



CROSS SURVEYING, LLC

PROPOSAL

May 24, 2017

Ryangolf Corporation
Attn: Cort Byrnes
614 South Military Trail
Deerfield Beach, FL 33442
E-mail: cbyrnes@ryangolf.com

Proposal for Professional Surveying Services for Ryangolf Corporation
RE: Bellacina Phase 3 (153 Lots)

Dear Mr. Byrnes,

We appreciate the opportunity to prepare a scope of services for Ryangolf Corporation. Cross Surveying, LLC has the project background and the manpower to perform these tasks in an efficient and cost effective manner. If at any time you have any questions regarding the cost or scope of these services, please feel free to call upon us to iterate or customize the scope based upon your needs.

The intent of this document is to establish professional services and to create contractual rights as required for the development of the above referenced project. Based on a lump sum fee of Thirty Nine Thousand Eight Hundred Fifty Dollars (\$39,850.00) we will provide the following surveying services broken down as follows:

Scope:

Construction stake out and asbuilts

1. Establish control (based on construction plans or information as provided only)
 - a. Verify project or boundary control
 - b. Verify project bench marks
 - c. General Computing
2. Rough stake out for clearing and grading
 - a. Roads and parking
 - b. Lakes and swales (Lakes not included as part of this proposal)
 - c. Silt fence
3. Utility stake out
 - a. Water main and services
 - b. Sanitary & force main
 - c. Storm drain structures
4. Final stake out
 - a. Curb
 - b. Sidewalks with special grading conditions
5. As-builts (record drawings per current County or City requirements)
 - a. Computing for asbuilts
 - b. Water distribution system
 - c. Sanitary sewer system
 - d. Storm drainage system

Note: There will be a period of no more than 3 months from the date of the contract to execute the contract with a period of no more than 6 months from the date of the contract for work to commence.

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Phone: (941) 748-8340 - Fax: (941) 896-9938
www.crosssurveying.com

(RECORD DRAWINGS (ASBUILTS))

Upon completion of improvements, we will survey the locations of all locations pertaining to above utility improvements as necessary to prepare certified record drawings in accordance with county specifications. The contractor will be responsible for exposing or marking all items. This proposal does not include the excavation, exposing or locating any items that have not been marked or exposed by the contractor. Any items constructed and not been marked or requested to be located and any additional comments 60 days after the initial preliminary submittal or after the first lift of asphalt has been completed is not part of this contract and will be billed at our current time and material rates.

Proposal does not include lake quantities for calculating lake volumes. Proposal does not include final asbuilt boundary survey to show items such as parking, buildings, pool area etc. that might be required for financing.

NOTE: This proposal is based on a one-time stake out of the above items. Rough stake out items will be staked with laths only with grade marks showing cut or fills at 100 foot intervals. Utility structures (as shown on approved set of construction plans) will be staked with hubs and tacks with two offsets and cut or fills shown on lath. Back of curb will be staked at 50' stations with 3' off sets showing cut or fills shown on the lath. Bluetops are not included as part of this proposal. Final stake out for edge of pavement where there is not curb will be staked with laths only with grade marks showing cut or fills at 50 foot intervals. It is understood that all storm pipes and sanitary sewer lines will be installed with laser equipment and line and grade stakes will not be required.

WORK NOT SPECIFIED

Work not specified in the above proposal items will not be performed without your prior knowledge and approval. When merited, we will provide you with a lump sum fee for additional services. Otherwise, additional services will be performed at an hourly rate.

Cross Surveying, LLC also has no control over regulatory changes. You will be notified as soon as it becomes known to us of any regulatory changes which affect our ability to perform our services at the agreed-upon fees. At that time an additional fee, if any, will be negotiated with you prior to our performing the additional services

HOURLY CHARGES

Hourly work will be billed at the prevailing rates for Cross Surveying, LLC at the time of the work efforts being performed. These rates shall be adjusted annually, in January, and shall reflect changes in our cost of doing business. In no event will these rates increase more than 5% in any one annual period. For purposes of this contract, the current hourly rates in effect at this time are described below. Work performed at the request of the client, outside of regular business hours, may be assessed at 1.50 times the prevailing hourly rate at the sole discretion of Cross Surveying, LLC.

