

**MAINTENANCE AGREEMENT**

**THIS MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the Nassau County Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida ("County") and the Range at Crane Island LLC ("RCI").

**WITNESSETH:**

WHEREAS, the RCI has a permit from Nassau County to construct a roundabout within the intersection of the Amelia Island Parkway and Bailey Road; and

WHEREAS, the RCI received approval from the County for the proposed roundabout pursuant to Ordinance No. 2006-80 adopted October 30, 2006; and

WHEREAS, the RCI plans to enhance the roundabout with certain improvements that are in addition to the normal Florida Department of Transportation design standards for roundabouts and that are excluded from County maintenance upon acceptance of the constructed roundabout for maintenance including but not limited to special landscaping in the center island, splitter islands and along the roundabout shoulders, irrigation, ornamental lighting including tree and landscape lighting and general overhead illumination and underground conduits for irrigation, communication lines and electrical services ("enhancements").

NOW, THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

1. **RECITALS AND EXHIBITS**

The recitals set forth above and Exhibits attached hereto are specifically incorporated herein by reference and made part of this Agreement.

2. **EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement ("Effective Date").

3. **TERM**

The initial term of this Agreement shall be for the period of one (1) year, commencing on the Effective Date. This Agreement shall automatically renew for successive and continuing (1) year terms unless terminated by the County upon thirty (30) days' notice.

4. **COMPLIANCE**

The RCI shall perform this Agreement, including, without limitation, its obligations to operate, maintain and repair the enhancements, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures,

guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Florida Department of Transportation, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, and Nassau County, Florida ("Governmental Law").

5. **OPERATION, MAINTENANCE AND REPAIR**

- A. From the Effective Date of this Agreement, the RCI shall continually operate, maintain and repair the enhancements at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. Nothing in this Agreement shall obligate the County to operate, maintain, repair or improve the enhancements, said obligations to remain the sole responsibility of the RCI.
- B. If the County determines that the RCI is not operating, maintaining and repairing the enhancements in accordance with the terms and provisions of this Agreement, the County shall deliver written notification of such to the RCI. The RCI shall have thirty (30) days from the date of the County's written notice, or such other time as the County and the RCI mutually agree in writing, to correct the deficiency and provide the County with written notice of the same ("Notice of Correction").
- C. If the County determines that the deficiency remains after receipt of the RCI's Notice of Correction, the County, at its sole discretion, may: (1) provide the RCI with written authorization granting such additional time as the County deems appropriate to correct the deficiency; or (2) correct the deficiency at the RCI's sole cost and expense. Should the County elect to correct the deficiency, the County shall provide the RCI with an invoice for the costs incurred by the County to correct the deficiency and the RCI shall pay the invoice in accordance with the "Payment" section of this Agreement.
- D. If at any time in the sole determination of the County, the integrity or safety of the Improvements requires immediate maintenance or repair for the benefit of public health, safety or welfare, the County may perform such maintenance and repairs it deems appropriate under the circumstances. The County shall attempt to notify the RCI prior to action under this section, but may take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare. The County shall provide the RCI with written notice of the emergency maintenance and repairs performed by the County and an invoice for the same. The RCI shall pay the invoice in accordance with the "Payment" section of this Agreement.

6. **MAINTENANCE OF TRAFFIC**

- A. The RCI shall be responsible for the maintenance of traffic ("MOT") at all times during the performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Departments Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Departments Roadway Design Standards Index 600 Series; and (4) other applicable Governmental Law.
- B. If the RCI fails to perform MOT as required herein, the County, within its discretion, may elect to perform MOT at the RCI's sole cost and expense. Should the County perform

MOT, the County shall provide the RCI with an invoice for the costs incurred by the County and the RCI shall pay the invoice in accordance with the "Payment" section of this Agreement.

7. **PAYMENT**

All County invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within 30 days of the date of the invoice ("Due Date"). Any portion of any invoice not received by the County by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Fla. Stat., until paid in full.

