

# WHITE LAKE TOWNSHIP TOWNSHIP BOARD

## REPORT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

**TO:** Township Board

**FROM:** Justin Quagliata, Staff Planner

**DATE:** February 10, 2023

**RE:** Parcel Number 12-13-376-014

---

In the fall of 2022 the Township Board accepted the donation of an approximately 4.25-acre parcel identified as Parcel Number 12-13-376-014, located on the north side of Highland Road, east of Sloane Court and west of Pontiac Lake Road. The parcel is currently zoned LB (Local Business). Since the property was donated to the Township, the in-house elected officials have discussed the possibility of placing the parcel on the market for sale. Staff and the in-house elected officials met with Farbman Group (FG), a real estate brokerage firm specializing in commercial properties. It was recommended by FG the Township obtain an ALTA (American Land Title Association) Survey and wetland delineation in order to have this information available to prospective buyers. An ALTA Survey contains minimum standard detail requirements which professional surveyors must include on a survey. A wetland delineation is a field investigation conducted by an environmental consultant which includes evaluation of vegetation, soil, and hydrology for the purpose of identifying and flagging/staking wetland boundaries. Note wetlands under the jurisdiction of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) may need to have the delineation reviewed and approved (process known as wetland verification) by representatives of the State.

Clerk Noble obtained two proposals for wetland delineation services and requested the Community Development Department review the proposals. Barr Engineering proposed to complete a wetland delineation for \$3,400. Kem-Tec proposed to complete a wetland delineation for \$2,900. Additionally, Kem-Tec proposed to complete an ALTA Survey for \$3,825. **In review of the proposals and services to be provided, the Community Development Department recommends the Township engage Kem-Tec to perform both the wetland delineation and ALTA Survey for Parcel Number 12-13-376-014.**

### **Attachments**

1. Barr Engineering proposal dated January 13, 2023.
2. Kem-Tec & Associates proposal dated February 1, 2023.
3. Farbman Exclusive Listing Agreement.



January 13, 2023

Anthony L. Noble  
White Lake Township Clerk  
7525 Highland Road  
White Lake, Michigan 48383-2900

**Re: Proposal/Agreement for Highland Road Property  
Parcel No. 12-13-376-014, White Lake township, Oakland County, Michigan**

Dear Mr. Noble:

Thank you for providing Barr Engineering Co. (Barr) the opportunity to submit this proposal to provide professional consulting services for the above referenced approximately 4-acre property. This letter summarizes our understanding of the requested scope of services and sets forth our estimated cost and schedule for completion of that scope of services. This letter when signed by you, together with our terms and conditions (attached), sets forth the Agreement between White Lake Township (Client) and Barr.

**Wetland Boundary Flagging and GPS Survey:** Barr will flag wetland boundaries within the site. Barr will use techniques outlined in the *U.S. Army Corps of Engineers Wetland Delineation Manual (Environmental Laboratory, 1987 – revised 1997)* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2, USACE 2010)*. The Client shall be responsible for providing Barr permission to enter the site as well as locating and identifying all property boundaries and project limits. Barr will GPS-locate all wetland flags using sub-meter accuracy GPS and prepare a wetland boundary graphic. Barr will provide an opinion regarding Michigan Department of Environment, Great Lakes, and Energy (EGLE) jurisdiction of any identified wetlands. Barr will attend one virtual meeting to discuss the results of the wetland boundary flagging.

Additional services such as re-evaluation of the wetland boundaries the following growing season, revising the flagging, GPS-surveying the revised flag locations, issuing a revised wetland boundary graphic, attending any additional meetings, preparation of any reports, seeking EGLE confirmation of our wetland boundary flagging, assistance with any permit applications, and/or threatened/endangered species studies may be provided at the Client's request and upon agreement by Barr.

**Assumptions/Limitations/Exclusions:** The scope of work, estimated costs, and schedule presented here are based on the following key assumptions and exclusions:

- Please be advised the information provided by Barr regarding wetland boundaries is a professional opinion of the wetland boundary. The ultimate decision on wetland boundary locations and jurisdiction thereof rests with EGLE and, in some cases, the Federal government.
- Wetland evaluations performed outside the growing season (from late October until late April) may not be consistent with the *U.S. Army Corps of Engineers Wetland Delineation Manual (Environmental Laboratory, 1987 – revised 1997)* and therefore are subject to increased potential for change than those wetland evaluations performed during the growing season.

**Fee and Schedule:** Barr's estimated cost for completion of this scope of work is \$3,400. For the services provided, you will pay us according to our Standard Fee Schedule – 2023 (attached) or Barr's standard fee

schedule that is in effect at the time the work is performed. Our budget estimate is based on the scope of work and the proposed approach described in this proposal and our experience performing similar work. The estimated commencement of services is approximately two weeks following receipt of client authorization, weather permitting. Snow cover of the ground surface may not be considered suitable conditions for performance of this scope. This Agreement will be effective for the duration of the services, unless terminated earlier by either you or us.


