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**DOWNTOWN DEVELOPMENT
AUTHORITY**

Katelyn Greenwood

Tina Parks

Bel Outwater

Jared Swift

Amy Holstein

Bob Konst

Mary Grace Vogel

**CITY OF AUBURN
DOWNTOWN DEVELOPMENT AUTHORITY
MAIN STREET BOARD OF DIRECTORS**

**BUSINESS MEETING
FEBRUARY 13, 2020 @ 6:00P.M.
COUNCIL CHAMBERS**

1. **OPEN MEETING BY CHAIR** – Katelyn Greenwood
2. **APPROVAL OF MINUTES** – January 9, 2020
3. **NEW CITY HALL SURVEYING PROPOSALS**
 - a. Approval of surveying proposal from Falcon Design Consultants.
4. **FAÇADE GRANT – CHUCK BRANK – 1396 3RD AVE.**
5. **DOWNTOWN/MAIN STREET REPORT**
 - a. 2020 Work Plan
6. **DISCUSSION/ANNOUNCEMENTS**
7. **NEXT MEETING** – March 12, 2020

AUBURN TOWN CENTER
SURVEYING PROPOSALS

City Survey: The city's parcel must be surveyed to ALTA standards for the bond funding (higher level of detail versus a simple survey)

Hawthorne Survey: This is the parcel that Dave Schmit has under contract to complete the road from SR29 to 6th Street (to be paid by Schmit).

Combination Plat: This is creating a single parcel out of both the City and Hawthorne surveys so we can subdivide the city hall parcel and road between SR29 and 6th Street.

Wetlands: The stream on the city property and associated wetlands must be surveyed for design purposes.

Topography: This will provide design information to prepare drawings for the Land Disturbance Permit.

We have three bids that included:

1. **Falcon Design Consultants:** This is the recommended surveyor due to both technical ability and ability to perform the work within the development schedule.
2. **Dunahoo & Associates:** They did the original survey and were the least expensive. Disqualified them due to concerns with keeping up with the pace and complexity.
3. **GeoSurvey:** Not selected as they were the highest priced.

**** Approval request is for Falcon at \$15,870. ****

Scope	Dunahoo	Falcon	GeoSurvey
City Boundary-ALTA	\$3,500	\$4,920	\$5,500
Hawthorne Boundary-ALTA	Paid by Schmit	Paid by Schmit	Paid by Schmit
Combo Plat	\$1,000	\$2,400	\$3,250
Wetlands Delineation	Included	\$1,200	\$1,650
Topo	Not bid	\$7,350	\$13,950
Total	Incomplete	\$15,870	\$24,950

PROPOSAL #1



January 23, 2020

Mr. Jay Miller
Downtown Development Authority of the City of Auburn
1369 4th Avenue
Auburn, GA 30011

RE: ALTA/NSPS Land Title Survey, Topographic Survey, Combination Plat and Wetland/Stream
Delineation Proposal
6th Street, City of Auburn, GA (Parcel AU 11 068) (+/- 14.57 Acres)

Dear Mr. Miller:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced site. The following is our proposed scope of services.

Project Scope & Fees

1. ALTA/NSPS Land Title Survey: \$4,920.00

An ALTA boundary survey for the parcel as identified above will be performed in accordance with the 2016 minimum standard detail requirements for ALTA/ACSM Land Title Surveys and the Table A items attached to this proposal (the "ALTA Standards").

**Title documents provided by client.*

2. Topographic Survey: \$7,350.00

- Work to be performed by using Lidar Drone Technology.
- Lidar Scans will be referenced to State Plan Coordinate System (NAD83 2011 Adjustment) and HAVD88 using eGPS Network.
- Scan data will be collected from approximately 170 feet above level and classified to generate a bare earth model.
- Deliverables include CAD file with 2-foot contours and surface produced by Civil 3D 2018 (Pointcloud data in LAZ format available, if requested).

**Client should notify the consultant if there are rock croppings, debris fields, stockpiles, or above ground structures that would need to be surveyed by a field survey crew.*

3. Combination Plat: \$2,400.00

- Work to include office time to combine three (3) parcels into one lot and submit to the City for approval.

4. Wetland/Stream Delineation: \$1,200.00

- Locate all jurisdictional wetlands and State waters on subject property.
- Report provided by Nelson Environmental, Inc.

Reimbursable Expenses:

In addition to the Professional Fees described above, we will invoice for Reimbursable Expenses. This is usually referred to "Out-of-Pocket" expenses. The following items will be considered Reimbursable Expenses:

- Blue Printing – Reproduction of Drawings or Documents
- U.S. Mail Messenger, Messenger and Overnight Delivery Services

Additional Services

Only those services specifically described above, are included within the scope of this proposal. Additional Services are further explained in each consultant's contract and shall be made a part of the Standard Agreement between Owner and Design Firm. Examples of Additional Services, which may be required as the project develops, includes but is not limited to the following:

- Modifications to previously approved work "Change of Scope"
- Additional site visits (Civil Engineer, Mechanical Engineer and Structural Engineer)
- Submittal Fees (Review/Recording)

All work will be performed in accordance with the Contract Conditions.

Contract Conditions

If, during the course of work, the Client finds it necessary to terminate the work, the work will stop by the Consultant upon written notification from the Client. The Client will pay for the services and expenses incurred to the point of termination based on the Consultant's estimate of the percentage of work complete.

Invoices for work completed will be submitted at the beginning of each month for work performed the previous month. All invoices are net due in 30 days. In the event that an invoice is not paid within 30 days the Consultant reserves the right to stop work after notifying the client in writing, until such outstanding invoices are paid in full.

The Consultant reserves the right to terminate or suspend all work for the Client with verbal or written notice if unpaid undisputed invoices are greater than 30 days past due.