8. **INDEMNIFICATION**

A. To the maximum extent permissible under applicable Florida law, the RCI shall promptly defend, indemnify, hold the County harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever cause by, arising out of or related to the County's performance or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include, without limitation, all civil and criminal environmental liability, arising, directly or indirectly from the Environmental Investigation and Remediation Work, under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The RCI's duty to defend, indemnify and hold the County harmless specifically does not encompass indemnifying the County for its negligence, intentional or wrongful acts, omissions or breach of contract. Additionally the RCI, or its successors or assigns shall maintain insurance coverage naming the County as an additional insured as follows:

1. Commercial General Liability Insurance. Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) (Modified Occurrence or Claims Made forms are not acceptable) shall be purchased for the life of the contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,00
Personal & Advertising Injury Limit	\$1,000,00
Fire Damage Limit (any one fire)	\$
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

2. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation and Employer's Liability insurance coverage shall be purchased for the life of this contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> - Workers' Compensation Insurance – Unlimited Statutory Benefits are provided in the Florida Statutes and		
<u>Part Two</u> - Employer's Liability Insurance		
Bodily Injury by Accident	\$100,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$100,000	Each Employee

If leased employees are used, policy must include an Alternate Employer's Endorsement.

3. Automobile Liability Insurance. Automobile Liability Insurance coverage shall be purchased for the life of this contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit	\$1,000,000 Each Accident
OR	
Split Limits	\$ 500,000 Bodily Injury-Per Person
	\$1,000,000 Bodily Injury-Per Accident
	\$ 500,000 Property Damage-Per Accident

Covered Automobiles shall include any auto owned or operated by the Insured including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business.

4. Excess Liability Insurance. Excess Liability (Umbrella Form) insurance coverage shall be purchased for the life of this contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

A copy of the Certificate of Insurance shall be attached hereto as Exhibit A. If any of the Insurance referenced above contains deductible(s), penalty(ies) or self insured retention(s) provision(s), the insured shall be solely responsible for payment of such deductibles(s), penalty(ies) and/or self-insured retention(s).

B. The RCI shall notify the County in writing immediately upon becoming aware of any liabilities. The RCI's obligation to defend, indemnify and hold the County harmless from any liabilities, or at the County's option to participate and associate with the County in defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the County's written notice of claim for indemnification to the RCI. The RCI's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

9. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the County's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Fla. Stat. The County's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the County as a direct result of the County's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Fla. Stat.

10. NOTICE

Any notices, communications and determinations between the parties hereto and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

COUNTY: Nassau County Board of County Commissioners  
Attention: Nassau County Manager  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097

RCI: The Range at Crane Island LLC  
Attention: Laura Palminsano, Attorney in Fact  
4001 Centurion Way  
Fernandina Beach, FL 32034

11. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Florida.

12. **VENUE AND JURISDICTION**

- A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties shall lie exclusively in a state court of appropriate jurisdiction in Nassau County, Florida.
- B. The RCI and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

13. **JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of this Agreement, including, without limitation, damages allegedly flowing there from.

14. **ASSIGNMENT**

The RCI may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the County except RCI may transfer the rights, duties and obligations provided in this Agreement to the Crane Island Home Owners Association or successor developer. The County has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the RCI from delegating its duties hereunder, but such delegation shall not release the RCI from its obligation to perform this Agreement.

15. **THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereunder and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

16. **VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of this Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

17. **ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between the parties and no representations or promise have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

18. **SUFFICIENCY OF CONSIDERATION**

By their signatures below, the parties hereby acknowledge the receipt, adequacy and sufficiency or consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

19. **WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

20. **INTERPRETATION**

No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

21. **CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

22. **SEVERANCE**

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

23. COMPUTATON OF TIME

In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.


24. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

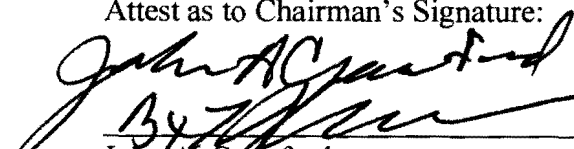
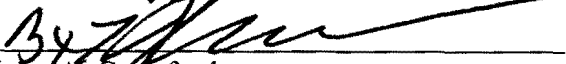
IN WITNESS WHEREOF, the Board and the RCI have caused this Agreement to be executed and delivered as of the day and year first above written.

