

CONTRACT TO PERFORM LAND SURVEYING SERVICES

Phillip Sloan & Associates, Inc. ~ 230 Polk 74, Mena, AR 71953

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E-mail: phillip@phillipsloan.com

Property Owners Name: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Name to appear on plat: _____

Real Estate Broker or Closing Agent: _____ Phone # _____

1. Phillip Sloan & Associates, Inc. is hereby authorized to perform the herein described land surveying services on the following property: _____

Deed Book: _____ Page: _____

The authorized work is limited to the following services in addition to setting the corner monuments and preparing a survey plat:

Mark the property lines as follows: Do not mark the lines Flag the lines with pink ribbon Blaze trees Paint the blaze marks _____ (color)

Locate all visible improvements, visible encroachments and visible easements. Locate all written easements of record. Provide flood zone data.

Other services required: _____

2. This survey will be conducted under the guidelines of the Arkansas or Oklahoma Minimum Standards for Property Boundary Surveys and Plats. The scope of the survey is limited to those items requested on this authorization and those items required by the Arkansas or Oklahoma Minimum Standards. Except as specifically stated on the plat, this survey will not reflect any facts concerning environmental or subsurface conditions, road easements, utility easements, surface or subsurface utility locations, land use regulations, suitability of the property for any particular purpose, or information that would be disclosed by a complete title examination. It is hereby understood that land surveying services are based on the professional opinions of the surveyor and that because the court is the final authority in ownership matters, a particular outcome cannot be guaranteed by the surveyor.

3. The cost of the survey will be determined as follows:

Phillip Sloan & Associates, Inc. hereby submits a bid price of \$ _____ good until _____

Phillip Sloan & Associates, Inc. hereby submits an estimate of \$ _____ plus filing fee, with the total to be determined after the work is completed. The Arkansas and Oklahoma Minimum Standards dictates that all property boundary surveys will be based on evidence such as section corner monuments, deed records, and in some cases the testimony of knowledgeable individuals in the surrounding area. Monuments, up to a mile away from the property, which control the location of the survey lines must be found and in some cases reestablished before the survey can begin. Since the surveyor has no way of knowing what evidence will be available before the survey begins, an exact fee is impossible to determine in advance. This estimate is based on the general experience of the surveyor and the survey fees are based on a combination of factors not limited to the actual time spent performing the field work. If an initial review of the available evidence and local conditions, such as heavy underbrush, dictates that the cost of the survey will be more than 1 and 1/2 times the amount of the estimate the surveyor will contact the person authorizing the survey before proceeding. Should the authorizing person decide not to continue with the survey, payment at a rate of \$125.00 per/hour will be required for field inspection and research already completed.

If extensive title research is required, the client will be contacted to select a title company and will be responsible for the fees of that company.

If the surveyor is required to appear in court as an expert witness on behalf of the client, a fee of \$90.00 per/hour will be charged for preparation, travel, and court appearance time.

4. Source of authorization and terms of payment:

A retainer of \$ _____ will be required upon commencement of the survey work.

I am acting on behalf of myself as the owner of the property and agree to pay the retainer fee, if specified, upon commencement of the survey and any balance as described above upon delivery of the plat.

I am acting as the perspective buyer of the property and agree to pay the retainer fee, if specified, upon commencement of the survey and any balance as described above upon delivery of the plat. Payment must be secured by credit card unless prior arrangements are made.

The survey fees will be paid out of the proceeds of a real estate transaction being brokered by the above cited Real Estate Broker or Closing Agent in accordance with the real estate contract that is set to close on _____. I hereby certify that a sufficient amount of earnest money is deposited with the above cited broker or agent and that the earnest money may be used to pay the surveying fees even if the transaction does not close for any reason.

I am acting as the above cited Real Estate Broker or Closing Agent and agree to pay the survey fees within 14 days after the closing date of the real estate transaction which is set for _____ even if the transaction does not close for any reason.

5. Method of Payment:

Payment may be made by credit card, check, or cash and is expected upon completion of work unless prior arrangement is made.

Master Card Visa American Express Discover (Circle One) Exact name on card: _____

Card No _____ Exp Date ____/____ You may be contacted for additional information when the payment is processed.

Signature: _____ Date: _____

Phillip Sloan & Associates, Inc.

Date

Please sign and return one copy of this agreement.