

**PAULSON & ASSOCIATES, LLC**

LAND SURVEYING

Parkview Office Building  
136 West Holum Street  
DeForest, Wisconsin 53532

Phone: (608) 846-2523  
*www.PaulsonAndAssociates.net*

**SURVEYING SERVICES CONTRACT**

OWNER/CLIENT:  
OpeningDesign  
Attn. Ryan Schultz  
312 West Lakeside St  
Madison, WI 53597

RE: Lot 10 and part of Lot 11, Otto Niemann Addition  
NE-NE, Section 19, T7N, R10E  
City of Monona, Dane County, WI

DESCRIPTION OF SERVICES TO BE PROVIDED:

Prepare Plat of Surveys \$ 875.00  
(including buildings, easements of record, driveway, spot elevations,  
occupation by others)

Re-Set Lost or disturbed Property Corners \$ 200.00

DEADLINES / EXPECTED TIME LINE FOR COMPLETION OF PROJECT:

Survey to be completed within 21 working days following receipt of signed contract.

THIS IS A FLAT FEE CONTRACT IN THE AMOUNT AS SHOWN ABOVE.

A RETAINER OF  \$0.00  DOLLARS IS REQUESTED .



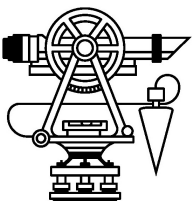
Client  
Client acknowledges this is a multi-page contract subject to the Limitations,  
Notices and Standard Conditions found on Page 2.

06.26.2017

Date

PAULSON & ASSOCIATES, LLC

Date



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### SERVICES NOT INCLUDED IN THIS CONTRACT:

- 1) County, Village or Town meetings. A fee of \$100 per hour will be charged for Surveyors attendance at any meetings with a one half (1/2) hour minimum per meeting plus travel time and expense.
- 2) Additional services or information required by governing municipality.
- 3) Serving as an expert in litigation unless otherwise agreed.
- 4) Engineering design, planning, construction staking or construction management.

### NOTICES AND STANDARD CONDITIONS:

- 1) Client is responsible for all permits, review and recording fees.
- 2) Client shall provide a current Title Report or Title Commitment.
- 3) All services to be completed in a timely and workmanlike manner according to standard practices.
- 4) This estimate is based on information provided by the client. If additional research uncovers unforeseen conditions this contract is null and void and the client maybe responsible for any and all cost encountered by surveyor.
- 5) If a Boundary or Title Issue is discovered during the course of this survey, this contract is null and void and a new contract will be prepared in order to resolve the discovered issue. The client shall be responsible for any and all costs encountered by surveyor prior to the discovery of an issue.
- 6) If contract is terminated by client, a fee based on actual time and materials shall be assessed.
- 7) All payments are due 30 days from date of invoice. Late payments shall be assessed an additional 1.5% per month (18% per year) from the date of invoice. The retainer shall be credited to the final payment of the project.
- 8) The Owner is hereby notified pursuant to Ch. 779 of the Wisconsin statutes that the surveyor shall have a lien against the property for the full cost of professional services which may be enforced through a claim for lien. Client shall be responsible for all cost involved in filing a lien and surveyors attempt to recover fees.
- 9) LIMITATIONS OF LIABILITY CLAUSE: Surveyors liability shall be limited to the total cost of this contract unless otherwise stated in this contract or addendum.
- 10) This survey is not an ALTA survey, unless specified, and this survey WILL NOT comply with the survey provisions of a title insurance policy unless an ALTA survey is specified.
- 11) Dispute Resolution: In the event of a dispute, Client and Surveyor agree to binding mediation conducted by an independent Wisconsin Professional Surveyor.
- 12) Surveyor shall retain ownership of all survey work unless, specified in this contract or addendum.
- 13) Limitations or qualifications as stated on the survey are incorporated into this contract.
- 14) Opinion of Survey is based on title information as provided by Client and/or Client's Title Company.
- 15) Estimate of cost void 30 days after surveyor's signature date.
- 16) Client certifies that they have authority to approve this contract.
- 17) Client Guarantees the Surveyor has access to the property and there are no unsafe conditions on the property.
- 18) Surveyor shall give sufficient notice to Client of conditions that may affect expected time lines or deadlines (i.e. vacations, illness or changes in Surveyor's expected work load).
- 19) Inclement weather (i.e. snow, rain or excessive cold) will extend expected time lines or deadlines equal to the number of days affected by the weather.
- 20) Electronic signatures shall be acceptable as original.
- 21) Client shall notify the Surveyor if this survey should be considered confidential.