**Authorization:** We understand you have the authority to direct us. Direction should be provided to me at [wheld@barr.com](mailto:wheld@barr.com) or my cell phone 734-558-9288. If this Agreement is satisfactory, please sign below and return a copy to me to formally authorize Barr to proceed with this scope of work. By authorizing Barr to proceed with this scope of work, you acknowledge receipt of Barr's Standard Terms (attached) and agree to be bound by the terms and conditions of the Barr Standard Terms.

Thank you for the opportunity to work with you on this project. If you have any questions, please contact us at your convenience.

BARR ENGINEERING CO.



\_\_\_\_\_  
Tim Greenleaf  
Its Vice President



\_\_\_\_\_  
Woody Held  
Project Manager

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

WHITE LAKE TOWNSHIP

By \_\_\_\_\_

Its \_\_\_\_\_

Attachments: Standard Terms—Professional Services  
Standard Fee Schedule-2023



Fee Schedule—2023

Rev. 12/31/2022

Sheet 1 of 1

**Description** **Rate\***  
**(U.S. dollars)**

Vice President	\$170-315
Consultant/Advisor	\$205-300
Engineer/Scientist/Specialist IV	\$175-200
Engineer/Scientist/Specialist III	\$145-170
Engineer/Scientist/Specialist II	\$120-140
Engineer/Scientist/Specialist I	\$80-115
Technician IV	\$155-200
Technician III	\$125-150
Technician II	\$95-120
Technician I	\$70-90
Support Personnel III	\$155-200
Support Personnel II	\$95-150
Support Personnel I	\$70-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

For travel destinations within the continental U.S. (CONUS) and Canada, meals will be reimbursed on a per diem basis. The per diem rate will be as published by the U.S. Internal Revenue Service (IRS) based on the High-Low method. Full-day per diem rates will be pro-rated on travel days. For travel destinations outside the continental U.S. (CONUS) and Canada, meals will be reimbursed based on actual expenses incurred.

All other reimbursable expenses, including but not limited to costs of transportation, lodging, parking, postage, shipping, and incidental charges, will be billed at actual reasonable cost. Mileage will be billed at the IRS-allowable rate.

Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules.

---

Vice President category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g., engineers, geologists, and landscape architects) and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

\*Rates do not include sales tax on services that may be required in some jurisdictions.



## STANDARD TERMS—PROFESSIONAL SERVICES MICHIGAN WATER RESOURCES

Our Agreement with you consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

### Section 1: Our Responsibilities

- 1.1 We will provide the professional services (“Services”) described in this Agreement. We will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.
- 1.2 We will select the means, methods, techniques, sequences, or procedures used in providing our Services. If you direct us to deviate from our selections, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.
- 1.3 We will acquire all licenses applicable to our Services and we will comply with applicable law.
- 1.4 Our duties do not include supervising your contractors or commenting on, supervising, or providing the means and methods of their work unless we accept any such duty in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings.
- 1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.
- 1.6 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should add a contingency.
- 1.7 The information you provide to us will be maintained in confidence except as required by law.

### Section 2: Your Responsibilities

- 2.1 You will provide access to property.
- 2.2 You will provide us with prior reports, specifications, plans, changes in plans, and other information about the project that may affect the delivery of our Services. You will hold us harmless from claims, damages, and related expenses, including reasonable attorneys’ fees, involving information not timely called to our attention or not correctly shown on documents you furnish to us.
- 2.3 You agree to provide us with information on contamination and dangerous and hazardous substances and processes we may encounter in performing the Services and related emergency procedure information.
- 2.4 You agree to hold us harmless as to claims that we are an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.
- 2.5 Site remediation services may involve risk of contamination

of previously uncontaminated air, soil, or water. If you are requesting that we provide services that include this risk, you agree to hold us harmless from such contamination claims, damages, and expenses, including reasonable attorneys’ fees, unless and to the extent the loss is caused by our negligence.

- 2.6 You agree to make disclosures required by law. If we are required by law or legal process to make such disclosures, you agree to hold us harmless and indemnify us from related claims and costs, including reasonable attorneys’ fees.

### Section 3: Reports and Records

- 3.1 We will retain analytical data relating to the Services for seven years and financial data for three years.
- 3.2 Monitoring wells are your property and you are responsible for their permitting, maintenance and abandonment unless we accept that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials at your expense.
- 3.3 Our reports, notes, calculations, and other documents, and our computer software, programs, models, and data are instruments of our Services, and they remain our property, subject to a license to you for your use in the related project for the purposes disclosed to us. You may not use or transfer such information and documents to others for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, and expenses, including reasonable attorneys’ fees, arising out of any unauthorized transfer or use.
- 3.4 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic media format, you accept exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.
- 3.5 If you do not pay for the Services in full as agreed, we may retain reports and work not yet delivered to you and you agree to return to us our reports and other work in your possession or under your control. You agree not to use or rely upon our work for any purpose until it is paid for in full.

