



Landscape Design Proposal

Garden Studio Design ("Garden Studio") is pleased to submit the following proposal to provide professional Landscape Design Services for 11th Street Partners, LLC for the project located at 644 11th Street, Manhattan Beach, CA 90266.

Proposal Date: June 12, 2025

Project Assumptions: Complete Landscape Design

Garden Studio Design Phases and Fees:

Phase 1: Initial Meetings and First Design Presentation:

- Meeting at Project Site to discuss Project Goals and Style
- Review of HOA and/or Governmental Guidelines
- Garden Studio is to be provided Survey and/or Architectural Plan for Site
- Presentation to Client of Landscape Design

Phase 2: Landscape Plan Completion:

- Two (2) Design Revisions
- Site Meetings
- Landscape Plan Completion, including:
 - Hardscape, Softscape and Lighting Plans
 - Elevations
 - One (1) set of Renderings which includes four (4) perspective views ("Rendering Set")
- Completion of required HOA Plans

Phase 3: Post Approval / Construction Phase

- Site Meetings during Construction and Planting
- Required Plan Revisions

***** See complete Phase Details below for Terms.**

<u>Design Fee:</u>	<u>\$100,000.00</u>
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Payment Schedule:

40% of Design Fee due upon execution of this Agreement:	\$40,000.00
40% of Design Fee due upon completion of First Phase:	\$40,000.00
20% of Design Fee due upon completion of Second Phase:	\$20,000.00



All payments are due upon receipt of invoice. A 2% convenience fee will be added for credit card payments. No fee for ACH Payments.

Project Phase Details:

First Phase (Landscape Plan Presentation):

Garden Studio will provide the following Services to support completion of the Preliminary Landscape Design:

1. Initial consultation at Project site location (or Remote Consultation) to discuss:
 - a. Project goals and challenges
 - b. Schedule
 - c. Review Project vision, Scope requirements, and Project site parameters / constraints
2. Client to provide Survey and/or Architectural Plans of Project site in AutoCAD ("Base Sheet"). This Base Sheet will include property lines, existing or new structures, doors and windows and their method of opening, topography, existing hardscape, including pools, patios, etc., and large trees, plants. It is the client's responsibility to ensure the accuracy of the survey or architectural site plan provided to Garden Studio. If a Base Sheet acceptable to Garden Studio is not provided, Garden Studio may request Client retain a third party to perform a Survey of the Project site. All fees for such Survey shall be paid by Client.
3. Review of applicable Governmental, Homeowner Association (HOA), Utilities, etc. guidelines related to Project (e.g., setbacks, easements, submission and permit requirements).
4. Create a Preliminary Landscape Design in AutoCAD for review and approval by Client. Included with such Preliminary Landscape Design will be:
 - a. Photographs and/or elevations of proposed plant material, hardscape material, and landscape elements.
 - b. Generally, the Design will be presented 6-8 weeks upon receipt of Base Sheet. Design Revisions are typically completed within 2 weeks. Timelines are approximate and subject to change.

Second Phase (Plan Completion):

Garden Studio will provide the following Services to support the completion of the Landscape Design:

1. Up to two (2) sets of plan revisions are included with the Landscape Design Fee. Additional revisions shall be charged per the hourly rates set in the Fee Schedule below.
2. Attend two (2) meetings with Client at Project site location, Garden Studio offices or Remotely for the purpose of reviewing and finalizing the Landscape Design.
3. Upon approval by Client of the Preliminary Landscape Design, a final set of Landscape Design Plans and Specifications will be created which will include the following items:
 - a. Hardscape Plan, including materials and finishes of the items detailed in Project Scope.
 - b. Planting Plan, including all plant material and the size, quantity and, if required by HOA, height at maturity of plants.
 - c. Elevations of hardscape items, such as barbecues, fire features, shade structures, fountain features, pilasters, etc.
 - d. Landscape Lighting Plan
 - e. Water Management Plan, Irrigation Plan, Water Efficient Landscape Ordinance (WELO) Report, etc. (if required by HOA and/or Governmental Agencies)
 - f. Four (4) Perspective Renderings of Landscape Design



