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September 18, 2023

Mr. J. Shane Howard
Sr Vice President
Burditt Land | Place
105 N. Main, Suite 123
Bryan, TX 77803

RE: City of Pflugerville 1849 Park
16430 Cameron Road, Pflugerville, Travis County, Texas

Dear Mr. Howard,

Thank you for contacting Quiddity Engineering (QE) regarding the above referenced properties. The scope of services for this engagement will be to prepare a Land Title Survey, Tree and Topographic Survey.

SCOPE OF SERVICES

Land Title Survey - Quiddity will prepare a Land Title survey for an approximate 81-acre tract out of the southern portion of Tract 1 called to contain 211.71 acres located at 16430 Cameron Road, Pflugerville, Travis County, Texas. The survey will show the bearings and distances around the perimeter of the subject tract, the location of visible improvements, and adjoining property owners with deed record information indicated. The survey will also show easements and other matters of record affecting the subject property listed in Schedule B of the title commitment (to be provided by others).

Lump Sum: \$4,650

Topographic Survey – Quiddity will perform a topographic survey of approximately 81 (+-) acres based on field survey data collected by QE personnel being a portion of Tract 1 called to contain 211.71 acres. The field work will include a ground topographic survey across the approximate 81-acres to produce 1-foot contours based on elevations measured at approximately 50-foot intervals with grade breaks, existing visible drainage features (including inverts as necessary and accessible), visible utilities, and improvements. The topographic survey will include a full Right of Way to Right of Way topographic survey of Cameron Road measured at approximately 50-foot intervals immediately adjacent to the subject tract.

Lump Sum: \$20,400

Tree Survey – the tree survey will show the location of all existing trees 8 inches and greater (except for the following exempted species: Hackberry, Cedar, Mountain Cedar, Chinaberry, Blueberry Juniper, Post Cedar, Mesquite, Ligustrum and Chinese Tallow) within the approximately 81 (+-) acres area of the above Topographic Survey. The trees will be sized and based on the City of Pflugerville Tree Ordinance measured at height of approximately 4.5 feet from the ground with aluminum tags and a number corresponding to the tree list on the face of the survey. The fee for the scope of services will be based upon a unit cost of \$25 per tree (non-taxable). The final tree survey fee will be based on the actual number of trees surveyed.

(estimated 50 trees = \$1,250)



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Special Considerations

1. Survey services will be provided by Quiddity Engineering
2. This proposal shall be subject to the enclosed General Conditions of Agreement.
3. This proposal shall be valid for 60 days from this date and may be extended upon approval by this office.

If you have any questions regarding this proposal, please do not hesitate to call me, otherwise sign, and date in the spaces provided below and return a copy to indicate your authorization for us to proceed with the services described herein, to acknowledge your approval of our stated fees and acceptance of the attached Terms & Conditions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rex L. Hackett".

Rex L. Hackett, RPLS, LSLS
Survey Department Manager

AUTHORIZED & ACCEPTED:
Burditt Land|Place

Signature

Print Name

Date

Note:

Please choose from the option(s) below to indicate how you would like receive our invoice:

- Email invoice to _____
- Email invoice to your company's general Accounts Payable email address (please write the email address on the provided line) _____
- Mail invoice to the address listed above

GENERAL CONDITIONS OF AGREEMENT

QUIDDITY ENGINEERING, LLC

PROCEEDING WITH SERVICES

These General Conditions of Agreement are a part of the Agreement for Professional Services (Agreement) between CLIENT and Quiddity Engineering, LLC (SURVEYOR). CLIENT agrees that these General Conditions of Agreement shall be binding upon CLIENT when CLIENT requests that SURVEYOR proceed with SURVEYOR's services described in the proposed Agreement that they accompany. Signing of the Agreement or requesting that SURVEYOR proceed with services shall be CLIENT's authorization for SURVEYOR to proceed unless stated otherwise in the Agreement.

STANDARD OF CARE

SURVEYOR's services performed under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the land surveying profession currently practicing in the same discipline, locality, conditions and circumstances as SURVEYOR. SURVEYOR makes no representations or warranties, express or implied, with respect to this Agreement, its performance or in any report, opinion or Document, as defined below, prepared by SURVEYOR.

PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay SURVEYOR for services performed and reimbursable expenses incurred in accordance with SURVEYOR 's then-current rate schedule and direct expense reimbursement policy. Invoices shall be submitted by SURVEYOR on a monthly basis, and the full amount shall be due and payable to SURVEYOR upon receipt. If the CLIENT disputes any portion of an invoice, the CLIENT shall notify SURVEYOR in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute. The CLIENT shall pay any excise, VAT, gross receipts, or sales tax imposed upon SURVEYOR's services.