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project. All additional services provided by the Consultant directly will be paid based upon the hourly rate schedule attached to this agreement without additional contract modifications. The Owner must approve additional Subcontractor/Subconsultant work in writing before the work is begun.

It is agreed that the Consultant's professional services do not extend to or include the review or site observation of the Construction Contractor's work or performance. It is further agreed that the Client will defend, indemnify, and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments and expenses, including all attorney fees and costs of defense or other costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the Contract Documents. The Consultant agrees to be responsible for the negligent acts, error or omissions of the Consultant's own employees. The Client agrees that the liability of Falcon Design Consultants, LLC resulting from any negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,
Falcon Design Consultants, LLC



Adam L. Price, P.E.
Managing Partner



John Palmer
President

Accepted and Agreed:

Signature

Title

Date

PROPOSAL #2



GeoSurvey, Ltd.
1660 Barnes Mill Road
Marietta, GA 30062

Land Surveying - 3D Laser Scanning

GA TN AL FL SC NC

Phone: (770) 795-9900
Fax: (770) 795-8880
Email: jcoleman@GeoSurvey.com

Professional Land Surveying Services Proposal / Contract

Client:	Ms. Nancy Diamond Schmit + Associates P.O. Box 1208 Roswell, Georgia 30077	January 28, 2020	Site Location: Lat: 34-00-32 Long: 83-49-13
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Site Location / Description

The site proposed to be surveyed is located along Atlanta Highway NW in Auburn, Barrow County, Georgia. The total area of the site is approximately 14.9 acres. Said site is more accurately depicted on the attached exhibits.

Scope of Services

GeoSurvey, Ltd., will provide a complete ALTA/NSPS Land Title Survey of the above referenced site. The survey will conform to the currently established standards for land title surveys as adopted by The American Land Title Association and The National Society of Professional Surveyors, Inc. in 2016. We will additionally perform services covering Items 1,2,3,4,6a,7a,7b-1,8,9,10a,11, and 13 of Table A Optional Responsibilities. (See copy attached for reference). **Please note that we cannot issue final ALTA/NSPS certification until we receive a current title inspection report for the subject site, including all supporting documents referenced in said report.** Water lines, gas lines, and other utilities will be located and depicted on the final drawing based on visible above ground evidence and plans or drawings provided to us by the client or client's consultants. Utilities not observed or located utilizing these techniques may exist on this site but not be shown and may be found upon excavation. Please note that the depth or pressure of underground utilities will not be provided as part of this service. Our survey will conform to all regulations as set forth in the GA Plat Act found in OCGA 15-6-67 and Chapter 180-7-.07 of the most current rules of The GA State Board of Registration for Professional Engineers and Land Surveyors. Our final survey will be certified to your firm and/or your title insurance company if requested. You will be provided with a signed and certified digital copy of the final survey in .pdf format and up to 10 paper prints of the final survey if desired. We will also complete a surveyor's inspection report for the site if required.

Project Fee and Payment Schedule

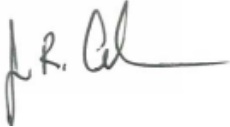
Our estimate of time required to complete this project unless inclement weather or other unforeseen circumstances delays our collection of the necessary field data:	30 business days
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Work Description	Fee	Authorization
ALTA Boundary Survey Our lump sum fee to provide the land surveying services as outlined above is:	\$ 5,500.00	

All submitted invoices are to be paid upon receipt unless prior arrangements have been made. It is EXPRESSLY understood that GeoSurvey, Ltd., will be paid upon completion of our work, and there are no contingencies for payment once our services are satisfactorily completed. Invoices over 30 days old will be considered past due and will be charged 1 ½ % per month interest until paid. Any and all costs incurred to collect past due accounts will be the sole responsibility of the client. Limitation of Liability: It is further understood by all parties involved that the amount of liability for GeoSurvey, Ltd., related to errors and/or omissions on documents and/or services provided by us related to this contract shall not exceed the stated amounts of insurance coverage as required in the RFP from the client or the maximum amount of available coverage carried by GeoSurvey, Ltd, whichever is less.

Proposal Authorization and Acceptance

I, the undersigned, authorize GeoSurvey, Ltd., to proceed with the services as outlined in this proposal / contract. I certify that the company I represent to solicit and authorize the services as outlined herein authorizes me, and I agree to all the terms as set forth in this contract.


Jamey R. Coleman, LS
GeoSurvey, Ltd.