#### **Section 4: Compensation**

- 4.1 You will pay for the Services as agreed or according to our then current fee schedules if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such and you should allow for a contingency in addition to estimated costs.
- 4.2 You agree to notify us of billing disputes within 15 days and to pay undisputed portions of invoices within 30 days of invoice date. For balances not paid under these terms, you agree to pay interest on unpaid balances beginning 10 days after invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.
- 4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of the terms of our Agreement and we agree to extend credit to that person.
- 4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding to which we are not a party.
- 4.5 If we are delayed by factors beyond our control, or if the project conditions or the scope of work change, or if the standards change, we will receive an equitable adjustment of our compensation.
- 4.6 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to payment otherwise due us.

#### **Section 5: Disputes, Damage, and Risk Allocation**

- 5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.
- 5.2 We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital. Each of us waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.
- 5.3 We will not be liable for damages unless you have notified us of your claim within 30 days of the date of your discovery of it and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within two years of the earlier of the date of injury or loss and the date of completion of the Services.
- 5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services, but not less than \$50,000, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you

provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

- 5.5 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, we may terminate all of our duties without liability to you or to others.
- 5.6 If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorneys' fees.
- 5.7 The law of the state in which the project site is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment will have any individual liability for his or her acts or omissions and you agree not to make any claim against individual employees.
- 5.8 Barr and you waive all rights, including their insurers' subrogation rights, against each other, their subcontractors, agents, and employees, and the other's consultants, separate contractors, and their subcontractors, agents, and employees for losses or damages covered by their respective property or casualty insurance, commercial general liability, or Builder's Risk insurance. This waiver of subrogation is effective notwithstanding any duty of indemnity.

#### **Section 6: Miscellaneous Provisions**

- 6.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured will be limited to losses caused by our sole negligence.
- 6.2 This Agreement is our entire agreement, and it supersedes prior agreements. Only a writing signed by an authorized representative for each of us making specific reference to the provision modified may modify it.
- 6.3 Neither of us will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.
- 6.4 Only a writing may terminate this Agreement. We will receive an equitable adjustment of our compensation as well as our earned fees and expenses if our work is terminated prior to completion.
- 6.5 We will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affectional preference, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a specially disabled, Vietnam-era, or other eligible veteran. We will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Our actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.
- 6.6 Neither we nor you, including our officers, employees, and agents, are agents of the other, except as agreed in writing.

Except as agreed in writing, nothing in this Agreement creates in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. Nothing contained herein will prevent either party from procuring or providing the same or similar products or

services from or to any third person, provided that there is no breach of any obligations pertaining to confidentiality.

*End of Standard Terms*



**Kem-Tec, A Group of Companies**  
**Professional Engineering, Surveying & Environmental Services**  
22556 Gratiot Avenue, Eastpointe, Michigan 48021  
Phone: (586) 772-2222 Fax: (586) 772-4048

---

February 1, 2023

Anthony Noble  
**White Lake Township Clerk**  
7525 Highland Road  
White Lake, MI 48383  
[ANoble@whitelaketwp.com](mailto:ANoble@whitelaketwp.com)

Re: (Vacant Lot) Highland Road, White Lake Township, Oakland County, Michigan  
Parcel ID No.: 12-13-376-014

Dear Mr. Noble,

In accordance with your request, Kem-Tec & Associates is pleased to submit this proposal to provide the following professional surveying services as follows:

#### **Task 1 – Wetland Delineation & Water Resources Identification**

A wetland determination and delineation will be completed on the Project Site following guidelines of the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region, the Regional Supplement to the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual (1987 Manual) and the statutory criteria of Part 301, Inland Lakes and Streams, Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). This work will take no more than two (2) days of fieldwork for crew of one (1) wetland ecologist. This task will specifically include the following work:

- Current and historical aerial photographs, National Wetland Inventory (NWI) maps, Natural Resources Conservation Service soils maps, and other data will be evaluated prior to fieldwork to gain a sense as to where regulated wetlands may be located on the Project Site.
- Perform a site visit to identify and demarcate the boundaries of wetlands and other water resources on the Project Site that may be regulated by the Michigan Department of Environmental Quality (MDEQ).
- Wetland boundaries will be demarcated with vinyl flagging tape and/or wood lath stake; flags will be labeled sequentially. nuI will map the location of boundary flags using a GNSS receiver capable of decimeter accuracy.
- Produce a wetland delineation and water resources report, which will include site location, NWI, soils, topographic, and wetland delineation maps; a photographic log; and wetland determination data forms.