The CLIENT shall pay SURVEYOR the lesser of the highest non-usurious interest rate or 0.75% per month on the due but unpaid balance owed SURVEYOR beginning thirty (30) days from receipt of the respective invoices. Payment thereafter shall be first applied to accrued interest and then to principal.

CLIENT INFORMATION

SURVEYOR shall be entitled to rely upon the completeness and accuracy of information supplied by or through CLIENT.

OWNERSHIP OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by SURVEYOR pursuant to this AGREEMENT are instruments of service in respect to the Project and SURVEYOR shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by SURVEYOR for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to SURVEYOR, and the CLIENT shall indemnify and hold harmless SURVEYOR from all claims,

damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

CONSTRUCTION PHASE SERVICES

When providing any services during the construction phase, SURVEYOR shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's Work, nor shall it be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Documents.

INSURANCE

SURVEYOR agrees to maintain: Workers' Compensation Insurance to cover all of its personnel engaged in performing services for the CLIENT under this Agreement; Commercial General Liability and Automobile insurance; and Professional Liability Insurance. Certificates of insurance are available upon request.

CONSEQUENTIAL DAMAGES

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ALL CLAIMS AGAINST EACH OTHER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF THE PROJECT AND LOSS OF PROFIT, INCURRED BY EITHER PARTY ALLEGEDLY DUE TO THE FAULT OF THE OTHER REGARDLESS OF THE NATURE OF THE FAULT.

LIMITATION OF LIABILITY

The CLIENT and SURVEYOR, having balanced their respective risks and rewards to be realized under this Agreement, agree that the total liability of SURVEYOR to CLIENT for any Loss, as defined below, whether arising under this Agreement, any services provided or the project shall not exceed in the aggregate the total professional fee paid to SURVEYOR. The CLIENT waives any and all Loss and claims for Loss against SURVEYOR in excess of such limitation. CLIENT further waives all claims for Loss against the individual owners, shareholders, or employees of SURVEYOR and shall look solely to SURVEYOR for satisfaction of any such claims of Loss.

THE TERM "LOSS" MEANS ANY AND ALL ACTUAL AND ALLEGED LOSS, COSTS AND DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION, ACTUAL, SPECIAL AND CONSEQUENTIAL DAMAGES, VICARIOUS LIABILITY, PERSONAL INJURY, DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE THEREOF, AND ECONOMIC LOSS); AND ANY EXPENSE (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S AND EXPERTS' FEES AND COSTS OF LITIGATION AND DEFENSE) CLAIMED THROUGH ANY DIRECT CLAIMS, CROSS-CLAIMS, COUNTERCLAIMS OR CLAIMS FOR SUBROGATION, CONTRIBUTION OR INDEMNITY THAT ARISE, IN WHOLE OR IN PART, IN CONNECTION WITH THIS AGREEMENT, ITS PERFORMANCE OR INTERPRETATION OR WITH RESPECT TO THE PROJECT OR SERVICES THE AGREEMENT DESCRIBES.

GENERAL CONDITIONS OF AGREEMENT
QUIDDITY ENGINEERING, LLC

INDEMNIFICATION

THE CLIENT AND SURVEYOR INTEND THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL OF THE TERMS OF THIS AGREEMENT AND ANY OF ITS CONSTITUENT PARTS THAT REQUIRE CLIENT TO INDEMNIFY, DEFEND, HOLD HARMLESS OR RELEASE SURVEYOR OR THAT WAIVE ANY CLAIMS OR DAMAGES AGAINST ANY ANOTHER PARTY SHALL BE ENFORCED REGARDLESS OF WHETHER ANY SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE CAUSED, OR ARE ALLEGED TO BE CAUSED, BY ANY NEGLIGENCE, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF ANY OTHER DUTY OR OBLIGATION OF THE PARTY INDEMNIFIED, DEFENDED, HELD HARMLESS OR RELEASED OR OF ANY PARTY AGAINST WHOM SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE WAIVED. ANY SUCH INDEMNITY, DEFENSE, HOLD HARMLESS, RELEASE OBLIGATIONS OR WAIVER PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

TERMINATION

Either party may terminate this AGREEMENT with or without cause at any time prior to completion of SURVEYOR 's services upon seven (7) days' written notice to the other party at the addresses of record. The CLIENT shall pay SURVEYOR for all serves performed and reimbursable expenses incurred through the date of termination.

ADDITIONAL TERMS

Neither party may assign, sublet, or transfer this Agreement or their interest in this Agreement without the prior written consent of the other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the CLIENT or SURVEYOR.

In the event any one or more provisions of this Agreement, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall be deemed stricken and shall not affect any other provision of this Agreement or the application of such provisions to other persons or circumstances, and the balance of this Agreement shall be enforced to the greatest extent permitted by law.

This Agreement shall be governed by the laws of the State of Texas. Exclusive venue for any dispute between the parties concerning the Agreement, its interpretation or performance, or the project shall be in a district court in Harris County, Texas.