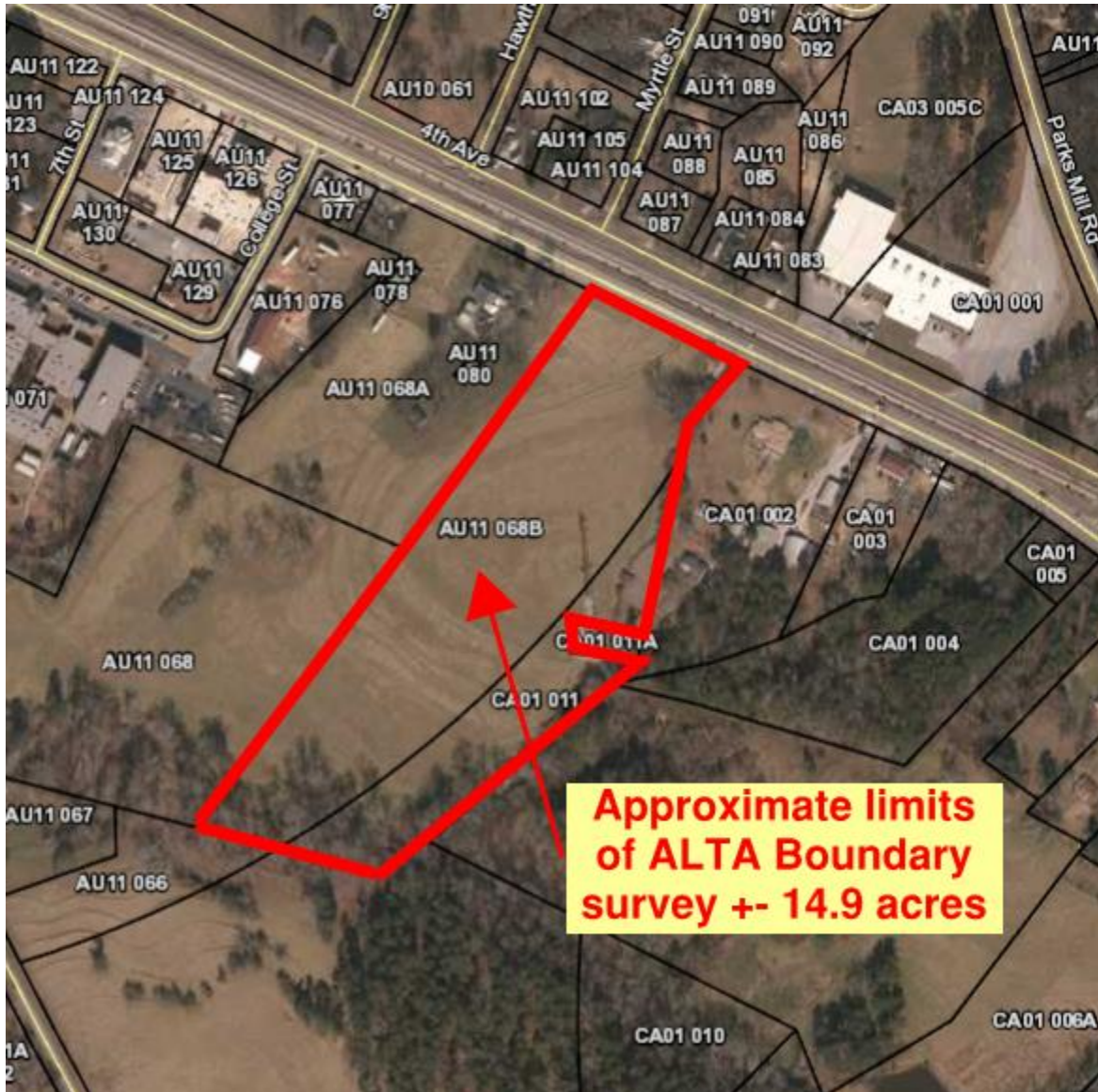
1/28/2020

Date

Ms. Nancy Diamond
Schmit + Associates
(Please note authorizations above)

Date

EXHIBITS (Limits of ALTA Boundary survey)



EXHIBITS (Aerial Photo)



EXHIBITS (ALTA Standards)

American Land Title Association® (ALTA®)
National Society of Professional Surveyors (NSPS)

Minimum Standard Detail Requirements
For ALTA/NSPS Land Title Surveys

MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS (Effective February 23, 2016)

NOTE - Attention is directed to the fact that the National Society of Professional Surveyors, Inc. (NSPS) is the legal successor organization to the American Congress on Surveying and Mapping (ACSM) and that these 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys are the next version of the former Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys.

1. **Purpose** - Members of the American Land Title Association® (ALTA®) have specific needs, unique to title insurance matters, when asked to insure title to land without exception as to the many matters which might be discoverable from survey and inspection, and which are not evidenced by the public records.

For a survey of real property, and the plat, map or record of such survey, to be acceptable to a title insurance company for the purpose of insuring title to said real property free and clear of survey matters (except those matters disclosed by the survey and indicated on the plat or map), certain specific and pertinent information must be presented for the distinct and clear understanding between the insured, the client (if different from the insured), the title insurance company (insurer), the lender, and the surveyor professionally responsible for the survey.

In order to meet such needs, clients, insurers, insureds, and lenders are entitled to rely on surveyors to conduct surveys and prepare associated plats or maps that are of a professional quality and appropriately uniform, complete, and accurate. To that end, and in the interests of the general public, the surveying profession, title insurers, and abstracters, the ALTA and the NSPS jointly promulgate the within details and criteria setting forth a minimum standard of performance for ALTA/NSPS Land Title Surveys. A complete 2016 ALTA/NSPS Land Title Survey includes:

- (i) the on-site fieldwork required pursuant to Section 5,
- (ii) the preparation of a plat or map pursuant to Section 6 showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor pursuant to Section 4,
- (iii) any information from Table A items requested by the client, and
- (iv) the certification outlined in Section 7.

2. **Request for Survey** - The client shall request the survey, or arrange for the survey to be requested, and shall provide a written authorization to proceed from the person or entity responsible for paying for the survey. Unless specifically authorized in writing by the insurer, the insurer shall not be responsible for any costs associated with the preparation of the survey. The request shall specify that an "ALTA/NSPS LAND TITLE SURVEY" is required and which of the optional items listed in Table A, if any, are to be incorporated. Certain properties or interests in real properties may present issues outside those normally encountered on an ALTA/NSPS Land Title Survey (e.g., marinas, campgrounds, trailer parks; easements, leases, other non-fee simple interests). The scope of work related to surveys of such properties or interests in real properties should be discussed with the client, lender, and insurer; and agreed upon in writing prior to commencing work on the survey. The client may need to secure permission for the surveyor to enter upon the property to be surveyed, adjoining properties, or offsite easements.



