



February 1, 2011

Executive Corporation of Clearwater, Inc
5260 South Landing Drive, Suite 704
Ft Myers, Florida 33919

Attn: Mr. S. Lee Crouch, President:

Subject: Demolition Cost Estimate
Countryside Golf Course
2506 Countryside Boulevard, Clearwater, Florida
HSA Reference No. 7227302-98

Dear Mr. Crouch:

HSA Engineers & Scientists (HSA) is pleased to provide this cost estimate for the razing of the buildings excluding associated concrete paving for the above-referenced property located in Clearwater, Florida. Based on information gathered through our site reconnaissance, HSA proposes the following cost estimate for the complete demolition of the restaurant building, Gazebo and Shop building. Our cost estimate to perform the work is **\$28,700**, which will be subject to the following project conditions. All activities shall be performed in accordance with federal, state, and local regulations.

Conditions of Cost Estimate:

1. Permitting, HSA shall obtain all necessary building department permits to complete the demolition work.
2. Stormwater Protection, HSA will prepare a Site Specific Stormwater Pollution Protection Plan (SWPPP), as well as make proper Notice of Intent (NOI) prior to commencement of the project. HSA will also install all necessary stormwater protection structures designated by the SWPPP (i.e. silt fencing, hay bales, etc...).
3. Building Demolition, the scope of the demolition will include the razing of all manmade structures excluding building foundations and utilities. Unless otherwise specified. All known utilities will be removed to the property boundaries.
4. Scheduling, this project is expected to be completed in 1 week from start to finish. A detailed project schedule will be presented within 5 days after a notice to proceed.
5. Noise and Dust Control, HSA will be responsible for maintaining all noise and fugitive emissions control as required of local, state, and federal government.

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6. Utilities, HSA will coordinate with local utility companies for service abandonment and will cap the water service and sewer service if applicable. HSA will not cap or disconnect any other services or be responsible for any fees incurred for service disconnection.
7. Backfilling, Excluded from this cost estimate is backfilling, compaction or ground modification to improve the site for development.
8. Asbestos, HSA will demo by wet method following the recommendations of the asbestos survey provided to us on 2-1-2011 by S. Lee Crouch.

Break down of cost:

- **\$22,000.00:** For the demolition of the restaurant building along with the gazebo excluding the slabs.
- **6,700.00:** For the demolition of the shop building excluding the slab.

HSA appreciates the opportunity to provide a cost estimate on this project. Should you have any questions after reviewing this proposal, please feel free to contact our office. The project will be immediately scheduled upon approval of this proposal.

Sincerely,

HSA Engineers & Scientists

Eldon Stills

Construction Estimator

IN WITNESS WHEREOF, HSA and the UNDERSIGNED have agreed to the Terms and Conditions (attached) and have executed this agreement the day and year indicated below.

Accepted By: _____
Signature/Title

Date



TERMS AND CONDITIONS

RARE EARTH SCIENCES, INC. dba; HSA ENGINEERS & SCIENTISTS (Company) proposes to perform the services described in the attached AGREEMENT at a charge pursuant to the attached Fee Schedule and under the conditions and circumstances as are set forth herein as follows:

1. **Billings/Payment:** Invoices for Company's services shall be submitted at Company's option, either upon completion of such services or at the end of each calendar month, and mailed to Client at the address indicated in the attached Work Plan. All such invoices shall be payable upon receipt, and in the event that payment is not duly made within thirty (30) days, the outstanding balance shall bear interest at the rate of one and a half (1.5%) per month from date of original billing or at the highest interest rate permitted by law, whichever is less. It is further understood and agreed that if Client fails to pay any invoice due to Company within thirty (30) days after the date thereof, Company, without waiving any other claim or right against Client, and without liability whatsoever to Client, may terminate its performance hereunder. In the event that Company places any invoice which is unpaid after the due date, with an agency or an attorney for collection, Client shall pay all costs and expenses of such collection, including without limitation attorney's fees and court cost, if any.
2. **Limitations:** Client recognizes the Company's services are solely for the benefit of Client and require decisions which are not based upon pure science but rather upon judgmental considerations. Company shall perform its services in accordance with generally accepted practices. Client agrees that such services shall be rendered without any warranty, expressed or implied, and that Company shall be responsible solely for its own negligence.
3. **Professional Liability:** For additional consideration from HSA of \$10.00 receipt of which is hereby acknowledged, client agrees that HSA's liability, and that of its officers, directors, employees, agents and subcontractors, to client or any third party due to any negligent professional acts, errors or omissions or breach of contract by HSA will be limited to an aggregate of \$50,000 or HSA total charges whichever is greater. If client prefers to have higher limits of professional liability, HSA agrees to increase the aggregate limit, up to a maximum of \$250,000, upon client's written request at the time of accepting our proposal, provided client agrees to pay an additional consideration of ten percent of HSA charges, or \$500, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by HSA and is not a charge for additional liability insurance. This limitation shall not apply to the extent prohibited by law.
4. **Right of Entry:** Client hereby grants to Company or represents and warrants (if the project location is not owned by Client) that permission has been duly granted for the Right of Entry from time to time, by Company, its agents, staff, consultants, and contractors or subcontractors, upon the project location for the purpose of performing and with the right to perform all acts, studies, and research, including



without limitation the making of test borings and other soil and water samplings, pursuant to the Work Plan.

