processed within 10 days of B&C's receipt of payment from its client. It is typical that B&C is paid by its client within sixty days from delivery of the final surveys, therefore the Surveyor shall take this into account and make contingencies for the same if necessary when submitting quotes to B&C.

**2.11 LIABILITY/INSURANCE:** It is understood that Surveyor is engaged by B&C as an independent contractor to perform surveys for B&C and its client, and the actual performance of said surveys will be provided by a surveyor who is licensed to practice surveying within the state in which the project is located. B&C's liability will be limited to managing the procurement of said survey, monitoring all survey progress, communicating surveying needs to the Surveyor, reviewing surveys for compliance with requirements and delivery of final surveys to parties involved in the transaction. B&C shall not be liable or responsible for data, certifications or information reported by Surveyor on said survey(s), and Surveyor shall hold B&C harmless and indemnify B&C and its client against any and all claims arising from any negligence, errors and omissions by Surveyor in the performance of the work.

**2.12 COMPLIANCE WITH PRACTICE STANDARDS:** In providing the services and survey as required by this Agreement, the Surveyor shall exercise independent professional judgment and must comply with laws, regulations, and rules, as the case may be, applicable to the practice of land surveying in the locale where the property is situated ("Practice Standards"). The Surveyor will conform the survey to the Minimum Standards for ALTA/ACSM Land Title Surveys and B&C's NSN Drawing Specifications. The Surveyor will both advise B&C in writing of any request that conflicts with Practice Standards and resolve such conflicts after consultation with B&C.

**2.13 RIGHT TO CANCEL:** It is understood B&C reserves the right to cancel the survey order based upon the following terms and conditions:

**2.13.1** B&C will notify Surveyor in writing of cancellation by E-mail and/or FAX transmission. Said notice will be effective on that date on which it is sent to the Surveyor (the "Cancellation Date");

**2.13.2** In the event of cancellation, Surveyor will be compensated on the basis of: (i) reasonable charges for work performed to the date of Notice of the Cancellation; and (ii) reasonable costs and expenses for incidentals to that date.

### **3. CONFIDENTIALITY:**

The information contained in this agreement and related to ANY B&C project is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the parties to this agreement. Unauthorized use, disclosure or copying is strictly prohibited and may be unlawful.

### **4. COMPLETE AGREEMENT:**

These terms and conditions along with B&C's Survey Requirements named and dated for B&C's specific projects constitutes the total and complete agreement by and between the Surveyor and B&C and any amendments or

revisions hereto shall be agreed upon by both parties in writing. This complete agreement will be governed by the laws of the State of Ohio and will be construed and interpreted according to that law.

**5. ACCEPTANCE:**

The Surveyor and B&C concur with the terms and conditions stated herein. The Surveyor, by delivering a Quote, acknowledges receipt of these terms and conditions. B&C, by issuing a Letter of Authorization to Proceed to the Surveyor, agrees to the terms and conditions contained herein. The Surveyor agrees to the terms and conditions contained herein by signing and returning to B&C their acceptance of said Authorization to Proceed.

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