- a. Client gets one set of revisions, all revisions after are per the hourly fee schedule below.
- g. The following are included in the Second Phase, if required by HOA and/or Governmental Agencies:
 - a. Landscape Architect's Stamped Plans
- h. Notes:
 - a. All required Application Fees for HOA, City, County, other Government mandated reviews or Submissions are to be paid by Client.
 - b. Excluded from this Proposal are the following Services, which can be provided by Garden Studio as Additional Services:
 - i. Engineering Services, including but not limited to:
 - 1. Grading / Civil Engineering
 - 2. Drainage Plan
 - 3. Geo-Technical Soils Testing and / or Reports and Observations
 - 4. Structural Engineering
 - ii. Attendance at HOA or other Government mandated design review meetings
 - iii. Fuel Modification Plan Set and submission (Fire Risk Management)
 - iv. Plan Set and Submission to Coastal Commission or other Government mandated design reviews
- 4. If Client's Project requires HOA submission and approval prior to beginning construction, Garden Studio will assist Client in submitting the Landscape Plans. All submissions to the Client's City/County for permits are to be completed by Client's Contractor. Once Landscape Plans are approved by the HOA and/or City/County the Plans are deemed Approved ("Approved Landscape Plans"), all subsequent revisions to the Landscape Plans are the responsibility of Client. *Note: all revisions to the Approved Landscape Plans and Specifications will be marked as "Conceptual" and "Not Approved for Construction" until the required HOA and/or City/County approvals are obtained by Client.*

Third Phase (Post Approval / Construction Phase):

4 Project Site Meetings are included in the Proposal.

Garden Studio can provide the following Services to support the construction administration of the Project at the hourly rates and Travel Costs set forth below:

- 1. Project site meetings (after the 4 included), as requested by Client, Architect, Designer, Contractor, etc. Such meetings may include, but are not limited to:
 - a. Demolition details
 - b. Hardscape Details
 - c. Planting Details
 - d. Finishing Details
- 2. All Plan Revisions after completion by Garden Studio of the Approved Landscape Plans will be billed to Client based on the Hourly Rates detailed below.



Project Scope:

Garden Studio will provide Landscape Design Plans and Specifications for the following areas. *All other areas are expressly excluded from this Proposal.*

1. Frontyard:
 - i. Hardscape:
 1. Retaining Walls
 2. Entry Path, Gates, etc.
 3. Patio off Front Office
 4. Water Feature
 - ii. Plant Material
 - iii. Low Voltage Lighting
 - iv. Pots
2. Backyard:
 - i. Hardscape:
 1. Pool and Spa
 2. Shade Structures, including TV, Heaters, Fire Feature(s)
 3. Pickleball / Sports Court
 4. Fire Pit
 5. Barbecue / Outdoor Kitchen
 6. Water Feature(s)
 7. Dining
 - ii. Plant Material
 - iii. Low Voltage Lighting
 - iv. Pots
3. Sideyards (right and left sideyards):
 - i. Hardscape:
 1. Site Walls
 2. Gates
 - ii. Plant Material
 - iii. Low Voltage Lighting
4. Exclusions: All Architectural & Interior Design Work

Note: Client shall require Client's Contractor(s) working on the Project site to include Garden Studio Design, its subconsultants, vendors, and their directors, officers, and employees, in any Indemnity that the Contractor(s) are required to provide to Client relating to their Work.

Fee Schedule:

The fees for services not included in the Design Fee, will be billed to the Client per the following schedule. Hourly Fees are to include travel time.



Hourly Rates for Garden Studio Employees:

Principals/Project Directors: \$200.00/hour

Project Designer / Project Manager: \$160.00/hour

Draftsperson/Design Coordinator: \$120.00/hour

Hourly rates are to include drive time

Subconsultants, including Engineering, Architectural, etc. to be charged at Cost + 20%.

Allowable reimbursable expenses, including travel expenses, will be billed separately on a Time and Material Basis.

Any bills that are not paid within thirty (30) days are classified as delinquent, and a late charge of 1.5% per month will be added. Work will be stopped on any Project that has invoices outstanding for more than sixty (60) days. Due to costs and inefficiencies that result from stopping and restarting a Project, an additional start-up charge will be assessed.

Acceptance of Proposal and Agreement for Landscape Design:

This Proposal is valid for 30 days. In order to accept this Proposal, Client must return a fully executed Proposal including the attached Agreement for Landscape Design.

Client Approval: I/We approve and accept this Proposal including the attached Agreement for Landscape Design.

11th Street Partners, LLC

Garden Studio



Agreement for Landscape Design

Services. Garden Studio agrees to perform the Services set forth in the attached Proposal, incorporated herein by reference, and any Additional Services to which the parties may expressly agree in writing (collectively referred to herein as "Services"). Except as set forth herein, Garden Studio shall not have any duties or responsibilities for any other portion of the Project.

Schedule. Garden Studio shall prepare and submit for Client approval a schedule for the performance of Services. This schedule shall include reasonable allowances for review and approval times required by Client. This schedule shall be equitably adjusted as the Project progresses, allowing for changes by Client to the scope, character and/or size of the Project or for delays or other causes beyond Garden Studio's reasonable control. Garden Studio's fee may be equitably adjusted in the event of significant changes to the Project's program or scheduling.

Compensation and Payment. Garden Studio shall be paid for the performance of Services in accordance with the Proposal.

