

Professional Services Agreement for:

HM Enterprise Holdings, Inc.
C/O: Grant LeRoux
1266 West Paces Ferry Road NW
Atlanta, GA 30327
grantleroux@mail.com



**Re: Rezoning Application Proposal
6250 Lanier Island Pkwy**

Dear Sir,

Genuine Mapping & Design, LLC, ("GMD") appreciates the opportunity to submit this Proposal for Professional Services ("Agreement") to HM Enterprise Holdings, Inc. ("Client") for the 6250 Lanier Island Parkway commercial development project. GMD understands the Subject Property to be Tax Parcel 07330 001006B, being a 1.86 acre tract of land currently zoned H-B (Highway Business District) in the Hall County Gateway Overlay District. GMD proposes to provide Professional Services as outlined in the following Scope of Services for the indicated Fee:

Rezoning Application

Rezoning Application

\$3,500

GMD will provide for the Client the preparation, filing, representation, all documentation, and services in the Client's interest for a Rezoning request for Parcel 07330 001006B to advance the Client's proposed program requirements for a Light Industrial (I-I) Development on the Subject Property. Note that GMD cannot guarantee approval of a rezoning request. We will work diligently on the Client's behalf to pursue approval, but **payment is not contingent on approval**. In the case of a denial of any application, or a withdrawal after the first public meeting, the associated scope shall be considered 100% complete and payable. Any additional submittals required will incur a resubmittal fee in the amount of \$800.00. Our scope of work will include but not limited to the following:

- **Due Diligence** – GMD will perform a review of the Subject Property existing conditions, site visit and review of surrounding properties, determination of current zoning, review of past actions and requests, conduct initial discussion with the county representatives, and consultation with the Client. In addition, GMD will prepare the necessary Applications for the Client to authorize and then submit said Applications to the County for review and consideration.
- **Pre-Application Meeting** – GMD will attend any and all required Pre-Application and Client meetings.
- **Public Hearing Notifications** – GMD will prepare any necessary and required mailers for the Subject Property per the list of property owners generated by the County.
- **Project Related Meetings** – GMD will represent the Client at the Planning Commission Public Hearing for the proposed request on the Subject Property. GMD will attend meetings for the Client and other related parties to include meeting with the local issuing authorities for the betterment of the proposed Development.

(Continued on the next page)

Exclusions & Items to be Provided by Client

- Re-permitting, revision, redesign, or re-engineering of construction documents due to the amendment, adoption, or revision of current governmental regulations in place and in force as of the date of this proposal, or of any prior agreements, rezoning conditions, etc. not provided to engineer prior to the date of this proposal
- Any and all actual Permit Review and Permit Issuance Fees associated with the Subject Property to the County or local issuing authorities
- All project related signatures for the Applications, Forms, Easements, and other related permitting documents for the Subject Property

Project Reimbursables**Cost x 1.10**

GMD is providing this estimated cost for budgeting purposes on the project. All project reimbursable are in addition to the Professional Land Surveying Services as defined in this basic proposal of services. Photographic Enlargements, Printing and Reproduction of Project Documents, Courier Services, and any direct expenses incurred on the project are reimbursable. All aforesaid items will be reimbursed and billed to the Client at 1.10 times the actual cost. GMD will provide a detailed report to the Client upon request.

Invoices

GMD will prepare invoices monthly billing all work performed over the course of the month. Charges will draw against the fees outlined herein on a "percent complete" basis. Invoices are due and payable upon terms stipulated on said invoice. Invoices not paid within thirty (30) days of receipt will be assessed a finance charge of five percent (5%) per month, or fraction thereof, for each month beyond thirty (30) days past due. Invoices not paid within forty-five (45) days of receipt will result in a stoppage of work until the past due invoices are paid in full. Invoices not paid within sixty (60) days of receipt may be subject to lien or legal proceedings or referred to a collection agency. The Client will be responsible for all expenses incurred in the collection of any unpaid invoice, including internal hourly costs, actual attorney fees and costs charged by GMD's legal counsel.

Payment Schedule:

Rezoning Application	Invoiced at 100% after BOC meeting
Resubmittal Fee (if necessary)	Invoiced at 100% after BOC meeting

Scope Changes & Additional Services

The Client may request that GMD, or it may become necessary for GMD, to conduct additional services beyond the scope outlined in this Agreement in order to further the objectives of the project as defined by the Client. Any plan revisions requested after approval of the initial concept plan shall be considered Additional Services. GMD will be notified in writing by the Client in advance before any additional Services are performed or changes in scope are accepted. Any services which Client requests GMD to perform after final payment has been made to the contractor(s) or more than thirty (30) days after the project has been certified to be substantially complete shall be considered Additional Services. Any modifications or changes to project scope requested and approved by the Client shall be considered Additional Services. GMD fees for authorized or requested Additional Services will be based upon the Hourly Rates in effect at the time services are performed.

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Hourly Rates

Genuine Mapping & Design, LLC's current hourly rates are shown below. Hourly billing for fieldwork includes travel time.

Professional Land Surveyor	\$160.00/hr	Professional Engineer	\$160.00/hr
Survey Field Crew	\$145.00/hr	Project Manager	\$95.00/hr
Permit Expediter	\$85.00/hr	Draftsman	\$85.00/hr

Terms and Conditions

This proposal is good for fifteen (15) days. Either party may terminate this agreement at any time in writing, at which time, work done through the date of termination will be paid according to the hourly rate schedule in effect. All preliminary and final project documents, including notes, drawings, and worksheets, shall remain the property of GMD. These documents may not be used, reproduced, or published without the expressed written permission of GMD. In the event the Client makes a claim against GMD, at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall bear all cost incurred by GMD in defending itself against such claim(s). The reciprocal of this clause (i.e. a claim made by GMD, against the Client where failure of proof of claim is established, financial responsibility for Client's defense shall rest upon GMD) is hereby made a part of this agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia and any actions brought by either party shall be submitted to the courts of the local review authority, Georgia. If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable. By the signatures, the undersigned representatives of GMD and the Client acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Companies, and that all conditions precedent to the undersigned being authorized to act for the Company have been met.

Limitation of Liability

GMD shall not be held responsible for any inaccuracies in any material, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services. With regard to as-built drawings, subdivision plats or other deliverables reviewable by public agencies, GMD does not guarantee approval such submittals, only that it will diligently attempt to comply with any requirements, timelines and procedures applicable per the agreed Scope of Services. GMD shall not be held responsible or liable for any damages not directly and solely attributable to the services provided under this contract.

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Signature Page

By signing below the undersigned hereby acknowledges and certifies that they are a corporate officer, partner or member of the corporate entity identified herein or are otherwise authorized to enter into contractual agreements on behalf of said corporate entity.

Sincerely,

Ben Drerup, LS, MAA
Principal / General Manager
Genuine Mapping & Design, LLC

Proposal Acceptance:

Accepted for:
HM Enterprise Holdings, Inc.


(Signed)

Grant LeRoux
(Name)

President
(Title)

2/13/23
(Date)

Grant LeRoux
(Billing Contact)

grantleroux@mail.com
(Billing Email)

* Please execute, scan and email this proposal to bdrerup@guinemapping.com.