

# VALLEY

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ENVIRONMENTAL SERVICES, INC.



610.762.0990  
484.661.6209



3282 Hope Drive  
Emmaus, PA 18049



[www.valenv.com](http://www.valenv.com)

**Via Email** ([broker@comehomelindy.com](mailto:broker@comehomelindy.com))

August 18, 2025

Lindy Communities – Corporate Office  
309 York Road, Suite 211  
Jenkintown, PA 19046

Attn: Brian M. Kroker, Chief Operating Officer

**Re: Wetland Mitigation Proposal  
Luxor at Lansdale  
117 South Broad Street  
Lansdale Borough, Montgomery County, PA  
VES Proposal No. 2264D  
VES Job No. 19-250**

Dear Mr. Kroker:

As requested, Valley Environmental Services, Inc. ("VES") has provided this cost proposal to complete the remainder of the monitoring events associated with the relocated stream on the above referenced project. The costs to complete the 2 remaining assessments, and the preparation and submission of 2 remaining monitoring reports, are outlined on page 2.

If deficiencies are noted during monitoring events you will be notified and advised of recommended remedial action. Remedial efforts are not included in this cost estimate, but, if necessary, an updated proposal will be provided. Please be aware, regulatory agencies may request continued monitoring at the close of the mandatory minimum 5-year monitoring cycle. VES not responsible for any regulatory determinations regarding the success of the relocated stream.

Please note our attached General Terms and Conditions Service. Should you wish to proceed please sign, date, and return a copy of this proposal at your earliest convenience. If you have any questions, or require additional information, please do not hesitate to contact me.

Sincerely,  
**Valley Environmental Services, Inc.**

Jason J. Mease, PWS  
Professional Wetland Scientist/Principal

Enclosures

## VES Proposal No. 2264D


The completion of 2 remaining site assessments, and the preparation and submission of 2 remaining monitoring reports is estimated at **\$4,300.00**

Listed below is the schedule and cost break-down for the 2 remaining monitoring reports. Each report will be invoiced after submission at the individual cost noted.

| <u>Report</u>                      | <u>Due Date</u> | <u>Cost</u> |
|------------------------------------|-----------------|-------------|
| 4 <sup>th</sup> Year Annual Report | Spring 2026     | \$2,150.00  |
| 5 <sup>th</sup> Year Annual Report | Spring 2027     | \$2,150.00  |

Please note, all work completed outside the scope of this proposal, including but not limited to regulatory correspondence, meetings, conference calls, plan signature, and testimony, will be invoiced at an hourly rate of \$150.00.

**Authorization to proceed with Valley Environmental Services, Inc. Proposal No. 2264D and Acceptance of our General Terms and Conditions of Service (enclosed)**

|                       |   |
|-----------------------|---|
| Brian Kroker          |  |
| <u>Name (Printed)</u> | <u>Signature</u>  |
| EVP                   | 8.20.25   |
| <u>Title</u>          | <u>Date</u>   |

**GENERAL TERMS AND CONDITIONS OF SERVICE: VALLEY ENVIRONMENTAL SERVICES INC.**

1. **Applicability.** These terms and conditions for services (these “**Terms**”) are the only terms that govern the provision of certain geologic, hydrogeological and/or environmental consulting services by **VALLEY ENVIRONMENTAL SERVICES INC. (“VES”)** to the customer named on the VES proposal, quotation, order confirmation or other similar document attached to these Terms or otherwise accompanying these Terms (collectively with these Terms, the “**Agreement**”) (“**Customer**”). The Agreement constitutes the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and any other Agreement document, these Terms shall govern. These Terms prevail over any of Customer’s general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. The Provision of services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend this Agreement. Customer’s acceptance of this Agreement shall be conclusively demonstrated by the earlier of submission of a purchase order, accepting delivery of any Services/Deliverables or payment of any sums due.
2. **Services.** VES shall provide the geologic, hydrogeological and/or environmental consulting services to Customer as described in the applicable document (the “**Services**”) in accordance with these Terms.
3. **Performance Dates.** VES shall use reasonable efforts to meet any performance dates specified in the Order Confirmation, however, any such dates shall be estimates only.
4. **Customer’s Obligations.** Customer shall:
  - (a) cooperate with VES in all matters relating to the Services and provide such access to Customer’s premises and other facilities as may reasonably be requested by VES, for the purposes of performing the Services;
  - (b) respond promptly to any VES request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for VES to perform Services in accordance with the requirements of this Agreement; and
  - (c) provide such customer materials or information as VES may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects.
5. **Customer’s Acts or Omissions.** If VES’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, VES shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.
6. **Change Orders.**
  - (a) If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. VES shall, within a reasonable time after such request, provide a written estimate to Customer of:
    - (i) the likely time required to implement the change;
    - (ii) any necessary variations to the fees and other charges for the Services arising from the change;
    - (iii) the likely effect of the change on the Services; and

(iv) any other impact the change might have on the performance of this Agreement.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a **"Change Order"**). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with **Section 25**.

(c) VES may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Order Confirmation.

7. Fees and Expenses; Payment Terms; Interest on Late Payments. In consideration of the provision of the Services by the VES and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Agreement. Customer agrees to reimburse VES for all reasonable travel and out-of-pocket expenses incurred by VES in connection with the performance of the Services. Customer shall pay all invoiced amounts due to VES within thirty (30) days from the date of VES's invoice. In the event payments are not received by VES within thirty (30) after becoming due, VES may: (i) charge interest on any such unpaid amounts at a rate of One Percent (1%) per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (ii) suspend performance for all Services until payment has been made in full. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with VES.

8. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

9. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, **"Intellectual Property Rights"**) in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the VES in the course of performing the Services (collectively, the **"Deliverables"**), except for any Confidential Information of Customer or customer materials, shall be owned exclusively by VES. VES hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

10. Confidential Information.

(a) All non-public, confidential or proprietary information of VES, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, **"Confidential Information"**), disclosed by VES to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of the VES. Customer agrees to use the Confidential Information only to make use of the Services and Deliverables. VES shall be entitled to injunctive relief for any violation of this Section.

11. Disclaimer of Warranties. VES MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY: (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

12. Limitation of Liability.

(a) IN NO EVENT SHALL VES BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL VES'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO VES PURSUANT TO THIS AGREEMENT.

13. Termination. In addition to any remedies that may be provided under this Agreement, VES may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

- (a) fails to pay any amount when due under this Agreement;
- (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. Legal Compliance. Customer shall comply with all applicable laws, regulations and ordinances. Customer shall obtain and/or maintain in effect all necessary licenses, permissions, authorizations, consents and permits related to the Services before the date on which the Services are to start.

15. Insurance. During the term of this Agreement, and for a period of two (2) years thereafter, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability insurance (with commercially reasonable policy limits) with financially sound and reputable insurers. Upon VES's request, Customer shall provide VES with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name VES as an additional insured.

16. Indemnification. Customer shall release, indemnify, defend and hold VES (and its affiliates, employees, directors, shareholders and agents) harmless from and against all claims, suits, judgments, costs, losses, expenses (including attorneys' fees) and liabilities arising from or related to: (a) any alteration or modification of the Deliverables by Customer (or any third party); (b) any negligent act or omission of Customer (or Customer's affiliates and/or representatives); or (c) any breach by Customer of the Agreement.

17. Waiver. No waiver by VES of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by VES. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Force Majeure. VES shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of VES including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

19. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of VES. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. Governing Law/Venue. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Pennsylvania in each case located in Bucks County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

22. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt of the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.

23. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: **Sections 10 through 25**.

25. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.