Notice. Legal notice shall be given (i) by delivery in person, (ii) by nationally recognized next day courier service, or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the applicable addresses set forth below:

To Client:

11th Street Partners, LLC

644 11th Street

Manhattan Beach, CA 90266

To Garden Studio:

2732 East Coast Highway, Suite A

Corona del Mar, CA 92625

Attn: Eric Fenmore

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or accept or inability to deliver.

Garden Studio Responsibilities.

Garden Studio shall perform all Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. GARDEN STUDIO MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY,



INFORMATIONAL CONTENT OR OTHERWISE. The use of the word "certify" does not constitute a warranty or guarantee, either express or implied.

Garden Studio shall be responsible for its performance and that of its subconsultants and vendors but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Client, Client's other Design Professionals, Contractor(s), Subcontractor(s), or their agents, employees, or of any other persons or entities performing portions of the Project and not engaged by Garden Studio.

Garden Studio shall not be liable for damages resulting from the actions or inactions of governmental agencies. Garden Studio shall act only as an advisor in any governmental relations. Garden Studio's assistance shall not constitute a representation or guarantee that any permit or approval will be acted upon favorably by any governmental authority.

In providing opinions of probable construction cost, the Client understands that Garden Studio has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that any opinions of probable construction costs provided herein or otherwise are made on the basis of Garden Studio's qualifications and experience as a design professional. Garden Studio makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Garden Studio may be paid a fee by DIG Landscape Construction, Inc., or other Contractor installing Client's project for design support services.

Notwithstanding anything contained in this Agreement, Garden Studio shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

Garden Studio shall not be responsible for Client's pre-existing Project site conditions (including but not limited to soils conditions) or the aggravation of those pre-existing site conditions to the extent not caused by the negligence or willful misconduct of Garden Studio.

Client Responsibilities.

Client shall furnish to Garden Studio all applicable information and technical data in Client's possession or control reasonably required for the proper performance of the Services, including but not limited to CC&R's, HOA Guidelines, Coastal Commission Guidelines, and Title Report(s). Garden Studio shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by Garden Studio is expressly included in the Services.

Client shall arrange for access and make all provisions necessary for Garden Studio to enter upon public and/or private property as required for Garden Studio to properly perform the Services. Client shall disclose to Garden Studio any known or suspected hazards at the Project site which may pose a threat to human health, property or the environment.

If any document or inquiry requires Client to approve, comment or to provide any decision or direction with regard to the Services, such approval, comment or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

If Client provides a budget for the Project, such budget shall include, as applicable, contingencies for bidding, changes in the Work, and other costs which are the responsibility of the Client.



Client agrees that in accordance with generally accepted construction practices, the Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Garden Studio shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the Contractor. Garden Studio shall not have the authority to stop the work of the Contractor. In no event shall Garden Studio be liable for the acts or omissions of any Contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this Project, or for the failure of any of them to carry out construction work under contract with the Client.

Applicable Law. Garden Studio shall perform its Services in accordance with applicable laws, codes and regulations in effect as of the date of this Agreement. Changes to Garden Studio's Services made necessary by newly enacted laws, codes or regulations or differing interpretations of said laws, codes or regulations may entitle Garden Studio to a reasonable adjustment in the schedule and additional compensation in accordance with this Agreement.

Confidential Information. Garden Studio shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by Garden Studio without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement. Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to Garden Studio at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of Garden Studio; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by Garden Studio; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, Garden Studio shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action as Client deems appropriate to maintain the confidentiality of the Confidential Information.

Instruments of Service. All Deliverables shall become the property of Client upon the proper payment for the Services. Garden Studio shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement. Notwithstanding the foregoing, to the extent that Garden Studio utilized any of its property (including, without limitation, any hardware or software of Garden Studio or any proprietary or confidential information of Garden Studio or any trade secrets of Garden Studio) in performing Services hereunder, such property shall remain the property of Garden Studio, and Client shall acquire no right or interest in such property ("Garden Studio Data"). To the extent the Deliverables contain or require the use of Garden Studio's Data, Garden Studio hereby grants to Client, upon the proper payment for the Services, a non-exclusive, non-transferable royalty free license to use such Garden Studio Data solely for the purposes for which the Deliverables were developed.