Board:

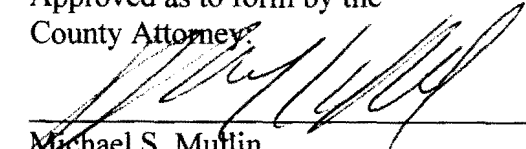
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

By   
Pat Edwards, Chairman


Attest as to Chairman's Signature:

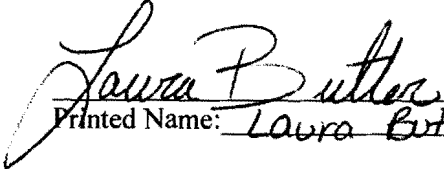
  
By   
John A. Crawford  
Its: Ex Officio Clerk

Approved as to form by the  
County Attorney:


  
Michael S. Mullin

Witnesses:

  
Printed name: Brende Luville

  
Printed Name: Laura Butler

The Range at Crane Island, LLC (RCI)

By:   
Name: Laura Palmisano  
Title: attorney-in-fact

## LIMITED POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That **THE RANGE AT CRANE ISLAND LLC**, a Florida limited liability company ("Principal"), having an address of 4001 Centurion Way, Fernandina Beach, FL 32034, expressly revokes any and all previously executed powers of attorney, and hereby designates **RICHARD SCHURIG** and **LAURA T. PALMISANO**, or either of them acting alone, as Attorney-In-Fact and Agent (hereinafter called "Agent") in the Principal's name and for the Principal's benefit:

### ARTICLE I

#### GENERAL GRANT OF POWER

Principal hereby grant to Agent full power and authority to do anything necessary in exercising any of the powers herein granted as fully an Principal might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

The Agent shall have the following powers:

- (A) **Powers of Collection and Payment.** To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money, debt, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pensions, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible and tangible property and property rights, and demands whatsoever, liquidated on unliquidated, now or hereafter owned by, or due, owning, payable or belonging to me, or in which the Principal has or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise and agree for the same, and to execute and deliver for me, on behalf of the Principal, and in the name of the Principal, all endorsements, releases, receipts, or other sufficient discharge for the same;
- (B) **Power to Acquire and Sell.** To acquire, purchase, exchange, grant options to sell, and sell and convey real or personal property, tangible or intangible, owned by the Principal presently, and all future owned property and interest therein, on such terms and conditions as the Agent shall deem proper;
- (C) **Management Powers.** To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that is now owned by the Principal or may



## **ARTICLE II**

### **INTERPRETATION AND GOVERNING LAW**

This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to the Agent. This instrument is executed and delivered in the State of Florida and the laws of the State of Florida shall govern all questions as to the validity of this power and the construction of its provisions.

## **ARTICLE III**

### **REVOCAATION**

This instrument shall be revoked by the Principal by (1) causing all executed originals of this power of attorney to be physically destroyed; (2) signing a written revocation and causing it to be acknowledged; or (3) delivering a written revocation to the attorney in fact.

## **ARTICLE IV**

### **THIRD-PARTY RELIANCE**

Third parties may rely upon the representations of the Agent as to all matters relating to any power granted to the Agent, and no person who may act in reliance upon the representations of the Agent or the authority granted to the Agent shall incur any liability to me or the estate as a result of permitting the Agent to exercise any power. The Principal authorizes any third party to rely on a duly executed counterpart of this instrument, or a copy certified by the Agent to be a true copy of this original hereof, as fully and completely as if such third party had received the original of this instrument. The signature of the Agent is sufficient to exercise the powers delegated herein and may be relied upon by any third party as an authorized act of the Agent under this general durable power of attorney.

EXHIBIT "A"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MORROW INSURANCE GROUP 1896 S 14TH ST FERNANDINA BEACH, FL 32034	CONTACT NAME: Claudia Willette
	PHONE (A/C, No, Ext): 904-261-0707      FAX (A/C, No): 904-261-2694 E-MAIL: ADDRESS:
INSURED COASTAL LANDSCAPES INC PO BOX 15315 FERNANDINA BEACH, FL 32035	INSURER(S) AFFORDING COVERAGE
	INSURER A: Auto Owners
	INSURER B: Owners
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PBR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSR	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			78546293	04/11/2015	04/11/2016	EACH OCCURRENCE	\$1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	
	GENTL AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$1,000,000	
	OTHER:						GENERAL AGGREGATE	\$1,000,000	
							PRODUCTS - COMP/OP AGG	\$1,000,000	
								\$	
B	AUTOMOBILE LIABILITY			48-168-675-00	10/06/2015	10/08/2016	COMBINED SINGLE LIMIT (Ea accident)	\$500,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 NASSAU PLACE YULEE, FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SUNZ Insurance Solutions, LLC. c/o Ally HR, Inc. 9016 Philips Highway Jacksonville, FL 32256	ID: (Ally)	<b>CONTACT NAME:</b> Melissa Ash
		<b>PHONE (A/C, No, Ext):</b> 904-739-2722 <b>FAX (A/C, No):</b> 904-262-2760 <b>E-MAIL ADDRESS:</b> mash@matrixonesource.com
<b>INSURED</b> Ally HR, Inc. 9016 Philips Hwy Jacksonville FL 32256		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A:</b> SUNZ Insurance Company <b>NAIC #</b> 34762
		<b>INSURER B:</b> Aspen Re - London - Best Rating "A"
		<b>INSURER C:</b> Catlin Syndicate - Lloyds - Best Rating "A"
		<b>INSURER D:</b> Brit Syndicate - Lloyds - Best Rating "A"
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**COVERAGES**

**CERTIFICATE NUMBER:** 28031255

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WCPEO0000323 02 WCPEO0000323 01	1/1/2016 1/1/2015	1/1/2017 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation					This is for informational purposes and nothing shall create any right under such reinsurance.
C	Excess Coverage					
D						

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Coastal Landscapes Inc  
Effective date: 1/1/2015

**CERTIFICATE HOLDER**

**CANCELLATION**

7269  
Nassau County Board of County Commissioners  
mcrews@nassaucountyfl.com  
mmullin@nassaucountyfl.com  
96135 Nassau Pl Ste 1  
Yulee FL 32097

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Glen J Distefano*  
Glen J Distefano

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A POLICY TO DO MORE

Workers' Comp Since 1954

FHM Insurance Company
P.O. Box 616648, Orlando, FL 32861-6648
407-351-1212 • 888-346-3461
Fax 407-373-6474 • www.fhmic.com

BINDER CONFIRMATION

Table with 2 columns: To/From, Fax/Date, Insured/Policy No, Policy Period/Program, Billing Type/Commission, Risk Management/Claims. Includes details for Laura, E-MAILED, THE RANGE AT CRANE ISLAND LLC, etc.

Thank you for your application. This account is now bound. THIS BINDER WILL EXPIRE 7 DAYS FROM THE EFFECTIVE DATE and is subject to the receipt of the completed submission. A complete submission must include an Acord 130 Workers' Compensation application, 3 years of currently valued loss runs and the down payment check made payable to FHM Insurance Company.

Failure to fulfill or meet the requirements will jeopardize the effective date of the policy.

A policy will be issued and a welcome packet will be mailed to the policyholder. The packet will contain information on the company and its procedures. The packet will also supply the Insured with the standardized forms that are required by the state.

- Coverage is subject to satisfactory safety inspections and cooperation with the Risk Management Consultant. The policyholder will receive a visit from our Risk Management Consultant within the next thirty (30) days. Scheduling conflicts or missed appointments may result in notice of cancellation.
Policyholders are required to complete annual audits. Failure to comply with the audit request may result in cancellation of the policy.

Help us to better communicate with the policyholder! Please complete the attached contact information sheets and email back to the underwriting department at underwriting@fhmic.com

If you have any questions concerning FHM Insurance Company, or the coverage provided to your client, please contact us at 407-373-6424.