The Client hereby recognizes that the use of exploration equipment may unavoidably affect, alter, or damage the terrain and affect vegetation, buildings, structures, and equipment in, at, or upon the area being studied. Client accepts the fact that this is inherent to Company's work and will not hold Company liable or responsible for any such reasonable effect, alteration, or damage.

5. **Public Liability:** Company represents and warrants that its staff is protected by Worker's Compensation insurance with statutory limits; and that Company has such coverage under Public Liability and Property Damage insurance policies which Company deems adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. Only within and only to the extent of the limits and conditions of such insurance, Company agrees to indemnify and save Client harmless from any claims, demands, suits, or liabilities arising from any negligent acts by Company, its agents, staff, contractors or consultants employed or engaged by it. In no event shall Company be liable or responsible for any loss, damage, or liability, including but not limited to fire and explosion, beyond the amounts, limits, and conditions of such insurance, or if such loss, damage, or liability is excluded from such coverage of such insurance.
6. **Duty of Client:** Client agrees to defend and same Company harmless from all liability, claims, demands, and suits, including expenses of suit and reasonable attorney's fees, arising from personal injuries, including disease and/or death, property loss or damage, injuries to others (including personnel of Client and of Company, its contractors and subcontractors performing work hereunder), or from air, water, or ground pollution or environmental degradation arising out of or in any manner connected with or related to the performance of this Work Plan, except if such injury, loss, or damage shall be caused by the sole negligence or willful misconduct of Company, its employees, agents, or representatives.

It shall be the duty of Client to advise Company promptly of any known or reasonably knowable hazardous substances or any condition existing in, on or near the premises upon which work is to be performed by Company's employees or subcontractors that presents a potential or possible health hazard or nuisance. If Client fails to advise Company or, notwithstanding such advice, unanticipated occurrences of such substances or conditions are discovered during the course of the work, and such discovery in the judgment of Company results in or may result in injury or a health risk to persons, whether Company's personnel, Client's personnel, or others, Client agrees that it shall assume full responsibility and liability and shall hold Company harmless from any or all claims, demands, suits, or liabilities for personal injury including disease, medical expenses, including but not limited to continued health monitoring and/or death, property damage, economic loss, including consequential damages.

If any unforeseen hazardous substances or other unforeseen conditions are encountered during execution of the work which, in the judgment of the Company,



- significantly affect or may affect the work or the recommended Work Plan, Company will notify Client as soon as practicable. In that event, Client and Company agree to pursue one of the following: (1) practicable, in the judgment of the Company, complete the original Work Plan; (2) Modify the Work Plan and budget estimate to include study of the previously unforeseen conditions, with this Contact being amended accordingly and in writing; or (3) Terminate the Work Plan. In the event of termination, Client agrees to pay Company in full for all work completed and fees due until written termination notice has been received by Company and to pay all costs incurred by Company prior to and in connection with discontinuing the work hereunder, such as completion of files and preparation of a written report to Client of findings to date of termination and all costs associated with subcontract termination.
7. **Confidentiality:** Company will not knowingly release information regarding work for client, except for information that is the public domain or is provided by third parties, to any person other than Client and to persons designated by Client. Company may notify Client of conditions, if identified, which in Company's professional opinion, may present a potential public health or public safety hazard. It is the Client's responsibility to release and to notify appropriate public agencies in a timely manner of any information that may be necessary to preserve public health or public safety or in order to limit future public risks. Client agrees to hold Company harmless against any and all claims, demands, suits, or liabilities as a consequence of release of the information which may be necessary to preserve public health or safety. Notwithstanding the above, Company will exercise its best efforts to comply with any federal, state, county, or municipal law, regulation, ordinances, or legal obligations regarding the reporting of findings to appropriate public agencies. Client agrees to hold Company harmless against any and all claims, demands, suits or liabilities resulting from such actions by Company.
 8. **Opinions of Probable Clean-up and Disposal Costs:** The Company may give opinions of probable clean-up and disposal costs as part of the Work Plan. These opinions may also involve approximate quantity estimates. The Client understands and agrees that quantity estimates are not accurate enough for clean-up and disposal bids. Company does not guarantee or warrant the accuracy of estimates of probable clean-up and disposal costs as compared to bids of Contractors, or compared to actual clean-up and disposal costs.
 9. **Documents:** HSA will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:
 - a. All documents generated by HSA under this Agreement shall remain the sole property of HSA. Any unauthorized use or distribution of HSA's work shall



be at Client's and recipient's sole risk and without liability to HSA. HSA may retain a confidential file copy of its work product and related documents.

- b. If Client desires to release, or for HSA to provide, our report(s) to a third party not described above for that party's reliance, HSA will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (*e.g.*, Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party the HSA's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for HSA and by this request Client waives any such claim if HSA complies with the request.
 - c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by HSA pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without HSA's prior written approval.
 - d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by HSA for proper performance of our services. HSA may rely upon Client-provided documents in performing the services required under this Agreement; however, HSA assumes no responsibility or liability for their accuracy. Client provided documents will remain the property of Client, but HSA may retain one confidential file copy as needed to support our report.
 - e. Upon Client's request, HSA's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by HSA in its files, with at least one conformed written copy provided to Client, shall be the official base document. HSA makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors on such media brought to HSA's attention by Client. Any modifications of such magnetic copy by Client shall be Client's risk and without liability to HSA. Such magnetic copy is subject to all conditions of this Agreement.
10. RARE EARTH SCIENCES, INC. dba; HSA ENGINEERS & SCIENTISTS is an Equal Opportunity Employer.