Professional Land Surveyor	\$150.00 per hour
Expert Witness	\$250.00 per hour
Senior Technician	\$ 90.00 per hour
Junior Technician	\$ 60.00 per hour
Survey Crew (Four Man Crew)	\$150.00 per hour
Survey Crew (Three Man Crew)	\$125.00 per hour
Survey Crew (Two Man Crew)	\$ 90.00 per hour
Aide	\$ 40.00 per hour
Data Processing Equipment (Programmed Computing and Computerized Drafting)	\$ 80.00 per hour

LOCAL MISC RATE SHEET

Quoted rates are based upon an eight (8) hour day and are valid for sixty (60) days from date of quote.

- GPS Surveyor: Included operator, two (2) dual frequency static, fast-static, Kinematic, real-time-kinematic (RTK) capable GPS units, laptop computer and applicable software.....\$1,000.00
- GPS Surveyor rates are assessed at an additional \$125.00 per hour when work exceeds the initial 8 hours per day.
- GPS Surveyor travel rates are \$125.00 per hour on days of travel only. Days that combine travel and production work is billed at the production day rates specified above.
- GPS Surveyor standby rates are \$125.00 per hour
- In foreign countries, it is the responsibility of the client to ensure the ingress/egress of equipment along with the GPS Surveyor. Equipment delayed in travel will be billed at the rate of \$500.00 per day plus \$200.00 per hour and all expenses at cost*.
- Office hours are billed at the rate of \$110.00 per hour.
- Room, board and expenses incurred in travel will be billed as reimbursable expenses or may be paid directly by the client at the client's option.
- Outside Local Area: Travel (Per Diem).....\$31.00 per person per day
- Night Accommodations.....\$ based on location
- Boat rate \$300 per day

LUMP SUM FEE

The above stated Lump Sum Fees are fixed for a period of three months from the date of this proposal. If the work has not been initiated on any lump sum item within the three month period, Cross Surveying, LLC reserves the right to terminate or renegotiate this agreement as it relates to said item. All Lump Sum Fees are based upon services being performed during regular business hours. Any services requested by the client to be performed outside of regular business hours will carry a surcharge of 1.50 times the hourly rate of the employee(s) performing said service.

MEETING ATTENDANCE

Due to the difficulties of predicting the frequency, number or duration of meetings with clients, agencies, municipalities, project consultants, etc, no meetings are included in the schedule of fees shown above. Preparation for and attendance at all meetings, whether in or away from our offices, will be provided and invoiced as an extra service at our standard rates defined herein.

PERMIT APPLICATIONS / SUBMITTAL FEES

The above stated fees do not include the payment of any governmental agency submittal or processing fees. The cost of these fees shall be the responsibility of the client.

REPRODUCTION AND OUTSIDE SERVICE FEES

Unless otherwise specified, the above service fees do not include the cost of printing, postage, copies, long distance phone calls, facsimiles or reproductions, nor do they include the cost for outside services by others. These fees are separate charges and will be invoiced to you as direct charges, plus a 10% carrying charge for outside services.

DELIVERIES & SPECIAL HANDLING

Federal Express handling and special orders will be invoiced to the Client as direct charges, plus a 10% carrying charge. Hand deliveries requested by the Client and performed by Cross Surveying, LLC will be invoiced at a rate of \$25 per hour.

OWNERSHIP OF DOCUMENTS

This contract is for the preparation and/or permitting of engineering, planning or surveying documents. The methodology used by Cross Surveying, LLC to produce these plans will be solely at the discretion of Cross Surveying, LLC. Cross Surveying, LLC is the owner of the original documents pertaining to this project. However, Cross Surveying, LLC will not release copies of same, without authorization from you or your agent, to a third party. All documents are Copyright documents and are protected by the Copyright laws of the United States of America. Due to the economics involved with producing plans in digital format, **digital copies of all documents may be supplied at the sole discretion of Cross Surveying, LLC and upon negotiation of a reasonable fee for said digital copies.** When digital copies are not available, hard copies of plans will be provided at your direction.

PERMITTABILITY OF PROJECT

All work performed by Cross Surveying, LLC will be in accordance with professional ethics laws and governmental agency standards. Cross Surveying, LLC does not warrant nor represent that any governmental approvals will be obtained, only that Cross Surveying, LLC will exercise its best efforts to obtain governmental approvals contemplated under this agreement.

Unless the scope of services under this agreement includes site planning, land use and zoning investigation or platting requirements, Cross Surveying, LLC will assume that the project, as presented, is in accordance with all applicable governmental regulations.

CONSTRUCTION STAKING REQUIREMENTS

It is our desire to service your construction staking needs in a timely and efficient manner. It is also our concern that what has been staked is in its proper position, horizontally and vertically.