In the event no wetlands or other water resources are identified, a letter of no findings with a photographic log will be produced. The draft report will be provided to Client electronically for review and comment within three (3) business days of the completion of fieldwork. If no





**Kem-Tec, A Group of Companies**  
**Professional Engineering, Surveying & Environmental Services**  
22556 Gratiot Avenue, Eastpointe, Michigan 48021  
Phone: (586) 772-2222 Fax: (586) 772-4048

---

comments are received within five (5) days of delivery of the draft report, the draft report will be considered final and accepted by Client.

### **COST OF SERVICES**

Kem-Tec & Associates proposes to provide the professional services identified in Task 1 in a lump sum fee. The below cost is the cost for the project task:

<i>Task</i>	<i>Cost</i>
Task 1: Wetland Delineation & Water Resources Identification	\$2,900.00

**Upon acceptance of this proposal, please sign and return this package along with a retainer fee in the amount of \$1,450.00. The total amount due must be paid in full upon receipt of the report.**

Kem-Tec & Associates standard terms and conditions are attached and considered part of this proposal and shall be signed by the parties upon acceptance of the proposal.

We appreciate the opportunity to submit this proposal and look forward to working with you. If you have any questions regarding this matter, please do not hesitate to contact us.

Sincerely,

Anthony T. Sycko, Jr., P.S.  
Kem-Tec & Associates  
Project Manager

\*Additional services will only be performed upon request and written authorization from the client.



**Kem-Tec, A Group of Companies**  
**Professional Engineering, Surveying & Environmental Services**  
22556 Gratiot Avenue, Eastpointe, Michigan 48021  
Phone: (586) 772-2222 Fax: (586) 772-4048

---

By placing my signature in the space below, I acknowledge that I have read and accept the terms of this proposal; I am responsible for the payment and authorize Kem-Tec & Associates to proceed with the project stated above.

**Client**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Business/Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

**Retainer Fee May be paid in any of the following ways:**

**Check**

**Cash**

**Credit** (We accept VISA, MasterCard, and American Express)

Type of Card: \_\_\_\_\_

Number on Card: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Security Code: \_\_\_\_\_

I authorize Kem-Tec & Associates to charge my card for \$ \_\_\_\_\_

Signature: \_\_\_\_\_



**Kem-Tec, A Group of Companies**  
**Professional Engineering, Surveying & Environmental Services**  
22556 Gratiot Avenue, Eastpointe, Michigan 48021  
Phone: (586) 772-2222 Fax: (586) 772-4048

---

## **KEM-TEC & ASSOCIATES Terms & Conditions of Service**

**Access to Site:** Unless otherwise stated, Kem-Tec & Associates will have access to the site for activities necessary for the performance of the services. Kem-Tec & Associates will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

**Ownership of Documents:** All documents produced by Kem-Tec & Associates under this agreement shall remain the property of Kem-Tec & Associates and may not be used by the client for any other endeavor without the written consent of Kem-Tec & Associates.

**Agency Approval:** Kem-Tec & Associates shall not be liable for damages resulting from the actions or inactions of governing agencies including, but not limited to, permit processing, environmental impact reports, zoning matters, use or conditional use permits and building permits. Kem-Tec & Associates shall only act as an advisor in governmental relations.

**Termination of Services:** The client or Kem-Tec & Associates may terminate this agreement, should the other fail to perform its obligation hereunder. In the event of termination, the client shall pay Kem-Tec & Associates for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Filing, Submittal & Inspection Fees:** All filing, submittal and inspection fees required by any local or state unit of government shall be the responsibility of the client and the owner. This includes the cost of review, inspection, zoning, assessment, permit and bond fees, as well as any other fees not specifically covered by the proposal.

**Invoices/Payments:** Invoices for Kem-Tec & Associates services shall be submitted, at Kem-Tec & Associates option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Kem-Tec & Associates may, without waiving any claim or rights against the client, and without liability whatsoever to the client, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay all costs of collection, including reasonable attorney's fees.

**Limitation of Professional Liability:** In recognition of the relative risks, rewards and benefits of the project to both the clients and Kem-Tec & Associates, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, Kem-Tec & Associates total liability to the client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any causes, shall not exceed \$20,000 or Kem-Tec & Associate's fee, whichever is greater. Such causes



**Kem-Tec, A Group of Companies**  
**Professional Engineering, Surveying & Environmental Services**  
22556 Gratiot Avenue, Eastpointe, Michigan 48021  
Phone: (586) 772-2222 Fax: (586) 772-4048

---

include, but are not limited to, Kem-Tec & Associate's negligence, errors, omissions, strict liability, breach or contract of warranty.

***Certification, Guarantees and Warranties:*** Kem-Tec & Associates shall not be required to execute any document that would result in their certifying, guaranteeing or warranting, the existence of conditions whose existence Kem-Tec & Associates cannot ascertain.

***Re-staking:*** In the event that any staking is destroyed by an act of God or by parties other than the surveyor, the client shall pay the cost of re-staking as additional services unless otherwise stated.