3. **Surveying Standards and Standards of Care**

- A. Effective Date** - The 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys are effective February 23, 2016. As of that date, all previous versions of the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys are superseded by these standards.
- B. Other Requirements and Standards of Practice** - Many states and some local jurisdictions have adopted statutes, administrative rules, and/or ordinances that set out standards regulating the practice of surveying within their jurisdictions. In addition to the standards set forth herein, surveyors shall also conduct their surveys in accordance with applicable jurisdictional survey requirements and standards of practice. Where conflicts between the standards set forth herein and any such jurisdictional requirements and standards of practice occur, the more stringent shall apply.
- C. The Normal Standard of Care** - Surveyors should recognize that there may be unwritten local, state, and/or regional standards of care defined by the practice of the "prudent surveyor" in those locales.
- D. Boundary Resolution** - The boundary lines and corners of any property being surveyed as part of an ALTA/NSPS Land Title Survey shall be established and/or retraced in accordance with appropriate boundary law principles governed by the set of facts and evidence found in the course of performing the research and fieldwork.
- E. Measurement Standards** - The following measurement standards address Relative Positional Precision for the monuments or witnesses marking the corners of the surveyed property.
- i. "Relative Positional Precision" means the length of the semi-major axis, expressed in feet or meters, of the error ellipse representing the uncertainty due to random errors in measurements in the location of the monument, or witness, marking any corner of the surveyed property relative to the monument, or witness, marking any other corner of the surveyed property at the 95 percent confidence level. Relative Positional Precision is estimated by the results of a correctly weighted least squares adjustment of the survey.
 - ii. Any boundary lines and corners established or retraced may have uncertainties in location resulting from (1) the availability, condition, history and integrity of reference or controlling monuments, (2) ambiguities in the record descriptions or plats of the surveyed property or its adjoiners, (3) occupation or possession lines as they may differ from the written title lines, or (4) Relative Positional Precision. Of these four sources of uncertainty, only Relative Positional Precision is controllable, although, due to the inherent errors in any measurement, it cannot be eliminated. The magnitude of the first three uncertainties can be projected based on evidence; Relative Positional Precision is estimated using statistical means (see Section 3.E.i. above and Section 3.E.v. below).
 - iii. The first three of these sources of uncertainty must be weighed as part of the evidence in the determination of where, in the surveyor's opinion, the boundary lines and corners of the surveyed property should be located (see Section 3.D. above). Relative Positional Precision is a measure of how precisely the surveyor is able to monument and report those positions; it is not a substitute for the application of proper boundary law principles. A boundary corner or line may have a small Relative Positional Precision because the survey measurements were precise, yet still be in the wrong position (*i.e.*, inaccurate) if it was established or retraced using faulty or improper application of boundary law principles.
 - iv. For any measurement technology or procedure used on an ALTA/NSPS Land Title Survey, the surveyor shall (1) use appropriately trained personnel, (2) compensate for systematic errors, including those associated with instrument calibration, and (3) use appropriate error propagation and measurement design theory (selecting the proper instruments, geometric layouts, and field and computational procedures) to control random errors such that the

maximum allowable Relative Positional Precision outlined in Section 3.E.v. below is not exceeded.

- v. The maximum allowable Relative Positional Precision for an ALTA/NSPS Land Title Survey is 2 cm (0.07 feet) plus 50 parts per million (based on the direct distance between the two corners being tested). It is recognized that in certain circumstances, the size or configuration of the surveyed property, or the relief, vegetation, or improvements on the surveyed property, will result in survey measurements for which the maximum allowable Relative Positional Precision may be exceeded. If the maximum allowable Relative Positional Precision is exceeded, the surveyor shall note the reason as explained in Section 6.B.x. below.

4. Records Research - It is recognized that for the performance of an ALTA/NSPS Land Title Survey, the surveyor will be provided with appropriate and, when possible, legible data which can be relied upon in the preparation of the survey. The request for an ALTA/NSPS Land Title Survey shall set forth the current record description of the property to be surveyed or, in the case of an original survey prepared for purposes of locating and describing real property that has not been previously separately described in documents conveying an interest in the real property, the current record description of the parent parcel that contains the property to be surveyed.

In order to complete an ALTA/NSPS Land Title Survey, the surveyor must be provided with complete copies of the most recent title commitment or, if a title commitment is not available, other title evidence satisfactory to the title insurer. In addition, the surveyor must be provided with the following:

- (i) The following records established under state statutes for the purpose of imparting constructive notice of matters relating to real property (public records):
 - (a) The current record descriptions of any adjoiners to the property to be surveyed, except where such adjoiners are lots in platted, recorded subdivisions;
 - (b) Any recorded easements benefitting the property;
 - (c) Any recorded easements, servitudes, or covenants burdening the property;
- (ii) Any unrecorded documents affecting the property being surveyed and containing information to which the survey shall make reference, if desired by the client.

Except, however, if the documents outlined above in (i) and (ii) of this section are not provided to the surveyor or if non-public or quasi-public documents are required to complete the survey, the surveyor shall be required to conduct only that research which is required pursuant to the statutory or administrative requirements of the jurisdiction where the property being surveyed is located and that research (if any) which is negotiated and outlined in the terms of the contract between the surveyor and the client.

