



Estimate and Contract for Professional Services

Project Name: Cayente Way Oak Canopy Assessment

Client: Cayente Way Investors, LLC

Date: November 21, 2006

Task One: **Prepare Oak Canopy Assessment.** Parus will complete and submit an El Dorado County Oak/Canopy Site Assessment Form per the county's recently adopted guidelines. All field studies, mapping, and reporting tasks are included. Due to recent changes and conflicting interpretations of the guideline, Parus will consult with senior county staff to ensure that all requirements are met, while minimizing schedule and budget impacts to those necessary for obtaining the requested entitlements. **\$2500**

Time and Materials Estimate: \$2,500

Parus Consulting, Inc.
Standard Terms and Conditions

This document constitutes an agreement for environmental consulting services to be provided by Parus Consulting, Inc. (PARUS) on behalf of Cayente Way Investors, LLC (CLIENT).

Services/Expenses:

Services to be provided by PARUS under this agreement are described in the attached scope of work and cost estimate. Consulting Services shall be performed on a lump sum basis. CLIENT also agrees to pay reimbursable expenses necessary for the performance of the services listed in the attached scope of work.

Billings/Payments:

Invoices for PARUS' services and expenses shall be submitted, at PARUS' 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, PARUS may, without waiving any claim or right against CLIENT, and without liability whatsoever to CLIENT, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 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, CLIENT shall pay all costs of collection.

Access to Project Site and Materials:

CLIENT agrees to comply with all requests made by PARUS for information held by CLIENT reasonably necessary for the performance of PARUS' duties under this Agreement. PARUS will have access to the project site for activities necessary for the performance of the services described in this Agreement. PARUS 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.

Dispute Resolution:

Any claims or disputes made during performance of the services between CLIENT and PARUS shall be submitted to non-binding mediation. CLIENT and PARUS agree to include a similar mediation agreement with all contractors, sub contractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Limitation of Liability:

CLIENT agrees that PARUS' total liability to CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement, from any cause or causes, shall not exceed \$2,500. Such causes include, but are not limited to, PARUS' negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

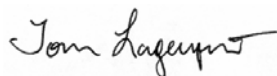
Termination of Services:

This agreement may be terminated by CLIENT at any time, upon written notice, prior to the completion of the terms of this agreement. In the event of termination, CLIENT shall pay PARUS for reimbursable expenses and services rendered to the date of termination.

This agreement shall be interpreted in accordance with the laws of the State of California.

Offered by:

Accepted by:



Tom Lagerquist
Parus Consulting, Inc.

November 21, 2006
Date

Cayente Way Investors, LLC

Date