***Indemnification:*** The client shall, to the fullest extent permitted by law, indemnify and hold harmless Kem-Tec & Associates, its officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Kem-Tec & Associates.

***Entire Agreement:*** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

#### **KEM-TEC & ASSOCIATES**

Accepted by: \_\_\_\_\_ Date: February 1, 2023

Print Name: Anthony T. Sycko, Jr., P.S.

Title of Person Signing: Project Manager

#### **Client**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Business/Corporation Name: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_



**Kem-Tec, A Group of Companies**  
**Professional Engineering, Surveying & Environmental Services**  
22556 Gratiot Avenue, Eastpointe, Michigan 48021  
Phone: (586) 772-2222 Fax: (586) 772-4048

---

February 1, 2023

Anthony Noble  
**White Lake Township Clerk**  
7525 Highland Road  
White Lake, MI 48383  
[ANoble@whitelaketwp.com](mailto:ANoble@whitelaketwp.com)

Re: (Vacant Lot) Highland Road, White Lake Township, Oakland County, Michigan  
Parcel ID No.: 12-13-376-014

Dear Mr. Noble,

In accordance with your request, Kem-Tec & Associates is pleased to submit this proposal to provide the following professional surveying services as follows:

**Task 1 – ALTA Survey**

Kem-Tec & Associates will provide services to perform a survey in accordance with the Minimum Standard Detail Requirements for an ALTA/NSPS Land Title Survey as adopted by ALTA (American Land Title Association) and NSPS (National Society of Professional Surveyors) in 2021. The following items from Table A (see attached) will be performed. The survey will depict existing setbacks, wetland setbacks, and show buildable area.

**COST OF SERVICES**

Kem-Tec & Associates proposes to provide the professional services identified in the following cost break down:

<i>Task</i>	<i>Cost</i>
Task 1: ALTA Survey	\$3,825.00

**Upon acceptance of this proposal, please sign and return this package with retainer amount of \$1,912.50. The total amount due must be paid in full upon receipt of the survey.**

**The Survey will be completed in approximately three weeks from the receipt of signed proposal and a retainer fee.**

**The Survey will be based upon property information provided by the client. Easements and encumbrances will only be depicted per Title Commitment or Title Search as provided by the client. A Title Search can be completed for an additional fee.**

Kem-Tec & Associates standard terms and conditions are attached and considered part of this proposal and shall be signed by the parties upon acceptance of the proposal.



**Kem-Tec, A Group of Companies**  
**Professional Engineering, Surveying & Environmental Services**  
22556 Gratiot Avenue, Eastpointe, Michigan 48021  
Phone: (586) 772-2222 Fax: (586) 772-4048

---

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions regarding this matter, please do not hesitate to contact us.

Sincerely,

Anthony T. Sycko, Jr., P.S.  
Kem-Tec & Associates  
Project Manager

\*Additional services will only be performed upon request and written authorization from the client.

By placing my signature in the space below, I acknowledge that I have read and accept the terms of this proposal; I am responsible for the payment and authorize Kem-Tec & Associates to proceed with the project stated above.

**Client**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Business/Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

**Retainer Fee May be paid in any of the following ways:**

**Check**

**Cash**

**Credit** (We accept VISA, MasterCard, and American Express)

Name on Card: \_\_\_\_\_

Number on Card: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Security Code: \_\_\_\_\_

I authorize Kem-Tec & Associates to charge my card for \$ \_\_\_\_\_

Signature: \_\_\_\_\_



**TABLE A**  
**OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS**

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1.  Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2.  Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3.  Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4.  Gross land area (and other areas if specified by the client).
5.  Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.
6.  (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.  
 (b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.
7.  (a) Exterior dimensions of all buildings at ground level.  
(b) Square footage of:  
 (1) exterior footprint of all buildings at ground level.  
 (2) other areas as specified by the client.  
 (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8.  Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9.  Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
10.  As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.



11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
- (a) plans and/or reports provided by client (with reference as to the sources of information)
  - (b) markings coordinated by the surveyor pursuant to a private utility locate request

Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

12.  As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.
13.  Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
14.  As specified by the client, distance to the nearest intersecting street.
15.  Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.
16.  Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
17.  Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
18.  Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.
19.  Professional liability insurance policy obtained by the surveyor in the minimum amount of \$\_\_\_\_\_ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.
20.  \_\_\_\_\_

Adopted by the Board of Governors, American Land Title Association, on October 1, 2020.





**Kem-Tec, A Group of Companies**  
**Professional Engineering, Surveying & Environmental Services**  
22556 Gratiot Avenue, Eastpointe, Michigan 48021  
Phone: (586) 772-2222 Fax: (586) 772-4048

---

## **KEM-TEC & ASSOCIATES Terms & Conditions of Service**

**Access to Site:** Unless otherwise stated, Kem-Tec & Associates will have access to the site for activities necessary for the performance of the services. Kem-Tec & Associates will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

**Ownership of Documents:** All documents produced by Kem-Tec & Associates under this agreement shall remain the property of Kem-Tec & Associates and may not be used by the client for any other endeavor without the written consent of Kem-Tec & Associates.