5. Fieldwork - The survey shall be performed on the ground (except as otherwise negotiated pursuant to Table A, Item 15 below, if selected by the client). The fieldwork shall include the following, located to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) the existing use, if the planned use is not so reported:

A. Monuments

- i. The location, size, character, and type of any monuments found during the fieldwork.
- ii. The location, size, character, and type of any monuments set during the fieldwork, if item 1 of Table A was selected or if otherwise required by applicable jurisdictional requirements and/or standards of practice.
- iii. The location, description, and character of any lines that control the boundaries of the

B. Rights of Way and Access

- ### C. Lines of Possession and Improvements along the Boundaries

- #### D. Buildings

E. Easements and Servitudes

- [illegible]

- ii. Evidence of easements, servitudes, or other uses by other than the apparent occupants of the surveyed property not disclosed in the documents provided to or obtained by the surveyor pursuant to Section 4, but observed in the process of conducting the fieldwork if they appear to affect the surveyed property (e.g., roads; drives, sidewalks, paths and other ways of access; utility service lines; water courses; ditches; drains; telephone, fiber optic lines, or electric lines; or water, sewer, oil or gas pipelines on or across the surveyed property and on adjoining properties).
- iii. Surface indications of underground easements or servitudes on or across the surveyed property observed in the process of conducting the fieldwork (e.g., utility cuts, vent pipes, filler pipes).
- iv. Evidence on or above the surface of the surveyed property observed in the process of conducting the fieldwork, which evidence may indicate utilities located on, over or beneath the surveyed property. Examples of such evidence include pipeline markers, manholes, valves, meters, transformers, pedestals, clean-outs, utility poles, overhead lines and guy wires.

F. Cemeteries

As accurately as the evidence permits, the perimeter of cemeteries and burial grounds, and the location of isolated gravesites not within a cemetery or burial ground, (i) disclosed in the documents provided to or obtained by the surveyor, or (ii) observed in the process of conducting the fieldwork.

G. Water Features

- i. The location of springs, ponds, lakes, streams, rivers, canals, ditches, marshes, and swamps on, running through, or outside, but within five feet of the perimeter boundary of, the surveyed property, observed during the process of conducting the fieldwork.
- ii. The location of any water feature forming a boundary of the surveyed property. The attribute(s) of the water feature located (e.g., top of bank, edge of water, high water mark) should be congruent with the boundary as described in the record description or, in the case of an original survey, in the new description (see Section 6.B.vi. below).

6. Plat or Map - A plat or map of an ALTA/NSPS Land Title Survey shall show the following information. Where dimensioning is appropriate, dimensions shall be annotated to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) existing use, if the planned use is not so reported.

A. The evidence and locations gathered, and the monuments and lines located during the fieldwork pursuant to Section 5 above, with accompanying notes if deemed necessary by the surveyor or as otherwise required as specified below.

B. Boundary, Descriptions, Dimensions, and Closures

- i. (a) The current record description of the surveyed property, or
(b) In the case of an original survey, the current record description of the parent tract that contains the surveyed property.
- ii. Any new description of the surveyed property that was prepared in conjunction with the survey, including a statement explaining why the new description was prepared. Except in the case of an original survey, preparation of a new description should be avoided unless deemed necessary or appropriate by the surveyor and insurer. Preparation of a new description should also generally be avoided when the record description is a lot or block in a platted, recorded subdivision. Except in the case of an original survey, if a new description is prepared, a note shall be provided stating (a) that the new description describes the same real estate as the record description or, if it does not, (b) how the new description differs from

- the record description.
- iii. The point of beginning, the remote point of beginning or point of commencement (if applicable) and all distances and directions identified in the record description of the surveyed property (and in the new description, if one was prepared). Where a measured or calculated dimension differs from the record by an amount deemed significant by the surveyor, such dimension shall be shown in addition to, and differentiated from, the corresponding record dimension. All dimensions shown on the survey and contained in any new description shall be ground dimensions unless otherwise noted.
 - iv. The directional, distance and curve data necessary to compute a mathematical closure of the surveyed boundary. A note if the record description does not mathematically close. The basis of bearings and, where it differs from the record basis, the difference.
 - v. The remainder of any recorded lot or existing parcel, when the surveyed property is composed of only a portion of such lot or parcel, shall be graphically depicted. Such remainder need not be included as part of the actual survey, except to the extent necessary to locate the lines and corners of the surveyed property, and it need not be fully dimensioned or drawn at the same scale as the surveyed property.
 - vi. When the surveyed property includes a title line defined by a water boundary, a note on the face of the plat or map noting the date the boundary was measured, which attribute(s) of the water feature was/were located, and the caveat that the boundary is subject to change due to natural causes and that it may or may not represent the actual location of the limit of title. When the surveyor is aware of natural or artificial realignments or changes in such boundaries, the extent of those changes and facts shall be shown or explained.
 - vii. The relationship of the boundaries of the surveyed property with its adjoiners (e.g., contiguity, gaps, overlaps), where ascertainable from documents provided to or obtained by the surveyor pursuant to Section 4 and/or from field evidence gathered during the process of conducting the fieldwork. If the surveyed property is composed of multiple parcels, the extent of any gaps or overlaps between those parcels shall be identified. Where gaps or overlaps are identified, the surveyor shall, prior to or upon delivery of the final plat or map, disclose this to the insurer and client.
 - viii. When, in the opinion of the surveyor, the results of the survey differ significantly from the record, or if a fundamental decision related to the boundary resolution is not clearly reflected on the plat or map, the surveyor shall explain this information with notes on the face of the plat or map.
 - ix. The location of all buildings on the surveyed property, located pursuant to Section 5.D., dimensioned perpendicular to those perimeter boundary lines that the surveyor deems appropriate (i.e., where potentially impacted by a setback line) and/or as requested by the client, lender or insurer.
 - x. A note on the face of the plat or map explaining the site conditions that resulted in a Relative Positional Precision that exceeds the maximum allowed pursuant to Section 3.E.v.
 - xi. A note on the face of the plat or map identifying areas, if any, on the boundaries of the surveyed property, to which physical access within five feet was restricted (see Section 5.C.ii.).
 - xii. A note on the face of the plat or map identifying the source of the title commitment or other title evidence provided pursuant to Section 4, and the effective date and the name of the insurer of same.
- C. Easements, Servitudes, Rights of Way, Access, and Documents**
- i. The location, width, and recording information of all plottable rights of way, easements, and servitudes burdening and benefitting the property surveyed, as evidenced by documents provided to or obtained by the surveyor pursuant to Section 4.