Therefore, we require a minimum of one day (24 hours) in which to check our work. If we stake-out proposed improvements on any given day, we will not accept responsibility for those stakes if they are utilized for installing improvements the same work day and have not been checked for accuracy. Work performed on a Friday or weekend day must not be utilized until the following Monday.

We must be allowed the opportunity to check the staking with our office and field staff. Any variation from these procedures must be approved in writing by this office.

If any claims are being made against Cross Surveying, LLC for construction staking services, the claim must be made in writing prior to any remedial work being performed so that Cross Surveying, LLC has the opportunity to visit the construction site to verify the validity of the claim. If it is agreed that an error has been made, Cross Surveying, LLC reserves the right to correct the mistake on their own or to negotiate a settlement of the claim at that time.

NOTE: Cross Surveying, LLC shall be relieved of any and all claims of staking errors if these procedures are not followed. There shall be no deviation from this requirement without the express written permission of Cross Surveying, LLC.

DIRECTIONAL BORES

We will need to know on all jobs when directional boring is taking place. This will afford us the opportunity to locate where the rig is and to get ground shots over the bore. As it stands now most bore logs are not able to be used. We do not know where the bore was started from nor do we know the ground elevation over the bore to subtract there depth from. The location and elevations will allow us to more accurately asbuilt the bore.

INVOICING AND PAYMENT

Work will be invoiced monthly, on approximately the 1st day of each month based upon a proration of work completed to date, or upon completion of the project or a "phase" of the work efforts performed. Payment is expected upon receipt of the invoice by the client. If payment is not received within 30 days of the invoice date, a late charge may be added to the invoice in an amount not to exceed 1 ½ % per month on the outstanding balance.

If payment is not received within 45 days of the invoice date, Cross Surveying, LLC may terminate this agreement or suspend work under the agreement until payments have been made in full. If Cross Surveying, LLC commences legal proceedings to collect any monies due under this agreement, then client agrees to pay any costs or attorneys fees incurred by Schappacher Cross, LLC in connection with such legal proceedings, including such as are incurred in any appellate proceedings.

Any invoice not paid by due date Cross Surveying, LLC reserves the right to stop work on project without further notice. Cross Surveying, LLC also reserves the right to hold any and all surveying services; boundary survey, final asbuilts, etc. until all final fees on project are paid in full.

Client hereby specifically consents to venue in any action to enforce the terms of this agreement to be in Manatee County, Florida, or any location Cross Surveying, LLC chooses.

INVOICING DISPUTES

In the event of any dispute concerning the accuracy or content of any invoice, the Client, developer, contractor, architect as applicable shall, **within 10 days of the receipt of said invoice**, notify Cross Surveying, LLC of the exact nature of the dispute. **Any invoices which are not questioned within 10 days shall be deemed due and owing.** In the event an invoice or portion of any invoice is disputed within 10 days, the Client or contract signatory shall be obligated to pay the undisputed portion of the invoice.

LIMITATION OF CONSULTANT'S AND PROFESSIONAL LIABILITY

The client agrees to limit the surveyor's liability to the client on the project due to any claim of any nature whatsoever arising out of or relating to the performance of professional services under this agreement, such that the total aggregate liability of the surveyor to all those named shall not exceed the surveyor's total fee for services rendered on the project.

All costs and fees as billed shall constitute a lien against the subject property, pursuant to chapter 713, Florida Statutes (1988).

In the event legal action is necessary to enforce the payment provisions of this agreement, the surveyor shall be entitled to collect from the client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the surveyor in connection therewith and in addition, the reasonable

value of the surveyor's time and expenses spent in connection with such collection action, computed at the surveyor's prevailing fee schedule and expense policies.

If the client fails to make payment to the surveyor in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of the surveyor's obligations by this agreement.

RETAINER

A retainer of _____ is required before work on this project is initiated. The retainer shall be credited against the last invoice for this project.

This proposal and fee schedules are based upon the acceptance within 30 days of the date of preparation. If not accepted by you within that time period, we reserve the right to reevaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with you, please sign the enclosed copy of this letter and return same to this office with you check for the above requested retainer. Should you have any questions regarding the above, please do not hesitate to call.

WITNESS:

Cross Surveying, LLC

Gerald D Stroop, Jr., PSM

TITLE: _____

CLIENT

WITNESS:

BY: _____

TITLE: _____