**Agency Approval:** Kem-Tec & Associates shall not be liable for damages resulting from the actions or inactions of governing agencies including, but not limited to, permit processing, environmental impact reports, zoning matters, use or conditional use permits and building permits. Kem-Tec & Associates shall only act as an advisor in governmental relations.

**Termination of Services:** The client or Kem-Tec & Associates may terminate this agreement, should the other fail to perform its obligation hereunder. In the event of termination, the client shall pay Kem-Tec & Associates for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Filing, Submittal & Inspection Fees:** All filing, submittal and inspection fees required by any local or state unit of government shall be the responsibility of the client and the owner. This includes the cost of review, inspection, zoning, assessment, permit and bond fees, as well as any other fees not specifically covered by the proposal.

**Invoices/Payments:** Invoices for Kem-Tec & Associates services shall be submitted, at Kem-Tec & Associates option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Kem-Tec & Associates may, without waiving any claim or rights against the client, and without liability whatsoever to the client, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay all costs of collection, including reasonable attorney's fees.

**Limitation of Professional Liability:** In recognition of the relative risks, rewards and benefits of the project to both the clients and Kem-Tec & Associates, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, Kem-Tec & Associates total liability to the client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any causes, shall not exceed \$20,000 or Kem-Tec & Associate's fee, whichever is greater. Such causes include, but are



**Kem-Tec, A Group of Companies**  
**Professional Engineering, Surveying & Environmental Services**  
22556 Gratiot Avenue, Eastpointe, Michigan 48021  
Phone: (586) 772-2222 Fax: (586) 772-4048

---

not limited to, Kem-Tec & Associate's negligence, errors, omissions, strict liability, breach or contract of warranty.

***Certification, Guarantees and Warranties:*** Kem-Tec & Associates shall not be required to execute any document that would result in their certifying, guaranteeing or warranting, the existence of conditions whose existence Kem-Tec & Associates cannot ascertain.

***Re-staking:*** In the event that any staking is destroyed by an act of God or by parties other than the surveyor, the client shall pay the cost of re-staking as additional services unless otherwise stated.

***Indemnification:*** The client shall, to the fullest extent permitted by law, indemnify and hold harmless Kem-Tec & Associates, its officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Kem-Tec & Associates.

***Entire Agreement:*** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

#### **KEM-TEC & ASSOCIATES**

Accepted by: \_\_\_\_\_ Date: February 1, 2023

Print Name: Anthony T. Sycko, Jr., P.S.

Title of Person Signing: Project Manager

#### **Client**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Business/Corporation Name: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_



## EXCLUSIVE RIGHT TO SELL OR LEASE AGREEMENT

1. **APPOINTMENT OF BROKER.** The undersigned owner (“Owner”) whose address is **7525 Highland Road, White Lake, MI 48383**, hereby employs NAI Farberman (“Broker”) as Owner’s sole and exclusive agent and grants Broker the sole and exclusive right to sell **X** exchange \_\_\_ lease \_\_\_ the following described real estate (the “Property”), located in **White Lake, Oakland County, Michigan** known as **4.25 AC at Highland Road, White Lake – Parcel: 12-13-376-014** for a term commencing **February 15, 2023** (the “Effective Date”) and expiring at 12:00 Midnight Eastern Standard Time on **February 14, 2024** (the “Exclusivity Period”).

2. **PRICE AND TERMS.** Broker is hereby authorized to offer the Property under the following prices and terms: (a) for sale at a price of \_\_\_\_\_ TBD \_\_\_\_\_ (\$ \_\_\_\_\_ TBD \_\_\_\_\_) Dollars, in cash, or such other price and terms which are approved by Owner.

3. **RENEWAL OF TERM.** The term of the Exclusivity Period shall be automatically extended on a month-to-month basis unless terminated by Owner or Broker in a writing addressed to the other party at any time after the end of the initial term of the Exclusivity Period, with such termination to be effective as of the end of the calendar month in which such notice is delivered pursuant to the Notice Provisions outlined in Section 19 hereof.