- ii. A summary of all rights of way, easements and servitudes burdening the property surveyed and identified in the title evidence provided to or obtained by the surveyor pursuant to Section 4. Such summary shall include the record information of each such right of way, easement or servitude, a statement indicating whether or not it is shown on the plat or map, and a related note if:
 - (a) the location cannot be determined from the record document;
 - (b) there was no observed evidence at the time of the fieldwork;
 - (c) it is a blanket easement;
 - (d) it is not on, or does not touch, the surveyed property;
 - (e) it limits access to an otherwise abutting right of way;
 - (f) the documents are illegible; or
 - (g) the surveyor has information indicating that it may have been released or otherwise terminated.

In cases where the surveyed property is composed of multiple parcels, indicate which of such parcels the various rights of way, easements, and servitudes cross or touch.
- iii. A note if no physical access to a public way was observed in the process of conducting the fieldwork.
- iv. The locations and widths of rights of way abutting or crossing the surveyed property, and the source of such information, (a) where available from the controlling jurisdiction, or (b) where disclosed in documents provided to or obtained by the surveyor pursuant to Section 4.
- v. The identifying titles of all recorded plats, filed maps, right of way maps, or similar documents which the survey represents, wholly or in part, with their recording or filing data.
- vi. For non-platted adjoining land, recording data identifying adjoining tracts according to current public records. For platted adjoining land, the recording data of the subdivision plat.
- vii. Platted setback or building restriction lines which appear on recorded subdivision plats or which were disclosed in documents provided or obtained by the surveyor.

D. Presentation

- i. The plat or map shall be drawn on a sheet of not less than 8 ½ by 11 inches in size at a legible, standard engineering scale, with that scale clearly indicated in words or numbers and with a graphic scale.
- ii. The plat or map shall include:
 - (a) The boundary of the surveyed property drawn in a manner that distinguishes it from other lines on the plat or map.
 - (b) If no buildings were observed on the surveyed property in the process of conducting the fieldwork, a note stating "*No buildings observed.*"
 - (c) A north arrow (with north to the top of the drawing when practicable).
 - (d) A legend of symbols and abbreviations.
 - (e) A vicinity map showing the property in reference to nearby highway(s) or major street intersection(s).
 - (f) Supplementary or detail diagrams when necessary.
 - (g) Notes explaining any modifications to Table A items and the nature of any additional Table A items (e.g., 21(a), 21(b), 21(c)) that were negotiated between the surveyor and client.
 - (h) The surveyor's project number (if any), and the name, registration or license number, signature, seal, street address, telephone number, company website, and email address (if any) of the surveyor who performed the survey.
 - (i) The date(s) of any revisions made by the surveyor who performed the survey.
 - (j) Sheet numbers where the plat or map is composed of more than one sheet.
 - (k) The caption "ALTA/NSPS Land Title Survey."

- iii. When recordation or filing of a plat or map is required by law, such plat or map shall be produced in recordable form.

7. **Certification** - The plat or map of an ALTA/NSPS Land Title Survey shall bear only the following certification, unaltered, except as may be required pursuant to Section 3.B. above:

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _____ of Table A thereof. The fieldwork was completed on _____ [date].

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

8. **Deliverables** - The surveyor shall furnish copies of the plat or map of survey to the insurer and client and as otherwise negotiated with the client. Hard copies shall be on durable and dimensionally stable material of a quality standard acceptable to the insurer. A digital image of the plat or map may be provided in addition to, or in lieu of, hard copies pursuant to the terms of the contract. When required by law or requested by the client, the plat or map shall be produced in recordable form and recorded or filed in the appropriate office or with the appropriate agency.

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: The twenty (20) items of Table A may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client shall be identified as 21(a), 21(b), etc. and 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 21.

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 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, and originating benchmark identified.
6. ☐ ► (a) If set forth in a zoning report or letter provided to the surveyor by the client, list the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements. Identify the date and source of the report or letter.
☐ (b) If the zoning setback requirements are set forth in a zoning report or letter provided to the surveyor by the client, and if those requirements do not require an interpretation by the surveyor, graphically depict the building setback requirements. 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. ☐ (a) As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties (client to obtain necessary permissions).
- ☐ (b) As designated by the client, a determination of whether certain walls are plumb (client to obtain necessary permissions).
11. ☐ Location of utilities existing on or serving the surveyed property as determined by:
- observed evidence collected pursuant to Section 5.E.iv.
 - evidence from plans requested by the surveyor and obtained from utility companies, or provided by client (with reference as to the sources of information), and
 - markings requested by the surveyor pursuant to an 811 utility locate or similar request
- Representative examples of such utilities include, but are not limited to:
- Manholes, catch basins, valve vaults and other surface indications of subterranean uses;
 - Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole crossmembers or overhangs; and
 - Utility company installations on the surveyed property.
- Note to the client, insurer, and lender - With regard to Table A, item 11, source information from plans and markings 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 and/or a private utility locate request 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).