Force Majeure. Garden Studio shall not be responsible for delays caused by factors beyond Garden Studio's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, epidemics, pandemics, acts of any governmental or other regulatory authority, failure of the Client to furnish timely information or approve or disapprove of Services or Deliverables promptly, discovery of Hazardous Materials or differing or unforeseeable site conditions, or delays caused by faulty performance by Client's Contractor(s). When such delays beyond Garden Studio's reasonable control occur, Client agrees Garden Studio shall not be responsible for any damages, nor shall Garden Studio be deemed to be in default of this Agreement. Garden Studio shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

Notice of Defects in Services. Client shall promptly report to Garden Studio any defects or suspected defects in Services of which the Client becomes aware, so that Garden Studio may take measures to minimize the consequences of such a defect. Client shall impose a similar notification requirement on all Contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's Contractors or subcontractors



to notify Garden Studio, shall relieve Garden Studio of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given. In addition, to the extent applicable to the Services, if due to Garden Studio's error, any required item or component of the Project is omitted from Garden Studio's Construction Documents, Garden Studio shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Garden Studio be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

Dispute Resolution. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Client and Garden Studio shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be filed in writing with the other party to this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Attorneys' Fees. In any arbitration or litigation by either party to enforce the terms of this Agreement, the prevailing party is entitled to reimbursement of its reasonable attorneys' fees and costs in bringing or defending the action. As used herein, prevailing party means the party that is afforded the greater relief (whether affirmatively or by means of a successful defense) with respect to claims having the greatest value or importance as determined by the court or arbitrator(s) allowing for all of the claims, counterclaims, and defenses asserted under the Agreement. In claims for money damages, the total amount of recoverable attorneys' fees and costs shall not exceed the net monetary award of the prevailing party.

Limitation of Action. Garden Studio's involvement with the Project is not intended to subject its affiliated individuals to personal exposure for the risks attendant to that involvement. Client therefore agree that its sole and exclusive remedy in any claim, demand, suit, or judgment shall be directed and/or asserted against Garden Studio Design, a California corporation and not against any of the shareholders, professionals, directors, officers or employees of Garden Studio.

Termination. This Agreement may be terminated for convenience by either Party upon thirty (30) days advance written notice. On such termination, Garden Studio will be paid for all Services performed up through the termination date. This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within ten (10) business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

Consequential Damages Waiver. In no event shall either party or their parents, affiliates and subsidiaries, and their respective directors, officers and employees be liable to the other for any indirect, incidental, special, consequential or punitive damages whatsoever (including, without limitation, lost profits, loss of revenue, loss of use or interruption of business) arising out of or related to this agreement, even if advised of the possibility of such damages.

Risk Allocation and Restriction of Remedies. The parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Client agrees to restrict its remedies under this Agreement against Garden Studio, its parents, affiliates and subsidiaries, and their respective directors, officers, shareholders and employees, ("Garden Studio covered parties"), so that the total aggregate liability of the Garden Studio covered parties shall not exceed the greater of (\$50,000) or the actual paid compensation for the Services. This restriction of remedies shall apply to all suits, claims, actions, losses, costs (including attorney fees and expert costs) and damages of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the Services unless a longer period is required by law.

Third Party Beneficiary. Nothing contained in this Agreement shall create a contractual relationship with or cause of action



in favor of a third party for or against either Client or Garden Studio. Services under this Agreement are being performed solely for Client's benefit and no other party or entity shall have any claim against the Garden Studio because of this Agreement or the performance of nonperformance of Services hereunder.

Promotional Materials. Garden Studio shall have the right to include photographic or artistic representations of the design of the Project among Garden Studio's promotional and professional materials. Garden Studio shall be given reasonable access to the completed Project to make such representations. However, Garden Studio's materials shall not include Client's confidential or proprietary information if the Client has previously advised Garden Studio in writing of the specific information considered by Client to be confidential or proprietary. Client shall provide professional credit for Garden Studio in Client's promotional materials for the Project. This provision shall survive the termination of this Agreement unless the Client terminates this Agreement for cause pursuant to the Termination provision herein.

Independent Contractor. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent or fiduciary between Client or Client's Contractors and Garden Studio.

Assignment. Neither Client nor Garden Studio may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

Change Order. The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Compensation and/or terms and conditions of this Agreement. The Parties shall effect such change through the use of a change order ("Change Order") executed by both parties.

Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

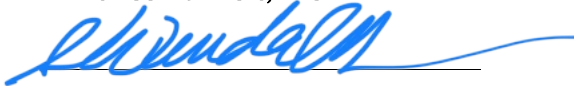
Entire Agreement. The Proposal and this Agreement contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by both parties (e.g., Change Order). Any titles used in this Agreement are for general reference only and are not part of the Agreement. If any portion of this Agreement is found to be unenforceable, the remaining portions of the Agreement shall remain in effect and be enforced. This Agreement shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Agreement or any part thereof to be drafted. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument; and execution signatures may be conveyed electronically.

Date: 6.17.25

Date: _____

11th Street Partners, LLC

Garden Studio


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Client Checklist

Please fill out the following items to the best of your knowledge pertaining to your property:

Does Your Property Have:	
HOA	
Coastal Commission	
High Fire Severity Zone / Fuel Modification Zone	
Easements on Property	
Flood Zone	
Sensitive View Corridors	
Zero Lot Line	
Indian Burial Site	
Historic Property	
Protected Trees	