4. **COMMISSION.** Upon the closing of the sale or lease transaction of the Property, either pursuant to the terms of this Agreement, or under such other terms acceptable to Owner, Broker’s commission (the “Commission”) equal to:

Sale:  
**6%** of the sale price  
**6%** of the sale price if co-brokered  
the Commission will be paid by Owner to Broker at the closing of the sale or if a lease, 50% upon lease execution and 50% payable upon lease commencement. The Commission shall be deemed earned and payable to Broker provided that: (i) if during the Exclusivity Period, the Property is sold or leased to anyone; or (ii) if during the Exclusivity Period, anyone produces a buyer or tenant that is ready, willing and able to purchase or lease the Property; or (iii) the Property is sold or leased within one hundred eighty (180) days after the expiration of the Exclusivity Period (the “Protection Period”) to any person or persons with whom Broker has had written negotiations or written communications for the sale or lease thereof during the Exclusivity Period and whose name shall have been furnished to Owner in writing on or before fifteen (15) days after the expiration of the Exclusivity Period. The term “sale” or “sold”, for which a Commission shall be due and payable based on the Property’s listed value in Section 2a, shall be deemed to include, but not be limited to: (i) any exchange or trade to which Owner consents; or (ii) if Owner is a partnership, joint venture, corporation, trust or other similar entity (collectively the “Business Entity”), any transfer, sale, exchange, or conveyance of any interest in such Business Entity to any person or entity that is not a partner, member, manager, officer, director, or shareholder of the Business Entity.

5. **MARKETING/INFORMATION SHARING.** Promptly after execution of this Agreement, Owner shall provide Broker with the names of all parties, if any, with whom Owner has discussed the Property prior to the date hereof. Owner shall likewise inform Broker of the dates and nature of all communications by Owner with any prospective purchasers or tenants after the date hereof and shall refer all inquiries from such parties to Broker. Subject to the terms and conditions provided herein, Broker shall market the Property to prospective purchasers or tenants, as applicable, as the Broker deems appropriate in its sole and absolute discretion. Broker is authorized to prepare and provide, to any prospective purchasers or tenants, sales or leasing packages describing the Property, including without limitation, rent rolls, operating history and any such additional financial data provided by Owner. Owner agrees that Broker shall have no liability with respect to any data supplied by Owner and provided by Broker to any prospective purchaser or tenant. Upon the consummation of a sale or lease of the Property, Broker shall have the right to advertise such sale or lease, provided that such advertisement shall not include any details of the terms of the sale or lease other than Broker’s participation in the transaction, and the identity of the purchaser and seller.

6. **MARKETING AND EXPENSES REIMBURSEMENT.** Broker shall be responsible for costs and expenses associated with the general marketing of the Property including, without limitation, the cost of building signage and preparation of marketing materials. Owner shall reimburse Broker for any other third party marketing expenses which have been preapproved by Owner and such cost reimbursements shall be paid by Owner to Broker within ten (10) days after written request therefor.

7. **ANALYSIS.** To the extent that Broker prepares any analysis, valuation, appraisal or other report (the "Analysis") regarding the economic value of the Property, the Owner acknowledges and agrees that any such Analysis will be an estimate only and will not constitute a representation, warranty, covenant or guaranty, either expressed or implied, regarding future events or performance. The Owner represents that any Analysis prepared by Broker will be used for its internal purposes only, and will not be disseminated to any third party without the written consent of Broker.

8. **BROKER'S INDEPENDENT CONTRACT STATUS.** Broker is an independent contractor under this Agreement. Nothing contained herein or in the relationship of Owner and Broker shall be deemed to constitute a partnership, joint venture or any other relationship between Owner and Broker, except as may be expressly set forth in this Agreement. Broker does not have the authority to bind Owner or any potential purchaser or tenant to any contract to purchase, sell or lease the Property. Owner fully understands that Broker has no authority to bind any potential purchaser and Owner has not and will not rely on any representation or statement to the contrary unless contained in a writing signed by the potential purchaser to be bound.

9. **WAIVER OF CONFLICT OF INTEREST.** Owner understands that other property owners may list their property with Broker, which may be similar to or even competitive with Owner's Property. Owner consents to Broker's exclusive and non-exclusive representation of other such potential property owners who may be in direct competition with Owner, before, during and after the expiration of this Agreement. Owner understands and agrees that Broker shall not be required to disclose information to Owner obtained from or relating to other potential property owners. Owner further understands and accepts that Broker may show the Property to and/or negotiate with parties, with which Broker has either an existing or former agency or sub-agency relationship. Owner agrees that Broker shall not be held liable for not disclosing information concerning such a property owner that was obtained while Broker was acting as an agent or sub-agent of said party, which might, in the sole discretion of Broker, harm said party's bargaining position.

10. **NON-DISCRIMINATION.** Owner and Broker agree as required by law not to discriminate because of race, color, national origin, age, sex, handicap, religion, height, weight, marital or familial status with respect to the sale or lease of the Property.

11. **COOPERATING BROKERS.** Owner acknowledges that Broker is entitled and encouraged to solicit the cooperation of other real estate brokers. However, Broker may not enter into any commission arrangements with other brokers that would be inconsistent with the terms of this Agreement or which would increase the total amount of Owner's liability hereunder, and Owner's sole liability for commissions shall be as provided in this Agreement. Broker has no responsibility to pay a fee or commission to a cooperating broker, unless and until Owner has paid the fee or Commission to Broker.