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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 the 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 shall (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. ☐ If there has been a field delineation of wetlands conducted by a qualified specialist hired by the client, the surveyor shall locate any delineation markers observed in the process of conducting the fieldwork and show them on the face of the plat or map. If no markers were observed, the surveyor shall so state.
19. ☐ Include any plottable offsite (i.e., appurtenant) easements or servitudes disclosed in documents provided to or obtained by the surveyor as a part of the survey pursuant to Sections 5 and 6 (and applicable selected Table A items) (client to obtain necessary permissions).
20. ☐ 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.
21. ☐ _____

Adopted by the Board of Governors, American Land Title Association, on October 8, 2015.
American Land Title Association, 1800 M St., N.W., Suite 300S, Washington, D.C. 20036-5828.
www.alta.org

Adopted by the Board of Directors, National Society of Professional Surveyors, on October 9, 2015.
National Society of Professional Surveyors, Inc., 5119 Pegasus Court, Suite Q, Frederick, MD 21704.
<http://www.nsps.us.com/>



GeoSurvey, Ltd.
1660 Barnes Mill Road
Marietta, GA 30062

Land Surveying - 3D Laser Scanning

GA TN AL FL SC NC

Phone: (770) 795-9900
Fax: (770) 795-8880
Email: jcoleman@GeoSurvey.com

Professional Land Surveying Services Proposal / Contract

Client:	Downtown Development Authority of the City of Auburn Attn: Jay Miller 1369 4th Avenue Auburn, Georgia 30011	January 28, 2020	Site Location: Lat: 34-00-29 Long: 83-49-25
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Site Location / Description

The site proposed to be surveyed is located along Atlanta Highway NW in Auburn, Barrow County, Georgia. The total area of the site is approximately 29.5 acres. The total area to be topographically surveyed after accounting for a 25' strip onto adjoining properties and adjacent road rights-of-way is approximately 34 acres. Said site is more accurately depicted on the attached exhibits.

Scope of Services

Task One- Topographic Survey: GeoSurvey, Ltd., will provide a topographic survey of the above referenced property. Contours will be depicted at a two-foot interval and will be based vertically on the nearest available vertical benchmark. All above ground existing features including, but not limited to, buildings, curb and gutter, pavement, buildings, power lines, catch basins, drainage structures, paint stripes, ditches, sidewalks, etc. will be shown. Underground information to be provided will include the location of existing drainage and sewer utilities based on observations from visible above ground structures. Water lines, gas lines, and other utilities will be located and depicted on the final drawing based on our horizontal location of markings to be placed by an outside consultant (if authorized in Task One below) and visible above ground evidence on the site. Please note that the depth or pressure of underground utilities will not be provided as part of this service. It is expressly understood that all VISIBLE underground utilities and utilities that can be located utilizing standard underground detection techniques will be shown. Utilities not observed or located utilizing these techniques may exist on this site but not be shown and may be found upon excavation. Our final survey will be certified to you, your lender, and your title insurance company if requested. You will be provided with a signed and certified digital copy of the final survey in .pdf format and up to 5 paper prints of the final survey if desired. Our survey will conform to all regulations as set forth in the GA Plat Act found in OCGA 15-6-67 and Chapter 180-7-.07 of the rules of The GA State Board of Registration for Professional Engineers and Land Surveyors. Additionally, GeoSurvey, Ltd. will locate the stream buffers and wetlands as flagged by an outside consultant hired by your firm Said buffers and wetlands will be added to the survey.

Task Two- Combination Plat/Subdivision Plat: GeoSurvey, Ltd. will prepare a recordable combination/subdivision plat depicting the proposed right-of-way tract and the tw remainder tracts for the above referenced development. Said plat will conform to established subdivision regulations of Barrow County, Georgia, and Auburn, Georgia. Signature blocks for approval from the appropriate entities will be placed on the final drawing for approvals. Internal boundary lines will be based on lines provided to us by your engineering consultant. Property corners will be placed at all lot corners one time only. If requested, we will postpone the placement of property corner until all final grading is completed for the project. Upon completion of the final plat, we will forward the required number of prints and mylars signed and sealed by our firm to your offices to obtain the approvals of the government entities. Our fee does not include walking the document through for approvals and final recording. We can provide this service if requested at our standard hourly rates in addition to our lump sum fee for the preparation of said plat. Additionally, our fee includes one round of revisions only. All additional revisions, whether requested by you, your engineering consultant, or government entities, will be considered additional services. Please Note: The fee associated with this task is based on our firm completing an ALTA Boundary survey of the 29.5 acres.

Task Three- Stream and Wetland Locations: GeoSurvey, Ltd. will provide a stream and wetland location and identification survey of the above referenced site. We will locate and identify all streams and wetlands on site based on flagging placed by an outside consultant hired by your firm. This information will be added to our existing survey. *Please Note: This task is based on Task One not being included in the survey work. If Task One is approved, Task Three will be included in Task One.*

(Continued on Page Two)

Downtown Development Authority of the City of Auburn
Attn: Jay Miller
Page Two

Project Fee and Payment Schedule


Our estimate of time required to complete this project unless inclement weather or other unforeseen circumstances delays our collection of the necessary field data:	25 business days
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Work Description	Fee	Authorization
<i>Task One- Topographic Survey</i> <i>Our lump sum fee to provide the land surveying services as outlined above is:</i>	\$ 13,950.00	
<i>Task One- Underground Utility Survey</i> <i>Our lump sum fee to provide the ACTUAL location of underground utilities from a separate consultant:</i>	\$ 1,850.00	
<i>Task Two- Combination/Subdivision Plat</i> <i>Our lump sum fee to provide the land surveying services as outlined above is:</i>	\$ 3,250.00	
<i>Task Three- Stream and Wetland Locations</i> <i>Our lump sum fee to provide the land surveying services as outlined above is:</i>	\$ 1,650.00	

All submitted invoices are to be paid upon receipt unless prior arrangements have been made. It is EXPRESSLY understood that GeoSurvey, Ltd., will be paid upon completion of our work, and there are no contingencies for payment once our services are satisfactorily completed. Invoices over 30 days old will be considered past due and will be charged 1 ½ % per month interest until paid. Any and all costs incurred to collect past due accounts will be the sole responsibility of the client. Limitation of Liability: It is further understood by all parties involved that the amount of liability for GeoSurvey, Ltd., related to errors and/or omissions on documents and/or services provided by us related to this contract shall not exceed the stated amounts of insurance coverage as required in the RFP from the client or the maximum amount of available coverage carried by GeoSurvey, Ltd, whichever is less.

Proposal Authorization and Acceptance

I, the undersigned, authorize GeoSurvey, Ltd., to proceed with the services as outlined in this proposal / contract. I certify that the company I represent to solicit and authorize the services as outlined herein authorizes me, and I agree to all the terms as set forth in this contract.



1/28/2020

Jamey R. Coleman, LS
GeoSurvey, Ltd.

Date

Mr. Jay Miller
Downtown Development Authority of the City
of Auburn
(Please note authorizations above)

Date

Approximate limits of Site +- 29.5 acres

Approximate limits of Topographic survey +- 34 acres (25' past PL typical)

EXHIBITS (Combination/Subdivision Plat)

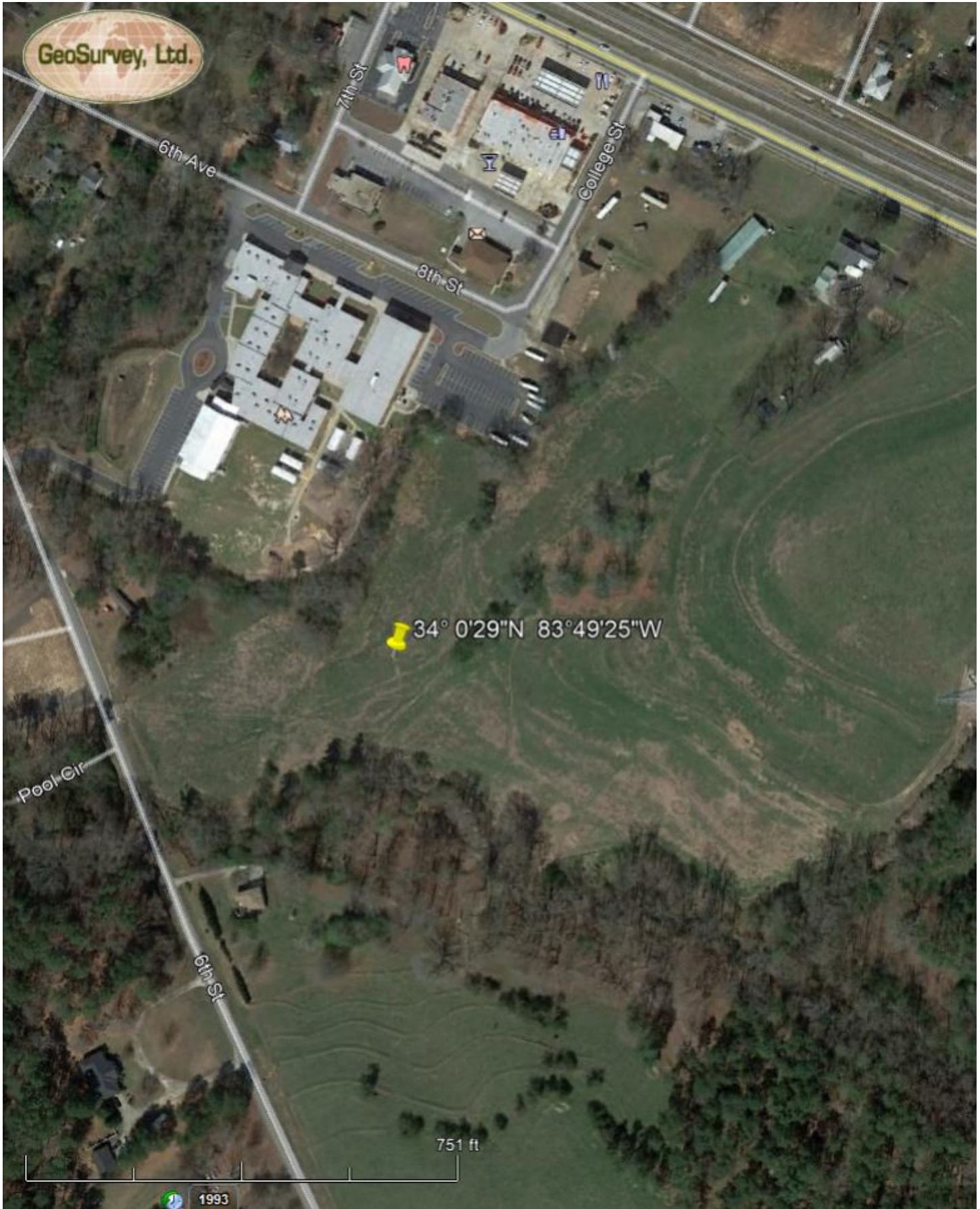


EXHIBITS (Stream and Wetlands Location)

AUBURN, GA



EXHIBITS (Aerial Photo)



PROPOSAL #3

W. T. Dunahoo and Associates, LLC
Land Surveying and Engineering
770.867.3911
Since 1938
www.dunahooassociates.com

Although there are a few “gray areas” still regarding the survey work, in particular the way the property is going to be subdivided, I can give you some approximate quotes.

For Schmit + Associates:

Parcel AU11 068 (no description on record, no deed book or plat book description available)- the tract per the tax maps is 14.57 acres, scaling the linear footages involved, it would be \$2500.00 to provide a new boundary survey and plat. Providing the survey to ALTA standards would add an additional \$1500.

For Auburn DDA:

Parcel AU11 068B (our 2016 plat showing 14.931 acres)- the fee would be \$2000 to resurvey the tract and provide an updated plat. Providing the survey to ALTA standards would add an additional \$1500.

Subdividing out the approximate 4 acre tract- (vague description at this point)- since we do not know the shape of the proposed new tract, this is difficult to price. It will be approximately another \$1000-\$1500 to subdivide. I can narrow that down once a better description is provided.

So, total cost for all survey work involved would be approximately \$6000-\$8500 for survey work- providing new boundary surveys and plats to be processed for record.