12. **DUAL REPRESENTATION.** Owner acknowledges that Broker may represent other prospective purchasers or tenants and Owner consents to such dual representation.

13. **DEPOSIT.** As consideration for Broker's services hereunder, Broker is entitled to fifty (50%) percent of all deposit funds Owner retains as damages due to a default by a buyer, not to exceed the total Commission Broker is entitled to hereunder.

14. **PROFESSIONAL ADVICE.** The Broker is trained in the marketing of real estate. Neither the Broker, nor its agents are trained to provide the Owner or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. If the Owner desires advice regarding: (i) past or present compliance with zoning and building code requirements; (ii) legal or tax matters; (iii) the physical condition of the Property; (iv) this Agreement; or (v) any transaction for the acquisition of the Property, the Broker **STRONGLY RECOMMENDS THAT THE OWNER OBTAIN SUCH INDEPENDENT ADVICE. IF THE OWNER FAILS TO DO SO, THE OWNER IS ACTING CONTRARY TO THE ADVICE OF THE BROKER.**

15. **LIMITED LIABILITY.** Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages. In no event shall Broker's liability to Owner exceed the fees paid to Broker pursuant to this Agreement.

16. **NOTICE.** Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered to the respective addresses listed above (a) by registered or certified mail, United States Postal Service, postage prepaid, return receipt requested; (b) electronic mail, with confirmation of receipt, followed by a copy given in accordance with the provisions in subparagraph (a) or (b); or (c) by a generally recognized commercial courier service or overnight delivery service, with receipt for delivery.

17. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. This Agreement shall be binding upon and inure to the benefit of Owner and Broker and their respective heirs, personal representatives, successors and assigns. The undersigned represents that it is duly authorized to enter into this Agreement and perform its obligations

hereunder. This document contains the entire agreement between the parties and supersedes any prior discussions, negotiations, representations, or agreements, written or oral, between the parties hereto or any of their respective affiliates respecting the subject matter hereof. No alterations, additions, or other changes to this Agreement shall be made or be binding unless made in writing and signed by both parties to this Agreement. If any term or provision of this Agreement is held to be void or unenforceable, such term or provision will be ineffective and separable from the remaining terms and provisions of this Agreement without invalidating the remaining terms or provisions of this Agreement. In any arbitration or other legal proceeding arising out of this Agreement or any transaction contemplated hereunder, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorneys' fees and expert fees' in addition to any other relief to which such party may be entitled. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and be deemed an original and shall be binding on all parties. This Agreement may be executed in telecopy (faxed) copies and electronic (e-mail) copies and facsimile and electronic signatures and shall be binding upon the parties.

The parties hereto have executed this Agreement the day and year first above written.

**OWNER:**

WHITE LAKE CHARTER TOWNSHIP

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Email: \_\_\_\_\_

**NAI FARBMAN:**

By: \_\_\_\_\_  
Name: Michael Kalil  
Its: Chief Operating Officer  
Email: kalil@farbman.com

By: \_\_\_\_\_  
Name: Ron Goldstone  
Its: Executive Vice President  
Email: goldstone@farbman.com

## SUPPLEMENTAL PROVISIONS

1. **INDEMNIFICATION.** Broker shall indemnify, defend (with counsel reasonably acceptable to Owner) and hold harmless Owner, and their respective partners, shareholders, directors, officers and employees, against and from any and all losses, liabilities, and damages (including without limitation reasonable attorneys' fees) arising in connection with any third party action, claim, proceeding, or investigation by reason of the gross negligence, willful misconduct, or fraud of Broker (or any of its employees or agents).

The foregoing indemnification obligations shall survive the expiration or early termination of this Agreement.

2. **ARBITRATION OF DISPUTES.** Except with respect to the Broker's rights to enforce its Broker's Lien as provided for in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by final binding arbitration administered before a single arbitrator by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will proceed in the county where Broker's office is located. Unless the parties agree otherwise, the arbitration shall be governed by the AAA's Expedited Procedures. The parties also agree that the AAA's Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The AAA's fees and charges shall be paid equally by the parties as they become due, provided that the prevailing party shall be awarded its costs and expenses associated with any dispute concerning this Agreement, including reasonable attorneys' fees from the non-prevailing party. If either party fails to pay its share of the AAA's fees or expenses as they become due, and such failure is not cured within five days of receiving written notice thereof from the other party or the AAA, such party shall be deemed to have defaulted and the arbitrator shall enter final judgment in favor of the non-defaulting party.

ADDENDUM TO AGREEMENT

Owner and Broker have entered into this exclusive listing agreement for \_\_\_\_\_. Owner consents to Broker listing the property on real estate data platforms such as CoStar, LoopNet, CPIX, CREXI and other websites.

Owner

\_\_\_\_\_  
By:  
Its:

Broker

\_\_\_\_\_  
By:  
Its: