

**AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
BRANCE DIVERSIFIED, INC.
FOR
DREDGING OF FISHING CREEK**

THIS AGREEMENT is made and entered into in duplicate this 17 day of Aug, 2015, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and BRANCE DIVERSIFIED, INC. (hereinafter the "CONTRACTOR"), a Florida corporation with an office at 14664 Diamond Ranch Road, Jacksonville, Florida 32234, for dredging work at Fishing Creek.

RECITALS:

WHEREAS, pursuant to CITY Ordinance 2014-276-E, CITY entered into that certain Settlement and Limited Release Agreement (the "Settlement Agreement") entered into between the parties to the lawsuit styled: Rea Altwater and Patricia Altwater et al. v. City of Jacksonville, Case No: 2009-CA-010404 and Case No: 16-2011-CA-001764, in the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida (the "Lawsuit"); and

WHEREAS, the Lawsuit concerned a dispute regarding claims that a dredging project of the City caused an inverse condemnation to occur which deprived the plaintiffs access to Fishing Creek; and

WHEREAS, pursuant to the Settlement Agreement, Dell Marine, LLC ("Dell") agreed, separately or with or through CONTRACTOR, to perform certain construction and dredging work as required by the Settlement Agreement (the "Project") and City agreed to

reimburse CONTRACTOR for the costs of the Project in accordance with the Settlement Agreement; and

WHEREAS, pursuant to the Settlement Agreement, Dell and CONTRACTOR have entered into that certain Subcontract and Assignment Agreement (the “Subcontract”) for the Project and, as authorized by CITY Ordinance 2014-276-E, CITY is entering into this Agreement with CONTRACTOR solely for the purposes of satisfying CITY’s funding obligations to CONTRACTOR in accordance with the Settlement Agreement; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, the CITY hereby engages the CONTRACTOR for the Project in accordance with the following:

SECTION 0

0.1 INCORPORATION OF RECITALS

The above stated recitals are true and correct and, by this reference, are incorporated herein and made a part hereof.

**SECTION 1
BASIC SERVICES OF THE CONTRACTOR**

1.01 STATEMENT OF CONTRACTOR SERVICES

The CONTRACTOR shall furnish all services, construction and dredging work required to complete the Project as set forth in the Settlement Agreement attached hereto as **Exhibit A** and by this reference hereby incorporated herein for all purposes, and in accordance with the terms and conditions of the Subcontract attached hereto as **Exhibit B**, and subject to and in compliance with Florida Department of Environmental Protection (“FDEP”) Permit No. 16-138309-006-EE (as modified, the “Permit”), attached hereto and incorporated herein as **Exhibit**

C. CONTRACTOR acknowledges that it participated in and provided input to the FDEP with regard to the modification of the Permit and such participation and input is the sole responsibility of CONTRACTOR. CITY assumes no responsibility for CONTRACTOR's participation and input into the modification of the Permit, including, but not limited to the selection and use of the disposal site.

**SECTION 2
PAYMENT FOR SERVICES OF THE CONTRACTOR**

2.01. The CITY shall pay the CONTRACTOR in accordance with the terms and conditions of the Settlement Agreement. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes.

2.02. The maximum indebtedness of the CITY for all fees, reimbursable items or other cost, for Services provided, by CONTRACTOR, pursuant to this Agreement, the Subcontract and the Settlement Agreement, shall not exceed the sum of TWO HUNDRED THIRTEEN THOUSAND FIVE HUNDRED SIXTY-TWO 00/100 DOLLARS (\$213,562.00) for the term of this Agreement.

2.03. The CITY's obligations under this Agreement are contingent upon availability of lawfully appropriated funds, for the Project and this Agreement.

**SECTION 3
GENERAL CONDITIONS**

3.01 TERMINATION AND SUSPENSION

3.01.01. This Agreement shall continue and remain in full force and effect as to all of its terms, conditions, and provisions as set forth herein until and unless the CITY shall give written notice to the CONTRACTOR of its desire to terminate this Agreement, with or without cause, on a specified time and date thereafter. Such written notice to terminate this Agreement

shall be given no less than thirty (30) days prior to the date this Agreement shall be so terminated, with twenty-four hours' notice in the event that funds become unavailable to the CITY for any reason whatsoever. In the event of any such termination, the CONTRACTOR shall be paid by the CITY for all services actually, timely, and faithfully rendered up to receipt of the notice of termination, and thereafter until the date of termination, the CONTRACTOR shall be paid only for such services as are specifically authorized in writing by the CITY.

3.01.02. This Agreement or any portion hereof may be suspended from time to time for various periods of time in the event that any Project proposed hereunder is delayed, postponed, or otherwise adversely affected permanently or temporarily by action of the City of Jacksonville. In the event of any such suspension, the CONTRACTOR shall be paid for all services actually, timely, and faithfully rendered up to the date of suspension, and for all services so rendered after cessation of the suspension and resumption of the services.

3.02 Reserved

3.03 INDEMNIFICATION

3.03.01. Indemnification. Please see **Exhibit C** attached hereto and incorporated herein by this reference for indemnification obligations of CONTRACTOR.

3.04 INSURANCE

Insurance. Please see **Exhibit C** attached hereto and incorporated herein by this reference for insurance requirements of CONTRACTOR.

3.05 SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the CONTRACTOR of its interests in this

Agreement without the written consent of the CITY shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY, nor shall it be construed as giving any right or benefit hereunder to anyone other than the CITY or CONTRACTOR.

3.06 NON-DISCRIMINATION PROVISIONS

3.06.01. The CONTRACTOR warrants that it has adopted and shall maintain a policy of non-discrimination against an employee or applicant for employment on account of race, religion, sex, color, national origin, age, or handicap and that such policy applies to all areas of employee relations throughout the term of this Agreement.

3.06.02. On written request, the CONTRACTOR shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of the CITY for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement. The CONTRACTOR shall not be required to produce for inspection any records covering periods of time more than one (1) year prior to the date of this Agreement.

3.06.03. The CONTRACTOR agrees that if any of the obligations of this Agreement are to be performed by a subcontractor, then the provisions of the above two paragraphs shall be incorporated into and become a part of the subcontract.

3.07 PROMPT PAYMENT TO SUBCONTRACTORS, ETC.

3.07.01 Generally. When the CONTRACTOR receives payment from the CITY for labor, services, or materials furnished by subconsultants, subcontractors, and suppliers hired by the CONTRACTOR, the CONTRACTOR shall remit payment due (less proper retainage) to those subconsultants, subcontractors, and suppliers within fifteen (15) calendar days after the

CONTRACTOR's receipt of payment from the CITY. Nothing herein shall prohibit the CONTRACTOR from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subconsultants, subcontractors, and suppliers. In the event of such a dispute, the CONTRACTOR may withhold the disputed portion of any such payment only after the CONTRACTOR has provided notice to the CITY and to the subconsultant, subcontractor, or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to the CITY and the subconsultant, subcontractor, or supplier within ten (10) calendar days after the CONTRACTOR's receipt of payment from the CITY. The CONTRACTOR shall pay all undisputed amounts due within the time limits imposed by this section.

3.07.02. Jacksonville Small Emerging Business ("JSEB") and Minority Business Enterprise ("MBE") Participation. Notwithstanding Chapter 126, Part 6, *Ordinance Code*, the CONTRACTOR shall pay all contracts awarded with certified JSEB's and certified MBE's, as defined therein, their pro-rata share of their earned portion of any progress payments made by the CITY under this Agreement within seven (7) business days after the CONTRACTOR's receipt of payment from the CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or certified MBE at the time of payment. As a condition precedent to progress and final payments to the CONTRACTOR, the CONTRACTOR shall provide to the CITY with its requisition for payment, documentation that sufficiently demonstrates that the CONTRACTOR has made proper payments to its certified JSEB's or certified MBE's from all prior payments that CONTRACTOR has received from the CITY. The CONTRACTOR shall not unreasonably withhold payments to certified JSEB's or certified MBE's if such payments have been made to

the CONTRACTOR. If the CONTRACTOR withholds payment to its certified JSEB's or certified MBE's, which payment has been made by the CITY to the CONTRACTOR, the CONTRACTOR shall return said payment to the CITY. The CONTRACTOR shall provide notice to the CITY and to the certified JSEB or certified MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the CITY and to the certified JSEB or certified MBE within five (5) calendar days after CONTRACTOR's receipt of payment from the CITY. The CONTRACTOR shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the certified JSEB or certified MBE within seven (7) business days after the CONTRACTOR receives payment from the CITY shall be a breach of contract, compensable by 1% of the outstanding invoice's being withheld by the CITY, not as a penalty but as liquidated damages for additional and extra contract administration by the CITY. Continued failure to adhere to this section may be cause for termination of the Agreement.

3.07.03. The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between the CITY and any subconsultant, subcontractor, JSEB, MBE, or any third-party or create any CITY liability for the CONTRACTOR's failure to make timely payments hereunder. However, CONTRACTOR's failure to comply with these Prompt Payment requirements shall constitute a material breach of the CONTRACTOR's contractual obligations to the CITY. As a result of said breach, the CITY, without waiving any other available remedy it may have against the CONTRACTOR, may (i) issue joint checks and (ii) charge the CONTRACTOR a 0.2% daily late payment interest charge or the other charges

specified in Chapter 126, *Ordinance Code*, for JSEB's and MBE's, and Chapter 218, Florida Statutes, for non-JSEB's or non-MBE's, whichever is greater.

3.08 RETENTION OF RECORDS

The CONTRACTOR and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred in the work and shall make such materials available for inspection, copying, and/or audit by the CITY at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under this Agreement.

3.09 COMPLIANCE WITH STATE AND OTHER LAWS

In the provision of the Services, the CONTRACTOR must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). Such laws, rules, regulations, and ordinances must also include, but are not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

3.10 SETTLEMENT OF CLAIMS

In any case where the CONTRACTOR deems that extra compensation is due it for services or materials not clearly covered in this Agreement or not ordered in writing by the CITY as an additional service, the CONTRACTOR shall notify the CITY in writing before it begins the

work on which it bases the claim. The CONTRACTOR shall not commence such work without prior written authorization from the CITY. If such authorization is not previously given or the claim is not separately and strictly accounted for, the CONTRACTOR hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim. Any dispute not otherwise settled shall be resolved by Executive Order 98-01.

3.11 ACCURACY OF WORK

3.11.01. The CONTRACTOR shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the CONTRACTOR or subcontractors without additional compensation. Acceptance of the work by the CITY shall not relieve the CONTRACTOR of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

3.11.02. At any time during the construction of the Project provided for by the Contract Documents or during any phase of work performed by others based on data furnished by the CONTRACTOR under this Agreement, the CONTRACTOR shall confer with the CITY for the purpose of interpreting the information furnished and/or correcting any errors and/or omissions made by the CONTRACTOR. The CONTRACTOR shall prepare all drawings or data to correct its errors and/or omissions without added compensation even though final payment may have already been received therefor.

3.11.03. The CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR's breach of contract or its negligent performance of any of the services furnished under this Agreement. The

CONTRACTOR shall not be responsible for any time delays in the Project caused by circumstances beyond the CONTRACTOR's control.

3.12 PUBLIC UTILITIES AND PERMITTING AUTHORITIES

Where privately, publicly, or cooperatively owned utility companies will require re-arrangements in connection with the proposed construction and when certain permits will be required for construction, the CONTRACTOR shall make the necessary contacts and confer with the owners of such utilities regarding the requisite revisions in their facilities, apprising the CITY of the results of all such contacts. The CONTRACTOR shall make no commitments with utilities or permitting authorities which are binding upon the CITY. The CITY shall conduct all negotiations with public utilities and authorities. However, the CONTRACTOR shall participate in such negotiations at the request of the CITY.

3.13 PROHIBITION AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

3.14 TRUTH IN NEGOTIATION CERTIFICATE

The CONTRACTOR understands and agrees that execution of this Agreement by the CONTRACTOR shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the CONTRACTOR hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, the CONTRACTOR agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

3.15 INDEPENDENT CONTRACTOR

In the performance of this Agreement, the CONTRACTOR shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the CITY. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Agreement.

3.16 CONTRACTOR DEFINED

As used herein, the term "CONTRACTOR" shall include, but not be limited to, Brance Diversified, Inc., its officers, employees, agents, subcontractors, and other persons, firms, partnerships, corporations, or other entities working for or on behalf of the CONTRACTOR, and shall include the words "Engineer", "Architect", "Planner", "Landscape Architect", or other term as appropriate.

3.17 CONSTRUCTION

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.

3.18 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of this Agreement and those of the exhibits attached hereto or amendments, the priority shall be: 1) fully executed amendments, 2) the provisions of this Agreement, and 3) exhibits in decreasing order of precedence.

3.19 AMENDMENTS

This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

3.20 ETHICS PROVISION FOR PROFESSIONAL SERVICES

The CONTRACTOR by affixing its signature to this Agreement represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code contained in Chapter 126, *Ordinance Code*.

3.21 COOPERATION WITH COUNSEL FOR THE CITY

The CONTRACTOR acknowledges that the CITY is represented by the Office of General Counsel. During the term of this Agreement, it may be necessary to attend meetings or participate in telephone calls or discussions with counsel for the CITY for issues related to the Project. The CONTRACTOR may also have its counsel at such meetings and it is agreed by the parties that neither side will claim that a conflict exists or that counsel may not represent its client on the basis of any such meeting, duty, or conference.

3.22 SEVERABILITY

Should any provision of this Agreement be deemed to be unenforceable or not legal by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.

3.23 ENTIRE AGREEMENT

This Agreement represents the entire agreement by and between the parties with respect to the Project. No representation, understanding, statement, agreement, course of conduct, or course of action by the parties or by their representatives that is not in this Agreement shall be binding. This Agreement may be amended only by written instrument, signed by the authorized representatives of the parties.

3.24 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of such counterparts together shall constitute one and the same instrument.

3.25 GOVERNING LAW AND VENUE

This Agreement shall be governed and interpreted exclusively under the laws of the State of Florida. Venue for litigation under this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

3.26 NON WAIVER

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the CITY's payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either

party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ATTEST:

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

By Sam E. Mousa
Lenny Curry, Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

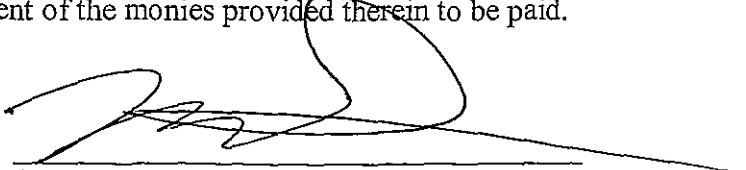
WITNESS:

By Lisa M. Cenac
Signature
LISA M. CENAC
Type/Print Name
PARALEGAL
Title

BRANCE DIVERSIFIED, INC.

By David D. May
Signature
David D. May
Type / Print Name
President. BDI
Title

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and provision has been made for the payment of the monies provided therein to be paid.



Director of Finance

City Contract

9425-04

POB

Encumbrance and funding information for internal City use:

Account Various subsequently issued check requests

Amount \$213,562.00.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued check requests that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check(s) is/are issued.

In accordance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under the Contract. Actual encumbrance(s) shall be made by subsequent check requests as specified in said Contract.

Acting Director of Finance
City Contract # _____

Approved as to form:



Office of General Counsel

Exhibit A
Settlement Agreement

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO: 2009-CA-010404
DIVISION: CV-E

REA ALTWATER and PATRICIA
ALTWATER, husband and wife, et al.,

Plaintiffs,

v.

CITY OF JACKSONVILLE, a municipal
corporation of the State of Florida,

Defendant/Third Party Plaintiff,

v.

CONSOLIDATED ACTION

SEA TECH MARINE INT'L, INC., a
Florida corporation,

Third Party Defendant,

v.

DELL MARINE, LLC., a Florida limited
liability company,

Fourth Party Defendant.

CITY OF JACKSONVILLE, a municipal
corporation of the State of Florida,

Defendant,

v.

PROSSER HALLOCK, INC., a Florida corporation,

Additional Third Party Defendant,

MARIE E. COOK, an individual; THOMAS C.
DAVIS and JANICE L. DAVIS, husband and
Wife; M. DICKSON FOWLER, an individual;
SHEELAH F. HARRIS, an individual;

CASE NO. 16-2011-CA-001764
DIVISION: CV-C

VIVIANE MAU, an individual; TOBY M.
MCWILLIAMS and JACQUELINE
MCWILLIAMS, husband and wife;
DESAUSSURE F. OLIVER, III, an individual;
JOEY T. PHILLIPS, an individual; PAUL E.
THRANHARDT, an individual; and
DONN L. WILSON, an individual;

Plaintiffs,

v.

CITY OF JACKSONVILLE, a municipal
corporation of the State of Florida,

Defendant.

SETTLEMENT AND LIMITED RELEASE AGREEMENT

This Settlement and Limited Release Agreement (the "Agreement") is entered into as of the last date signed below among the above-named Plaintiffs (hereinafter sometimes collectively referred to as "Altwater"); Defendant City of Jacksonville (the "City"); Sea Tech Marine International, Inc. ("Sea Tech"); Dell Marine, LLC ("Dell"); and Marie E. Cook, Thomas C. Davis and Janice L. Davis, M. Dickson Fowler, Sheelah F. Harris, Viviane Mau, Toby M. McWilliams and Jacqueline McWilliams, Desaussure F. Oliver, III, Joey T. Phillips, Paul E. Thranhardt, and Donn L. Wilson (sometimes collectively referred to herein as "the Parties") pursuant to the following terms and conditions:

WHEREAS, the above-styled case concerns a dispute regarding claims that a dredging project by the City caused an inverse condemnation to occur which deprived the various Plaintiffs of access to Fishing Creek, among other claims; and

WHEREAS, an initial complaint was filed in this action, and was amended twice; and

WHEREAS, the City has vigorously defended itself in this action and has filed a third

party complaint against Sea Tech; and

WHEREAS, Sea Tech, in turn, filed a fourth party complaint against Dell; and

WHEREAS, this action has been consolidated for all purposes with the Cook action (collectively sometimes herein called the "Litigation" or the "Action"); and

WHEREAS, this Action has not been set for trial, but has been the subject of mediation among the parties in an effort to reach a global settlement; and

WHEREAS, as an outgrowth of the mediation process, the Parties have reached a substantial agreement as to the material terms of a global settlement; and

WHEREAS, the Parties herein are setting forth the essential material terms of the global settlement; and

WHEREAS, the Parties wish and intend to compromise and resolve their disputes without further mediation, negotiation, adversarial proceedings or litigation, and each without admitting any wrongdoing or liability to the others;

NOW, THEREFORE, in consideration of the premises, mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties agree to the following:

Free and Fair Agreement

- A. The above recitals are true and correct and are incorporated herein.
- B. The Parties obtained or have had the opportunity to obtain legal counsel of their choice.
- C. The Parties acknowledge and agree that this settlement is a compromise of disputed allegations, claims and demands, and that this Agreement shall not be construed as, or deemed to be evidence of, an admission or concession of any fault, liability or damage

whatsoever by any of the Parties.

I. **Prosser Hallock's Obligations:**

A. Prosser Hallock shall prepare a maintenance dredging application for the Project ("Application") in order to accomplish the terms of this Agreement, as more particularly provided for hereinafter. The "Project" shall include (i) "Maintenance Dredging", (ii) "Access Dredging", and (iii) "Extra Work" as hereinafter described, and the Application shall cover Maintenance Dredging, Access Dredging and Extra Work bank to bank as well as authorization to use mechanical dredging and the removal of dredge spoil via truck to an offsite location other than Bartram Island.

B. Upon the event of Prosser Hallock delivering a bank to bank permit modification to the City containing substantially the language in December 18, 2013 form letter attached as Exhibit I adequate to allow the work on the Project to proceed, and upon the Jacksonville City Council and Mayor approving the terms of this Agreement and authorizing execution of this Agreement and expenditure by the City of the funds referred to below, the City shall provide Prosser Hallock with an executed complete release on a form to be provided by Prosser Hallock and agreeable to the City, in substantially the form attached as Exhibit II, and the City shall dismiss Prosser Hallock from this action with prejudice. At that time, Prosser Hallock will have no further responsibilities or obligations to any person or party with regard to improvements of any kind to Fishing Creek or to any property along Fishing Creek or for any damages claimed by any person or party in this Litigation.

II. **City's Obligations:**

A. The City shall provide (i) Brance Diversified, Inc., which shall perform the dredging and associated work as to the Project as herein described, access to a staging area

on Fishing Creek at Ortega Farms Boulevard, (ii) access to the Channel, and (iii) advance funding of up to, but not more than, \$363,502.00 to cover all costs associated with the Project, subject to the provisions and contingencies stated below. This amount will include all costs associated with permits, construction, supervision, and surveying required for the Project, as well as all legal costs and attorney's fees incurred by Plaintiffs or their counsel in this Litigation, up to but not to exceed the amount stated in Section II.E. below.

B. The surveying costs to be paid by the City shall include a 2013 pre-dredge survey of Fishing Creek with layout and the installation by the surveyor of four (4) tide gauges appropriately placed to cover the entire length of Fishing Creek, as well as a post-dredge survey upon completion of the Project.

C. The City in its discretion may designate a licensed professional engineer employed by the City to assist with the Application prepared by Prosser Hallock. Prosser Hallock shall be responsible for obtaining all permits necessary to perform the Project work herein described.

D. The City will pay Brance Diversified the total amount of \$213,562.00 for the Project consisting of \$174,562.00 for dredging of the channel and \$39,000.00 for all Access Dredging as that term is described in paragraph III.C. herein, and as further described in the attached December 17, 2013 letter from Mr. David P. May, President of Brance Diversified, Inc., to Mr. Bill Joyce, a copy of which is attached as Exhibit III. Said amount shall be paid directly to Brance Diversified pursuant to the following schedule of payments:

After Mobilization	Lump Sum	\$ 53,390.50
30 Boathouses/boat lifts	\$1,300 per unit	\$ 39,000.00
60 Side Cuts	\$1,328.25 per unit	\$ 79,695.00

Channel dredging	Lump Sum	\$ 41,476.50
	Total	\$213,562.00

The City agrees that no retainage will be held for this project; that payment applications can be submitted by Dell Marine/Brance Diversified every 15 days; and that the City will make payments within 15 days of receipt of the payment application. Said amount shall be paid directly to Brance Diversified, but successful completion of the Project shall release Dell Marine for any further liability arising out of the Litigation. It also shall release Brance Diversified for any liability arising out of its work on the Project, except as hereinafter described below.

E. The City shall pay the actual attorneys' fees and costs incurred by Plaintiffs in connection with this Action in an amount not to exceed \$150,000 within thirty (30) days of enactment of the ordinance authorizing execution of this Agreement, and actual execution of it by all parties to this Litigation, whichever comes later. Provided, however, the City's agreement and obligation to make such payments stated in this paragraph shall not cause the City to exceed the maximum amount of \$363,502.00 stated above for the City to advance towards the conclusion of the settlement herein stated.

III. **Dell's Obligations:**

A. **Scope of Work:** Dell Marine, separately or with or through Brance Diversified, as Dell may choose, will perform the construction and dredging work required to complete the Project as part of Permit No. 16-138309-002-EI, as modified. This work is more particularly described as follows in paragraphs B through D:

B. **Maintenance Dredging:** Maintenance dredging of the original channel dredged as part of Permit No. 16-138309-002-EI to substantially the same specifications as required under the original permit, except that such dredging may be completed by a mechanical

dredge and the dredge spoil may be taken to an offsite location other than Bartram Island.

C. **Access Dredging:** Access dredging shall consist of dredging as more specifically described in the aerial map showing side cuts on file with either the Director of Public Works, or with Mr. Bill Joyce or his duly appointed successor, if any, of the Department of Public Works, on a total of sixty (60) properties along Fishing Creek. Owners of properties depicted in the Property Notebook shall be referred to as "Property Owners". Depending on the property, specifications for the Access Dredging shall be one of the following:

(1) **Properties with Existing Docks (No boat houses or boat lifts):**

For properties with existing docks, but no boat houses or boat lifts, dredging from the center of the main channel to the front of each existing dock by dredging a twenty foot (20') wide access channel to a depth of two feet (2') below mean low water ("MLW"). The placement of the twenty foot (20') wide access channel in relation to the existing dock must be determined by the respective property owners prior to commencement of dredging. Each property owner agrees to move all vessels from the area being dredged prior to this Access Dredging. Dell Marine/Brance Diversified will not dredge within six feet (6') of any structure or vessel without each property owner providing the City, Dell Marine/Brance Diversified, and Prosser Hallock, prior to dredging, an unconditional release from all liability for any property damage and/or personal injury arising from this work in a form acceptable to the City, Dell Marine/Brance Diversified and Prosser Hallock. [The form of such release is attached to this Agreement as Exhibit IV].

(2) **Properties Without Existing Docks/Boathouses/Boat Lifts:** For properties without existing docks/boathouses/boat lifts, dredging a twenty foot (20') wide access channel to a depth of two feet (2') below MLW a distance of no more than thirty feet (30') from the edge of the main channel, or if the distance from the edge of the main channel is less than

thirty feet (30'), a twenty foot (20') wide access channel from the edge of the main channel to within six feet (6') of the existing shoreline at the low water mark.

(3) **Properties with Existing Boathouses or Boatlifts:** For properties with existing boathouses or boat lifts, and for the sole purpose of having enough water to maneuver a boat out of the interior footprint of the boathouse or boat lift, dredging from the center of the main channel a twenty foot (20') wide access channel to a depth of two feet (2') below mean low water (MLW) straight into the boathouse or boat lift. Dredging underneath the existing interior footprint of the boathouse and/or boat lift to a depth of two feet (2') below MLW, but only to the extent that it is possible for a barge mounted excavator to do so, it being understood that only a barge mounted excavator will be available to perform this work. Provided however, that before commencing such work, each property owner with a boathouse or boat lift must provide the City, Dell Marine/Brance Diversified, and Prosser Hallock, with an unconditional release from all liability for any property damage and/or personal injury arising from this work in a form acceptable to the City, Dell Marine/Brance Diversified, and Prosser Hallock. [The form of such release is attached as Exhibit IV]. Neither the City, Dell Marine/Brance Diversified, nor Prosser Hallock will be responsible for raising the lifting apparatus of a boathouse or boatlift as high as it will go, or completely removing the lifting apparatus prior to dredging, nor be responsible for the movement of or damage to electrical and/or water lines submerged by the property owners on any type of boathouse or boat lift.

(4) **Properties with Multiple Boatlifts/Boathouses and/or Docks:** For properties having multiple boatlifts/boathouses and/or multiple docks, Access Dredging will be provided to only one boatlift/boathouse or dock as specified by the Property Owner.

D. **Lagoon Dredging:** Dredging of a twenty (20') foot wide access channel

to and excavating the existing lagoon on the property of Charles Godwin as depicted in the Property Notebook, to a depth of two (2') feet below MLW to within six (6') feet of the existing shoreline at the low water mark.

E. Due to the nature of dredging and the effect of tides, current, wind, weather, and boat traffic, the parties to this Settlement Agreement acknowledge and understand that Dell Marine/Brance Diversified cannot guarantee maintenance of dredging depths after the post-dredge survey of the channel or any more than forty-eight (48) hours after completion of any Access Dredging as described in paragraph III.C. above.

In addition to the above described Project work, Extra Work may be undertaken as follows:

F. **Extra Work:** Any reasonable additional dredging requested by a Property Owner or other owners of property appurtenant to Fishing Creek, whether or not a party to the Litigation ("Other Property Owners"), may be conducted, provided that:

(1) Brance Diversified has the right to refuse to perform the Extra Work if, in the sole opinion of Dell Marine/Brance Diversified, the Extra Work cannot be accomplished and is unreasonable.

(2) Each Property Owner or the Other Property Owners requesting the Extra Work enter(s) into a separate written contract with Brance Diversified, in the form attached as Exhibit VI, in which the Extra Work is specifically set forth and includes a price for the Extra Work that has been negotiated between the respective Property Owner(s) or Other Property Owner(s) and Brance Diversified; and

(3) The Extra Work can be done at the same time as the Access Dredging work being done for the Property Owners; and

(4) Each Property Owner and Other Property Owner(s) agree(s) to provide Brance Diversified with an unconditional release of all claims for property damage and/or personal injury arising out of the performance of the Extra Work in a form acceptable to Brance Diversified. [The form of such release is attached as Exhibit IV].

(5) Should Brance Diversified actually or arguably not complete the Extra Work as agreed with a respective Property Owner or Other Property Owner, each such owner and Brance Diversified covenant and agree not to sue either the City or Prosser Hallock, or their respective officials, officers, owners, employees, directors, agents or their representatives regarding any aspect of the Extra Work whatsoever. The unconditional release form referenced in the preceding paragraph must contain such covenant and agreement language.

(6) The Extra Work is not subject to the complaint procedure set forth in paragraphs IV.A. and IV.B. below. Rather, such Extra Work is completely governed by the contract between Brance Diversified and the Property Owner or Other Property Owner, and any issue with the Extra Work not being completed as agreed to will not hold up the Certification of Completion of the Maintenance Dredging, Access Dredging, or the Property Owners' obligation to pay a pro rata share of the \$363,502.00 referenced in paragraph VII. below.

IV. Property Owners' Obligations:

A. Each Property Owner must be on-site during the Access Dredging relative to their property, and upon completion of the dredging, the Property Owner must inspect and confirm successful completion of the Access Dredging the day the work is completed by execution of a Certification of Completion. [The form of certification of completion is attached as Exhibit V]. If the Property Owner does not execute a Certification of Completion on the day the work is completed, the Property Owner must submit to the designated engineer within forty-

eight (48) hours a written complaint setting forth why the work is not complete along with a \$750.00 filing fee. If no complaint is received within that forty-eight (48) hour time period, the parties agree that the work is certified as complete, and Dell Marine/Brance Diversified is released from any and all liability for the Access Dredging work performed on behalf of such Property Owner.

B. After receipt of a complaint, the designated engineer referenced in paragraph VI. below shall (a) schedule a date for inspection and to consider the claim, which date shall be no longer than two (2) business days following receipt of the complaint, and (b) notify both complainant and Dell Marine/Brance Diversified of the date for the inspection and the hearing for any arguments from complainant and Dell Marine/Brance Diversified. After inspection of the site and hearing, the engineer shall no later than one (1) business day following the inspection and hearing, issue a determination on the matter, and either (i) order that no further work is to be performed or (ii) require Dell Marine/Brance Diversified to perform specified work in order to address the claim. The parties agree that the engineer's determination shall be final and binding. In the event that the engineer determines that additional work must be performed by Dell Marine, Dell Marine shall be obligated to reimburse the Property owner his or her \$750.00 filing fee in addition to completion of the work specified by the engineer.

V. Spoils Disposal:

Dell Marine/Brance Diversified may dispose of whatever is excavated in doing the Project either by vehicle (truck) or barge, in its discretion. If it elects to dispose by barge, the City agrees Dell Marine/Brance Diversified may utilize Buck Island for this purpose, and no tipping fees will be charged by the City. If it elects to dispose by vehicle, City agrees to provide Dell Marine/Brance Diversified with a convenient staging area for re-handling the dredge spoil

and a permit modification to take the dredge spoil to an offsite location other than Bartram Island.

VI. Engineer Approval:

A licensed engineer agreeable to all parties, from the firm of Taylor Engineering, Inc., shall inspect and confirm successful completion of the Maintenance Dredging requirements of this Agreement utilizing the post-dredge survey.

VII. Certification of Completion:

Upon certification of completion of the work by the Property Owners for Access Dredging, and certification of completion by the engineer of the Maintenance Dredging, property owners of parcels covered by the initial dredging project shall pay their pro rata share of the \$363,502.00 herein agreed to be advanced by the City in the manner set forth as required by the original Project documents and City Ordinance (# 2002-1303-E). Such property owners shall have five (5) years within which to do so. In the event the Owner(s) fail(s) to make such payment, their property shall be subject to being liened for the amount due pursuant to the original Project documents and City Ordinance #2002-1303-E.

VIII. Mutual Releases:

All parties shall execute releases hereafter to be agreed upon which will effect the release and dismissal of all claims brought or which could have been brought in this Litigation. In further consideration of the foregoing, but only to the extent not already provided in the attached forms of releases, referenced above, Plaintiffs hereby release, acquit and forever discharge the City, and its respective officials, officers, directors, agents, employees, representatives, related or affiliated companies, subsidiaries, beneficiaries, heirs, predecessors, successors, insurers, third party administrators, assigns and executors from and against any and all past and present losses,

liabilities, responsibilities, demands, obligations, actions, causes of action, rights, judgments, damages, compensation of any kind, liens, expenses (including attorneys' fees and costs, except to the extent specifically provided in this Agreement), as well as any and all claims whatsoever, in law or in equity, whether known or unknown which Plaintiffs ever had, now have, or may have arising out of or relating directly or indirectly as to all matters raised or which could have been raised in the Litigation, effective upon completion of the Project as to each Owner's respective property for the work herein described.

Likewise, the City, effective upon the effective dates of the above described Releases by Plaintiffs, hereby releases, acquits and forever discharges Plaintiffs, their agents, representatives, heirs, successors and assigns, from all actions, claims, debts, liens and demands whatsoever, whether presently known or unknown, in law or equity, arising out of or in any way relating to the above-styled Litigation, excepting only as to the payments required to be made and the remedy stated pursuant to Section VII. above.

IX. Costs and Attorneys' Fees:

The Parties shall bear their own respective costs and attorneys' fees except as expressly provided herein to the contrary in Section II.E. above, as to any and all disputes and claims released herein.

X. No Third Party Beneficiaries:

This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement shall not be construed to be for the benefit of, or confer any rights to, any third person or party.

XI. Acknowledgment of Jurisdiction and Agreement to Venue:

It is agreed that the Court in the captioned Litigation shall retain jurisdiction over the

Parties in this Action solely for the purpose of enforcing this Agreement, if necessary. The Parties to this Agreement agree that disputes or claims arising out of this Agreement will be addressed by, and any action or motion shall be filed in, the aforementioned court.

XII. Dismissal of the Litigation:

Upon completion of the Maintenance Dredging and Access Dredging as defined and described above; completion and delivery of the post-dredge survey; completion and delivery of the certificates of completion from the respective property owners as to whose properties Access Dredging is performed; execution and delivery of all releases required hereunder; and payments herein required being completed by the City and by the Property Owners, the parties shall jointly petition the Court to dismiss this action with prejudice.

XIII. Entire Agreement:

This Agreement embodies the entire understanding and agreement of the Parties with respect to the subject matter hereof, and merges with and supersedes all prior representations, agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof. Any amendment to this Agreement shall be in writing and signed by the Parties.

XIV. Severability:

If any section, subsection, sentence, clause, phrase or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, it is the Parties' desire that such portion shall be deemed a separate, distinct and independent portion, and that such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect, to the extent appropriate and allowed by law.

XV. No Admission of Liability:

As noted above, and in this paragraph, no part of this Agreement constitutes an admission of fault, wrongdoing or liability by any of the Parties, as they specifically disclaim any fault, wrongdoing or liability relating in any way to the above-styled Litigation. The Parties have entered into this Agreement solely to compromise and settle their disputes in that Litigation without further cost, expense or inconvenience, except as expressly herein provided.

XVI. Governing Law:

This Agreement shall be deemed to be executed in the State of Florida and shall be construed and governed in all respects, including validity, interpretation and effect, in accordance with the laws of this State.

XVII. Drafting of Agreement and Authority to Sign:

This Agreement was drafted with each party, through their counsel, having an equal right to review, comment upon and request drafting of specific provisions. In the event of any dispute or suit related to the interpretation of this Agreement or its terms, no provision will be construed against any party as the drafter of this Agreement. Each party represents that the individual(s) signing below has/have the authority to sign on his, her or its behalf.

XVIII. Counterparts:

This Agreement may be executed in counterparts which, when taken together, shall constitute an original, fully executed Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Rea E. Altwater Jr
REA E. ALTWATER, JR

5-23-2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of May, 2014, by
REA E. ALTWATER, JR. who is Personally known Produced Identification. Type of
Identification Produced EIA. A433-725-34-26-0

Terry L Parrish
Signature of Notary Public
State of Florida
Terry L Parrish
Name of Notary Typed, Printed or Stamped

NOTARY SEAL



Patricia R. Altwater
PATRICIA R. ALTWATER

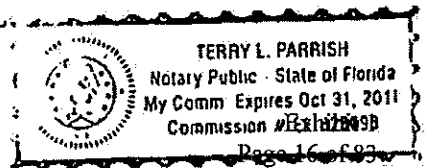
5/23/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of May, 2014, by
PATRICIA R. ALTWATER, who is Personally known Produced Identification. Type of
Identification Produced FL A 433-696-51-513-0.

Terry L Parrish
Signature of Notary Public
State of Florida
Terry L Parrish
Name of Notary Typed, Printed or Stamped

NOTARY SEAL



Barbara S. Anderson
BARBARA S. ANDERSON

5/27/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

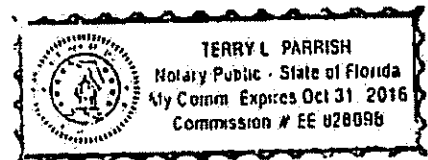
The foregoing instrument was acknowledged before me this 27th day of May, 2014, by BARBARA S ANDERSON, who is Personally Known - Produced Identification. Type of Identification Produced

A536-077-56-713-0
FL DL

Terry Parrish
Signature of Notary Public
State of Florida
Terry Parrish
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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Terry Anderson
TERRY ANDERSON

5/27/2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

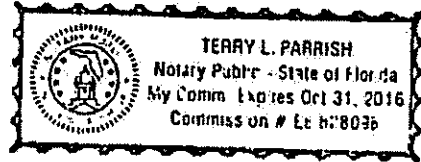
The foregoing instrument was acknowledged before me this 27 day of May, 2014, by TERRY ANDERSON, who is Personally Known Produced Identification. Type of Identification Produced

A536 816514490
FL DL

Terry L Parrish
Signature of Notary Public
State of Florida
Terry L Parrish
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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William R. Oull
WILLIAM ANDERSON

4/30/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by
WILLIAM ANDERSON, who is Personally Known Produced Identification Type of Identification
Produced DL



[Signature]
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Donald Baldwin
DONALD BALDWIN

4/29/2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24 day of APRIL, 2014, by DONALD BALDWIN, who is Personally Known Produced Identification. Type of Identification Produced DL.

[Signature]
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL



Celia Baldwin
CELIA BALDWIN

4/29/2014
Date

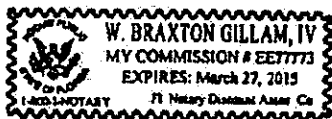
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of ___, 2014, by CELIA BALDWIN, who is Personally Known Produced Identification. Type of Identification Produced DL.

[Signature]
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL



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[Signature]
JOHN BIBB

Date 5/13/2014

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13th day of MAY, 2014, by JOHN BIBB, who is Personally Known Produced Identification. Type of Identification Produced DL FL

[Signature]
Signature of Notary Public



LINDA ANNE LYNN
MY COMMISSION # EE 168048
EXPIRES: March 8, 2018
Bonded Thru Budget Notary Service

State of Florida
LINDA A. LYNN
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

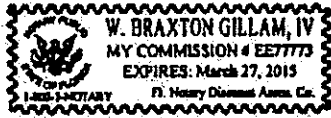
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Rex Bowen
REX BOWEN

4-30-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by REX BOWEN, who is Personally Known Produced Identification. Type of Identification Produced DL



W. Braxton Gillam, IV
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

4-30-14
Date

Royce Bowen
ROYCE BOWEN

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by ROYCE BOWEN, who is Personally Known Produced Identification. Type of Identification Produced DL



W. Braxton Gillam, IV
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Marie Braswell Roberts
THE ESTATE OF MARIE BRASWELL

5-20-2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of May, 2014, by THE ESTATE OF MARIE BRASWELL, who is Personally Known Produced Identification. Type of Identification Produced FL Drivers License.



Nikki Ruby
Signature of Notary Public
State of Florida
Nikki Ruby
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

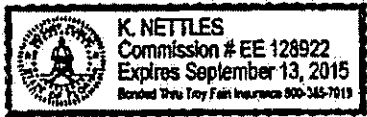
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Joseph Brunni
JOSEPH BRUNI

5/3/2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of May, 2014, by JOSEPH BRUNI, who is Personally Known Produced Identification. Type of Identification Produced FL DL LIC.



[Signature]
Signature of Notary Public
State of Florida
K. Nettles
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

Paula Brunni
PAULA BRUNI

5/3/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of May, 2014, by PAULA BRUNI, who is Personally Known Produced Identification. Type of Identification Produced FL DL LIC.



[Signature]
Signature of Notary Public
State of Florida
K. Nettles
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

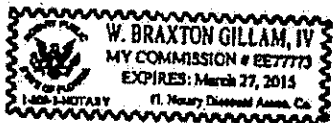
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Matt Burnette
MATT BURNETTE

4/30/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by MATT BURNETTE, who is Personally Known Produced Identification. Type of Identification Produced DL



W. Braxton Gillam, IV
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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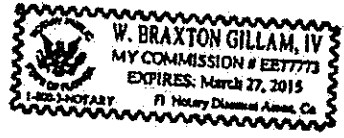
WALTER CHENEY
Walter Cheney
STATE OF FLORIDA
COUNTY OF DUVAL

4-30-14
Date

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by
WALTER CHENEY, who is Personally Known Produced Identification. Type of Identification
Produced the concealed weapons permit

[Handwritten signature]
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped



NOTARY SEAL

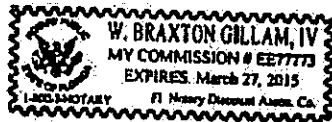
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Patricia A Cochran
PATRICIA ANNE COCHRAN

4/30/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by
PATRICIA ANNE COCHRAN, who is Personally Known Produced Identification. Type of
Identification Produced DL



WBG
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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BARBARA CONNER

Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by
BARBARA CONNER, who is Personally Known Produced Identification. Type of Identification
Produced _____.

Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

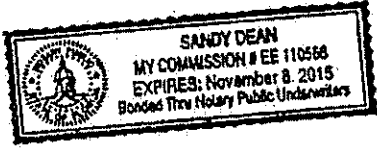
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[Signature]
DOUGLAS COOK

5-13-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13 day of May, 2014, by DOUGLAS COOK, who is Personally Known Produced Identification. Type of Identification Produced _____



[Signature]
Signature of Notary Public
State of Florida Sandy Dean
Name of Notary Typed, Printed or Stamped

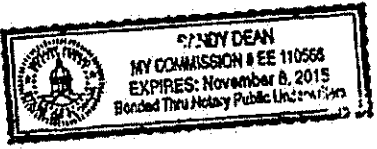
NOTARY SEAL

[Signature]
TAMMY COOK

5-13-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13 day of May, 2014, by TAMMY COOK, who is Personally Known Produced Identification. Type of Identification Produced _____



[Signature]
Signature of Notary Public
State of Florida Sandy Dean
Name of Notary Typed, Printed or Stamped

NOTARY SEAL


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Marie E. Cook
MARIE E. COOK

11/21/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL


The foregoing instrument was acknowledged before me this 21st day of November, 2014, by MARIE E, COOK, who is Personally Known Produced Identification. Type of Identification Produced Driver's License


Signature of Notary Public
State of Florida
LINDA A. LYNN
Name of Notary Typed, Printed or Stamped



NOTARY SEAL

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DAVID COX

17-6-14
Date


STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by DAVID COX, who is Personally Known Produced Identification. Type of Identification Produced _____

Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL



QUIANG LI

13-June 2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by QUIANG LI, who is Personally Known Produced Identification. Type of Identification Produced _____

Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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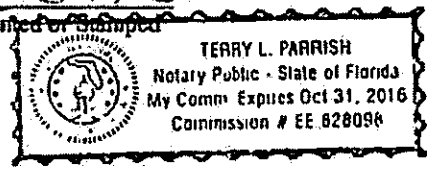
Michael Coyle
MICHAEL COYLE
C. 400 544-54707-a
STATE OF FLORIDA
COUNTY OF DUVAL

5-27-14
Date

The foregoing instrument was acknowledged before me this 27th day of May, 2014, by MICHAEL COYLE, who is Personally Known Produced Identification. Type of Identification Produced _____

Terry L Parrish
Signature of Notary Public
State of Florida
Terry L Parrish
Name of Notary Typed, Printed or Stamped

NOTARY SEAL



JAN COYLE
JAN COYLE
C 400-423-53-501-0
STATE OF FLORIDA
COUNTY OF DUVAL

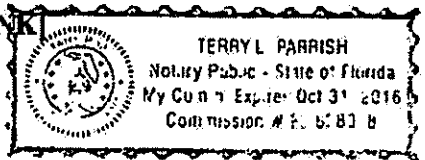
5-27-14
Date

The foregoing instrument was acknowledged before me this 27th day of May, 2014, by JAN COYLE, who is Personally Known Produced Identification. Type of Identification Produced _____

Terry L Parrish
Signature of Notary Public
State of Florida
Terry L Parrish
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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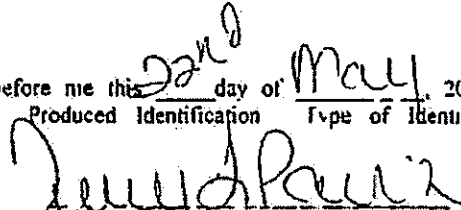

GEORGE CRANSTON

5/22/2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of May, 2014 by
GEORGE CRANSTON, who is Personally Known Produced Identification Type of Identification

DL# C652-304-42-362-0


Signature of Notary Public
State of Florida
Terry L Parrish
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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Thomas P Davis
THOMAS DAVIS

4/30/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by THOMAS DAVIS, who is Personally Known Produced DL Identification. Type of Identification

[Signature]
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL



Janice Davis
JANICE DAVIS

4/30/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by JANICE DAVIS, who is Personally Known Produced DL Identification. Type of Identification

[Signature]
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL



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Thomas Dorman
THOMAS DORMAN

4-30 2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of Apr., 2014, by THOMAS DORMAN, who is Personally Known Produced Identification. Type of Identification Produced DL



W. Braxton Gillam, IV
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Ronald Eberle
RONALD EBERLE

5-20-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of May, 2014, by
RONALD EBERLE, who is Personally Known Produced Identification. Type of Identification
Produced F164-725-23-167-D



LINDA ANNE LYNN
MY COMMISSION # EE 168040
EXPIRES: March 8, 2018
Bonded thru Budget Notary Services

Linda A. Lynn
Signature of Notary Public

State of Florida

LINDA A. LYNN
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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M. Dickson Fowler
M. DICKSON FOWLER

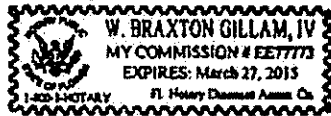
4-30-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by M. DICKSON FOWLER who is Personally Known Produced OL Produced Identification. Type of Identification

W. Braxton Gillam, IV
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped



NOTARY SEAL

Sheelah F. Harris
SHEELAH F. HARRIS

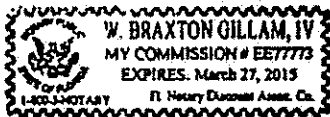
4-30-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by SHEELAH F. HARRIS who is Personally Known Produced OL Produced Identification. Type of Identification

W. Braxton Gillam, IV
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped



NOTARY SEAL

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Charles Godwin
CHARLES GODWIN

4/30/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2 day of May, 2014, by CHARLES GODWIN who is Personally Known Produced Identification. Type of Identification Produced FLDL



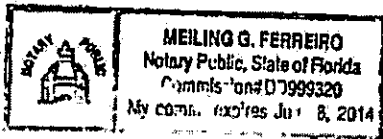
Meiling G. Ferreiro
Signature of Notary Public
State of Florida
Meiling G. Ferreiro
Name of Notary Typed, Printed or Stamped
NOTARY SEAL

Susan Godwin
SUSAN GODWIN

5/1/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2 day of May, 2014, by SUSAN GODWIN who is Personally Known Produced Identification. Type of Identification Produced FLDL



Meiling G. Ferreiro
Signature of Notary Public
State of Florida
Meiling G. Ferreiro
Name of Notary Typed, Printed or Stamped
NOTARY SEAL

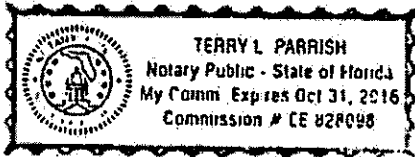
[REMAINDER OF PAGE INTENTIONALLY BLANK]

James D. Griffin Jr.
JAMES D. GRIFFIN

5-5-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of May, 2014, by JAMES D. GRIFFIN who is Personally Known Produced Identification. Type of Identification Produced _____



Terry L Parrish
Signature of Notary Public
State of Florida
Terry L Parrish
Name of Notary Typed, Printed or Stamped
NOTARY SEAL

ARGENTINA F. GRIFFIN

Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by ARGENTINA F. GRIFFIN who is Personally Known Produced Identification. Type of Identification Produced _____

Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped
NOTARY SEAL

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[Signature]
JAMES D. GRIFFIN JR.

5-6-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of May, 2014, by JAMES D. GRIFFIN JR. who is Personally Known Produced Identification. Type of Identification Produced



[Signature]
Signature of Notary Public
State of Florida
Terry L Parrish
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

[Signature]
PATTY B. GRIFFIN

5-5-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of May, 2014, by PATTY B. GRIFFIN who is Personally Known Produced Identification. Type of Identification Produced



[Signature]
Signature of Notary Public
State of Florida
Terry L Parrish
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

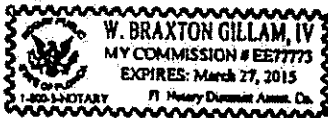
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Sally Griner
SALLY GRINER

Date April 30, 2014

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by SALLY GRINER who is Personally Known Produced Identification. Type of Identification Produced DL



[Signature]
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

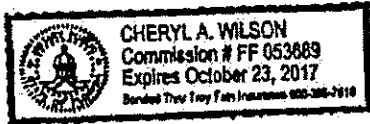
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Earl Joseph Hall
EARL JOSEPH HALL

5/20/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of May, 2014, by EARL JOSEPH HALL who is Personally Known Produced Identification. Type of Identification Produced Florida Driver License



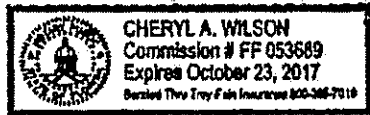
Cheryl A. Wilson
Signature of Notary Public
State of Florida
Cheryl A. Wilson
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

Vicky D. Hall
VICKY D. HALL
VICKI
STATE OF FLORIDA
COUNTY OF DUVAL

20 May 2014
Date

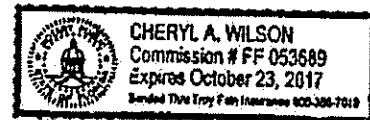
The foregoing instrument was acknowledged before me this 20th day of May, 2014, by VICKY D. HALL who is Personally Known Produced Identification. Type of Identification Produced Florida Driver License



Cheryl A. Wilson
Signature of Notary Public
State of Florida
Cheryl A. Wilson
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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Steve Hatala
STEVE HATALA
Personal Representative for The Estate
of Thomas M. Hatala

6-23-14
Date

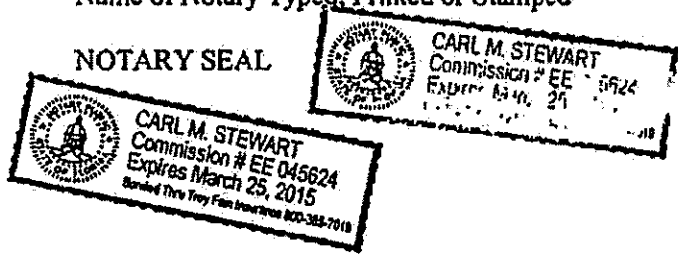
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23 day of June, 2014, by Steve Hatala, Personal Representative for the Estate of Thomas M. Hatala, who is Personally known Produced Identification. Type of Identification Produced _____

Carl M. Stewart
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL



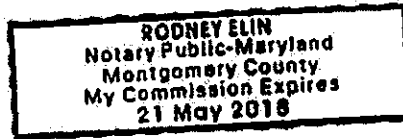
CARL M. STEWART
Commission # EE 045624
Expires March 25, 2015
Borrow This Tray For Free from 800-368-7010

Ann Taylor

ANN TAYLOR
Personal Representative for The Estate
of James Helenek

6/23/2014
Date

STATE OF Maryland
COUNTY OF Montgomery



The foregoing instrument was acknowledged before me this 23rd day of June 2014,
2014, by Ann Taylor, Personal Representative for the Estate of James Helenek who is Personally
known Produced Identification. Type of Identification Produced MD DL.

[Signature]
Signature of Notary Public
State of Maryland

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

Ronald Hilliard
RONALD HILLIARD

5/21/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

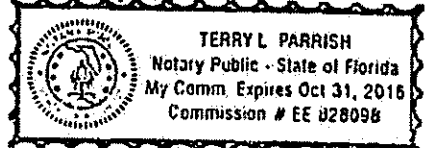
The foregoing instrument was acknowledged before me this 21st day of May, 2014, by RONALD HILLIARD who is Personally Known Produced Identification Type of Identification

FLDL# H 463-232-51-455-0

Terry Parrish
Signature of Notary Public
State of Florida
Terry Parrish
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

5/21/14
Date



Cathy Hilliard
CATHY HILLIARD

STATE OF FLORIDA
COUNTY OF DUVAL

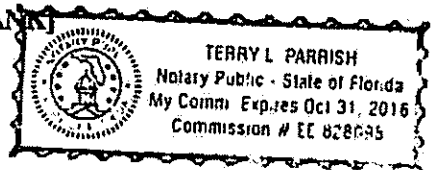
The foregoing instrument was acknowledged before me this 21st day of May, 2014, by CATHY HILLIARD who is Personally Known Produced Identification Type of Identification Produced

FLDL# H 463-124-55-548-0

Terry Parrish
Signature of Notary Public
State of Florida
Terry Parrish
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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Billie Horton-Clements
BILLIE HORTON-CLEMENTS

April 30, 2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by BILLIE HORTON-CLEMENTS who is Personally Known Produced Identification. Type of Identification Produced DL



[Signature]
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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W. Hull
WARNER HULL

5/20/2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20 day of may, 2014, by
WARNER HULL who is Personally Known Produced Identification. Type of Identification
Produced FL Driver's License



Sharon Kilby
Signature of Notary Public
State of Florida TN
Sharon Kilby
Name of Notary Typed, Printed or Stamped

NOTARY SEAL
my commission expires 4-20-15

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Alan Jones
ALAN JONES

5/3/2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3 day of May, 2014, by ALAN JONES who is Personally Known Produced Identification. Type of Identification Produced F.I.D.L.



Meiling G. Ferreiro
Signature of Notary Public
State of Florida
Meiling G. Ferreiro
Name of Notary Typed, Printed or Stamped

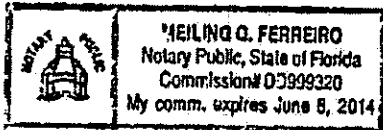
NOTARY SEAL

Judy C. Jones
JUDY JONES

5/3/2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3 day of May, 2014, by JUDY JONES who is Personally Known Produced Identification. Type of Identification Produced F.I.D.L.



Meiling G. Ferreiro
Signature of Notary Public
State of Florida
Meiling G. Ferreiro
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

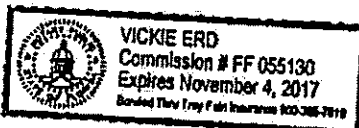
[REMAINDER OF PAGE INTENTIONALLY BLANK]

[Signature]
DAVID KNOX

May 19, 2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19 day of May, 2014, by DAVID KNOX who is Personally Known Produced Identification. Type of Identification Produced Florida Driver License



[Signature]
Signature of Notary Public
State of Florida
VICKIE ERD
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

[Signature]
MELANIE KNOX

May 19, 2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19 day of May, 2014, by MELANIE KNOX who is Personally Known Produced Identification. Type of Identification Produced Florida Driver License



[Signature]
Signature of Notary Public
State of Florida
VICKIE ERD
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Russell Lynn
RUSSELL LYNN

5/17/2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17 day of MAY, 2014, by RUSSELL LYNN who is Personally Known Produced Identification. Type of Identification Produced FL DL exp. 2017.

Valeri Jean Fowler
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed

NOTARY SEAL



Linda Lynn
LINDA LYNN

5/17/2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17 day of MAY, 2014, by LINDA LYNN who is Personally Known Produced Identification. Type of Identification Produced FL DL exp. 2014.

Valeri Jean Fowler
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed

NOTARY SEAL



[REMAINDER OF PAGE INTENTIONALLY BLANK]

[Signature]
GEORGE MADDEN

5/17/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of May, 2014, by
GEORGE MADDEN who is Personally Known Produced Identification. Type of Identification
Produced _____

[Signature]

Signature of Notary Public
State of Florida
LINDA K. LYNN
Name of Notary Typed, Printed or Stamped



LINDA ANNE LYNN
MY COMMISSION # EE 168048
EXPIRES: March 8, 2018
Bonded Third District Notary Services

NOTARY SEAL

[Signature]
PHYLISS MADDEN

5/19/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of May, 2014, by
PHYLISS MADDEN who is Personally Known Produced Identification. Type of Identification
Produced _____

[Signature]

Signature of Notary Public
State of Florida
LINDA K. LYNN
Name of Notary Typed, Printed or Stamped



LINDA ANNE LYNN
MY COMMISSION # EE 168048
EXPIRES: March 8, 2018
Bonded Third District Notary Services

NOTARY SEAL

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Viviane Mau
VIVIANE MAU

5-22-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of May, 2014, by
VIVIANE MAU who is Personally Known Produced Identification. Type of Identification Produced
MPOU-863-47-610-0

Linda Lynn

Signature of Notary Public
State of Florida
LINDA A. LYNN
Name of Notary Typed, Printed or Stamped



LINDA ANNE LYNN
MY COMMISSION # EE 168049
EXPIRES: March 8, 2016
Serving The Duval Notary Services

NOTARY SEAL

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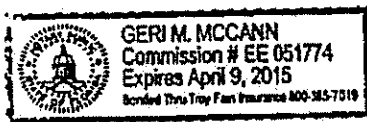
Toby M. McWilliams
TOBY M. MCWILLIAMS

May 17, 2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17 day of May, 2014, by TOBY M. MCWILLIAMS who is Personally Known Produced Identification. Type of Identification Produced DRIVERS LICENSE.

Geri M. McCann
Signature of Notary Public
State of Florida
Geri M. McCann
Name of Notary Typed, Printed or Stamped



NOTARY SEAL

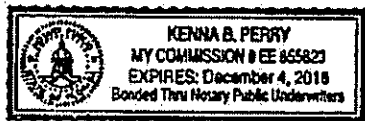
Jacqueline McWilliams
JACQUELINE MCWILLIAMS

5/1/2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of May, 2014, by JACQUELINE MCWILLIAMS who is Personally Known Produced Identification. Type of Identification Produced _____.

Kenna B. Perry
Signature of Notary Public
State of Florida
Kenna B. Perry
Name of Notary Typed, Printed or Stamped



NOTARY SEAL

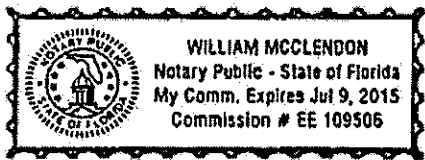
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Nell Mills
NELL MILLS

5/14/2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of May, 2014, by NELL MILLS who is Personally Known Produced Identification. Type of Identification Produced FL DL



William McCleendon
Signature of Notary Public
State of Florida
William McCleendon
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Thomas Muff
THOMAS MUFF

4-30-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of May, 2014, by THOMAS MUFF who is Personally Known Produced Identification Type of Identification Produced Florida Drivers license.

Wanda Joy Bertrand
Signature of Notary Public
State of Florida

Name of Notary Typed, Print: **WANDA JOY BERTRAND**
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF047837
Expires 8/22/2017



NOTARY SEAL

Patsy Hall
PATSY HALL

5-14-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of May, 2014, by PATSY HALL who is Personally Known Produced Identification Type of Identification Produced Florida Drivers license.

Wanda Joy Bertrand
Signature of Notary Public
State of Florida

Name of Notary Typed, Print: **WANDA JOY BERTRAND**
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF047837
Expires 8/22/2017



NOTARY SEAL

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Elizabeth Neal
ELIZABETH NEALIN

6/25/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by
ELIZABETH NEALIN who is a Personally Known Produced Identification. Type of Identification
Produced _____

Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ELIZABETH NEALIN

Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by
ELIZABETH NEALIN who is Personally Known Produced Identification. Type of Identification
Produced _____

Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Beverly Oakes
BEVERLY OAKES

4-30-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by
BEVERLY OAKES who is Personally Known Produced Identification. Type of Identification
Produced DL



[Signature]
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[Signature]
DESAUSSURE F. OLIVER III

30 APR 14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by
DESAUSSURE F. OLIVER III who is Personally Known Produced Identification. Type of
Identification Produced DL



[Signature]
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

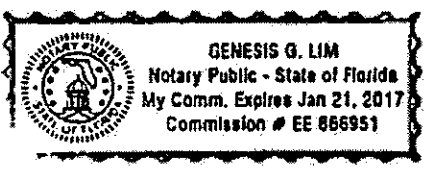
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Nathan Pellum
NATHAN PELLUM

5/19/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

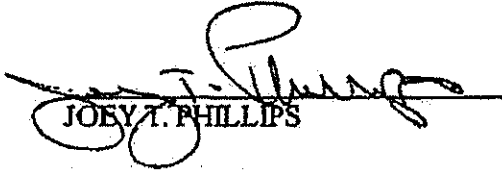
The foregoing instrument was acknowledged before me this 19th day of MAY, 2014, by NATHAN PELLUM who is Personally Known to Produced Identification. Type of Identification Produced DL # P450-632-59-100-0.



Genesis G. Lim
Signature of Notary Public
State of Florida
GENESIS G. LIM
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

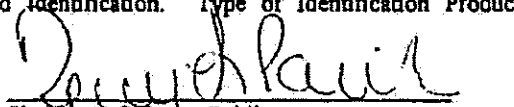
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JOEY T. PHILLIPS

STATE OF FLORIDA
COUNTY OF DUVAL

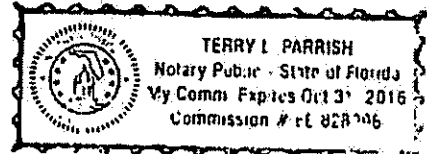
May 21, 2014
Date

The foregoing instrument was acknowledged before me this 21st day of May, 2014, by JOEY T. PHILLIPS who is Personally Known Produced Identification. Type of Identification Produced P412-438-67-135-0


Signature of Notary Public
State of Florida
Terry L Parrish
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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Elliott C. Pope
ELLIOTT C. POPE

4-30-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by ELLIOTT C. POPE who is Personally Known Produced DE Identification. Type of Identification

W. Braxton Gillam, IV
Signature of Notary Public
State of Florida



Name of Notary Typed, Printed or Stamped

NOTARY SEAL

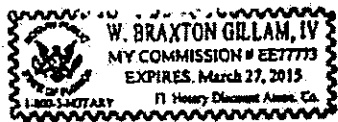
Brenda Churchville
BRENDA CHURCHVILLE

4-30-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by BRENDA CHURCHVILLE who is Personally Known Produced DE Identification. Type of Identification

W. Braxton Gillam, IV
Signature of Notary Public
State of Florida



Name of Notary Typed, Printed or Stamped

NOTARY SEAL

[REMAINDER OF PAGE INTENTIONALLY BLANK]

George Sprague
GEORGE SPRAGUE

5/21/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of May, 2014, by
GEORGE SPRAGUE who is Personally Known Produced Identification. Type of Identification
Produced 9-162-312-47-050-0
FDL

Linda A. Lynn
Signature of Notary Public
State of Florida
LINDA A. LYNN
Name of Notary Typed, Printed or Stamped



NOTARY SEAL

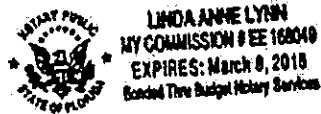
Linda Sprague
LINDA SPRAGUE

5/21/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of MAY, 2014, by LINDA
SPRAGUE who is Personally Known Produced Identification. Type of Identification Produced
5162-531-53-787-0
FDL

Linda A. Lynn
Signature of Notary Public
State of Florida
LINDA A. LYNN
Name of Notary Typed, Printed or Stamped



NOTARY SEAL

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Paul E. Thranhardt
PAUL E. THRANHARDT

May 21 2014
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21st day of May, 2014, by PAUL E. THRANHARDT who is Personally Known Produced Identification. Type of Identification Produced T1656685614550.



LINDA ANNE LYNN
MY COMMISSION # EE 168048
EXPIRES: March 8, 2018
Rendered Through Budget Notary Services

Linda Anne Lynn
Signature of Notary Public

State of Florida
LINDA A. LYNN
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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Ronald Williamson
RONALD WILLIAMSON

20 May 14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20 day of MAY, 2014, by
RONALD WILLIAMSON who is Personally Known Produced Identification. Type of Identification
Produced N/A.



Mary Frances Chergo
Signature of Notary Public
State of Florida
MARY FRANCES CHERGO
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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Donn L. Wilson
DONN L. WILSON

4/30/14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by DONN L. WILSON who is Personally Known Produced Identification. Type of Identification Produced _____



W. Braxton Gillam, IV
Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

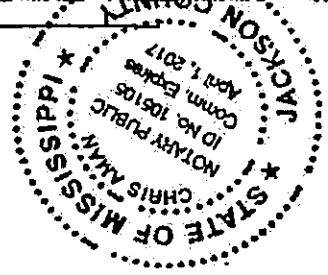
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Terry Woolridge
TERRY WOOLRIDGE

5/2/14
Date

STATE OF FLORIDA MISSISSIPPI
COUNTY OF DIVAL Jackson

The foregoing instrument was acknowledged before me this 2 day of MAY, 2014, by TERRY WOOLRIDGE who is Personally Known Produced Identification. Type of Identification Produced FL DL



Chris Mylon
Signature of Notary Public
State of Florida - MISSISSIPPI
CHRIS MYLON
Name of Notary Typed, Printed or Stamped

NOTARY SEAL

ELAINE WOOLRIDGE

Date

STATE OF FLORIDA
COUNTY OF DIVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by ELAINE WOOLRIDGE who is Personally Known Produced Identification. Type of Identification Produced _____

Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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TERRY WOOLRIDGE

Date

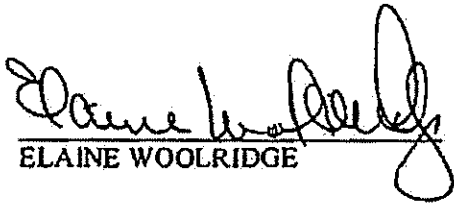
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by TERRY WOOLRIDGE who is Personally Known Produced Identification. Type of Identification Produced _____

Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL


ELAINE WOOLRIDGE

4-30-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of April, 2014, by ELAINE WOOLRIDGE who is Personally Known Produced Identification. Type of Identification Produced _____


Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL



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Jack Young
JACK YOUNG

5-19-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of May, 2014, by JACK YOUNG who is Personally Known Produced Identification. Type of Identification Produced Identification Card

Wanda Joy Bertrand
Signature of Notary Public
State of Florida

Name of Notary Typed, Print

NOTARY SEAL



WANDA JOY BERTRAND
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF047637
Expires 6/22/2017

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By: _____
SEA TECH MARINE INT'L, INC.

Date _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____ who is Personally Known Produced Identification. Type of Identification Produced _____.

Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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Maxey D. Moody III
By: Maxey D. Moody III
DELL MARINE, LLC.

7-3-14
Date

STATE OF FLORIDA
COUNTY OF DUVAL


The foregoing instrument was acknowledged before me this 3rd day of July, 2014, by Maxey D. Moody III who is Personally Known Produced Identification. Type of Identification Produced Produced Identification

ALISON M. McCANN
Notary Public, State of Florida
My Comm. Expires November 30, 2015
Commission No. EE 138151

Alison M. McCann
Signature of Notary Public
State of Florida
Alison M. McCann
Name of Notary Typed, Printed or Stamped

NOTARY SEAL


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By: Shawn Bliss, V.P.
PROSSER HALLOCK, INC.

6.26.14
Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26 day of June, 2014, by _____ who is Personally Known Produced Identification. Type of Identification Produced _____.

Donna S Moss
Signature of Notary Public
State of Florida
Name of Notary Public


NOTARY SEAL

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Karen Rowley
By: _____
CITY OF JACKSONVILLE

Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, who is Personally Known Produced Identification. Type of Identification Produced _____.

Signature of Notary Public
State of Florida

Name of Notary Typed, Printed or Stamped

NOTARY SEAL

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December 18, 2013

Florida Department of Environmental Protection
Attn: Mr. Jim R. Maher, P.E.
Program Administrator
Northeast District
7825 Baymeadows Way, Suite B-200
Jacksonville, Florida 32256-7590

RE: Dredge Fishing Creek Channel
Permit Number: 16-138309-002-EI
Date of Issue: December 16, 2004
Expiration Date of Construction Phase: December 15, 2009

Dear Mr. Maher:

The City of Jacksonville would like to request modification to the above referenced permitted dredging project. The residents along the dredged channel experienced siltation and resulting navigation issues from their home to the previously dredged channel upon completion of the previous dredge operations. In an effort to facilitate safe navigation access by approximately 60 residential properties abutting the dredged creek that have experienced the reduced navigation, as well as other recreational users of the creek, the City intends to engage a dredging contractor that would be allowed to mechanically dredge the previously permitted project as well as the residential access channels.

In order to facilitate safe navigation access to the main channel, the City requests an extension of the above permit for the maximum allowable period to complete this project. In addition, the City requests the ability to dredge 20-foot wide residential access channels that would be perpendicular to this permitted main channel from STA 16+00 to STA 71+20. These access channels will be dredged on either side of the main channel, from bank to bank, approximately 2ft below the Mean Low Water from each residential property within the project limits to enable the residents with safe navigable depths to the main channel. The dredging will extend to and around the homeowner dock and boathouse structures. The dredge will maintain a 5-foot buffer from any shoreline vegetation along the residential properties and will adhere to all environmental Best Management Practices stipulated in the previous permit, including the use of turbidity curtains.

All dredged material will be off-loaded from upland sites that are accessible along the shoreline and/or will be ultimately contained in an FDEP approved landfill. Dredged material will not be temporarily or permanently placed of wetlands, surface waters or waters of the State. We appreciate the cooperation of the FDEP in this publically beneficial project and look forward to your permit extension and modification request. Should you require any clarification, please do not hesitate to contact me.

Respectfully,

EXHIBIT I

Exhibit I
Page 74 of 83

SETTLEMENT AND COMPLETE RELEASE

I. PARTIES

This Settlement and Complete Release, henceforth referred to as the "Release," is entered into by and between **THE CITY OF JACKSONVILLE** (the "City" or "Releasor"), and **PROSSER HALLOCK, INC.** (the "Engineer" or "Releasee").

II. RECITALS

This Release is made with reference to the following facts:

A. The City sued the Engineer in that certain lawsuit in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida, Case Number 2009-CA-010404 (the "Suit");

B. The Suit arises from the engineering, design and dredging of a channel in Fishing Creek, a waterway in Duval County, Florida;

C. To avoid the substantial expense and uncertainty of litigation, the City and the Engineer enter into this Release to resolve the City's claims against the Engineer;

D. It is the intention of the City to fully and completely settle any and all claims, causes of action and disputes between the City and the Engineer that exist or may ever arise from the services the Engineer provided as the designer of the Fishing Creek dredging project;

E. This Release is made in reference and in conjunction with that certain Settlement and Limited Release Agreement that was separately entered into by the parties to the above-described Suit; and

F. At the time of executing this Release, the City and the Engineer were represented by counsel.

III. RELEASE

In consideration of certain services and ten dollars (\$10.00), the delivery and receipt of which is acknowledged by the Releasor, the Releasor including its respective past, present, and future elected officials, officers, directors, stockholders, attorneys, agents, principals, servants, representatives, employees, heirs, executors, administrators, predecessors and successors in interest, subsidiaries, affiliates, partners, privities, assigns, and insurers hereby releases and discharges Releasee including its, respective past, present, and future officers, directors, stockholders, attorneys, agents, principals, servants, representatives, employees, heirs, executors, administrators, predecessors and successors in interest, subsidiaries, affiliates, partners, privities, assigns, and insurers (on all policies and coverages), from any and all claims, demands, damages, costs, expenses, and causes of action, whether based in tort, contract or any other theory of legal recovery, for damages of every type and nature, including, but not limited to compensatory damages and punitive damages, for damages already sustained or that may hereafter be sustained in connection with the performance of professional services for the design of the project to dredge Fishing Creek which forms the basis of the lawsuit styled Rea E. Altwater and Patricia Altwater v. City of Jacksonville v. Prosser Hallock, Inc., currently pending in the Fourth Judicial Circuit in and for Duval County, Case Number 2009-CA-010404. In addition and concurrently to providing this Release, the Releasor shall dismiss Releasee with prejudice from the Suit, each party to be responsible for its own attorney's fees and costs.

IV. SETTLEMENT OF DISPUTED CLAIMS

Releasee has agreed to enter into this Release to avoid the substantial expense, burden, and inconvenience of litigation, trial, and appeal it may incur in further prosecuting or defending these claims and to terminate further controversy respecting the claim of Releasor for damages of any and all types, arising from professional services Releasee rendered as designer of Releasor's dredging project, including, but not limited to, compensatory and punitive damages that might hereafter be asserted by Releasor, its officers, agents, employees, successors and assigns. This Release shall not be considered as an admission of liability or responsibility of any kind whatsoever on the part of Releasee nor considered as evidence or an admission of liability on the part of Releasee.

V. WAIVER

In the event that other injuries, damages, losses or consequences not known will be developed or be discovered as a result of those professional services rendered for the design of Releasor's dredging project, this Release and the settlement upon which it is based are expressly intended to cover and include, and do cover and include, all such future injuries, damages, losses or consequences, including all rights of actions and lawsuits arising therefrom and the Releasor hereby expressly waives any and all rights arising out of such other injuries, damages, losses or consequences not now known or anticipated.

Releasor expressly consents that this Release shall be given full force and effect according to each of its express terms and provisions, including those related to unknown and unspecified claims, demands and rights, and other lawsuits or other causes of action. Releasor acknowledges and agrees that this section is an essential and material term of this Release and

the settlement which leads to it and that without the inclusion of this section of the Release, the settlement would not have been accomplished nor would Releasee have entered into this Release. Releasor has had an opportunity to read and to confer with counsel of their choice regarding this Settlement and Complete Release, including but not limited to this section and understands and acknowledges the significance of the Release and the waiver provided herein.

VI. FLORIDA LAW APPLIES/EXECUTION

This Release shall be governed and construed in accordance with the laws of the State of Florida. If any provision, paragraph, or other portion of this Release is found to be void under the laws of the State of Florida, all the remaining portions of this Release will still be binding. This Release shall not be amended orally. Once executed by Releasor, this Release may be forwarded to Releasee by facsimile or email and such facsimile or email copy shall be deemed an original for any purpose.

VII. COSTS AND FEES

Releasor and Releasee agree each party shall bear their own costs and attorneys fees incurred in prosecuting and/or defending the claim described above.

By my signature below, I acknowledge having read this Release and, having had the opportunity to confer with counsel of my choice, understand it and intend to be bound by its terms.

THE RELEASOR HAS READ THE FOREGOING RELEASE, HAS HAD THE OPPORTUNITY TO CONFER WITH COUNSEL REGARDING THIS RELEASE, FULLY UNDERSTANDS IT, AND AGREES THAT ALL DOUBTS AND AMBIGUITIES IN CONNECTION WITH THIS GENERAL RELEASE OF ALL CLAIMS SHALL NOT BE CONSTRUED IN FAVOR OR AGAINST THE RELEASEE, OR RELEASOR.

CAUTION: READ BEFORE SIGNING BELOW

Releasor:

THE CITY OF JACKSONVILLE

As its _____

WITNESS

WITNESS

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, a notary public, duly authorized to take acknowledges in the County of _____, personally appeared, _____, individually and as duly authorized representative of THE CITY OF JACKSONVILLE, Inc., and is personally known to me to be the person designated in the foregoing Release as the Releasor, or who has produced a driver's license as identification, and who acknowledged before me that he executed the same freely and voluntarily for the purposes described therein.

SWORN TO AND SUBSCRIBED before me, this _____ day of _____, 2014.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires: _____

25/650293.v1



Bill Joyce
214 North Hogan St
Suite 300 Ed Ball Bldg
Jacksonville, FL 32202

RE: Fishing Creek

December 17, 2013

Dear Mr. Joyce,

Per your request, I have reviewed the template designs you provided to me April 19, 2013. The template designs you provided are consistent to canal dredging and satisfactory to Brance Diversified, Inc. for dredging operations at Fishing Creek.

The volumes (1,093CY) provided by Arc Surveying and Mapping are also satisfactory. The only undetermined volume I see in this Project is the additional dredging of a 20' wide access cut to the main canal from the properties adjacent to Fishing Creek. Estimating there is 35CY of material at each one of the properties there will be a grand total of 2,100CY from 60 properties. In retrospect the entire Fishing Creek Project will consist of approximately 3,193CY.

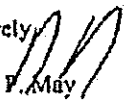
Brance Diversified, Inc. would require, if contracted, an updated survey, stipulations of staying 6' away from any structure or vessel, the City of Jacksonville provide access to the channel, and a permit modification to take the dredge spoil to an offsite location other than Bartram Island.

Brance Diversified, Inc. will also dredge from underneath 25-30 boathouses and lifts by barge mounted excavator only. The property owners will have to sign an unconditional release prior to dredging. BDI will not be responsible for electrical lines submerged by the property owners for any type lifts, and or water lines. The cost associated with this activity will be \$1,300.00 per property; 30 properties equating to \$39,000.00.

Brance Diversified, Inc., if contracted, will provided all labor, supervision, fuel, equipment, material, trucking, disposal fee, and insurance to dredge Fishing Creek with the information and the volumes provided to us on April 19, 2013. Our Proposal is for \$174,562.00 for the channel operations and \$39,000.00 for boathouses and boatlifts combining the total cost of operations of \$213,562.00. Post dredge surveys and staging area will be provided by COJ.

You may contact me at 904-742-7562 for any further questions. Thank you for the opportunity to work with you.

Sincerely,


David P. May
President

Brance Diversified, Inc. 14664 Diamond Ranch Lane Jacksonville, Florida 32234
Office: (904) 748-0050 Fax: (904) 748-0049
www.brancediversified.com

Release of Claims

This complete and unconditional release (the "Release") is effective this ____ day of _____ 2014, by and between _____, owners of property located at _____, ("Releasor Property Owner(s)") and (i) the City of Jacksonville ("City"), Sea Tech Marine Int'l, Inc. ("Sea Tech"), Dell Marine, LLC ("Dell"), and Prosser Hallock, Inc. ("Prosser Hallock") (together City, Sea Tech, Dell and Prosser Hallock are referred to as "Defendants") and (ii) Brance Diversified Inc. ("Brance"), and (iii) Defendants' and Brance's current and former successors, assigns, parents, subsidiaries, affiliates, and each of their respective current and former officials, employees, directors, officers, members, agents, fiduciaries, contractors, and their insurers (together (i), (ii), and (iii) are referred to as the "Released Parties").

(1) The Releasor Property Owner(s) and Defendants entered into a Settlement and Limited Release Agreement dated _____, 2014 ("the "Agreement") arising out of litigation related to the dredging of Fishing Creek in Jacksonville, Florida in a consolidated action filed in the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida, Case No. 2009-CA-010404 (the "Litigation").

(2) Pursuant to the Agreement, Dell and Brance will perform certain "Access Dredging", as that term is described in the Agreement, for the Releasor/Property Owner(s), as more particularly described in the "Property Notebook".

(3) The Agreement's provisions related to Access Dredging and, applicable portions of the Property Notebook are made a part of this Release for all purposes.

Release

Releasor Property Owner(s), for good and valuable consideration, voluntarily and knowingly executes this Release prior to the commencement of any Access Dredging with the express intention of extinguishing unconditionally and for all time the liabilities that are herein released, and acknowledges that Access Dredging will not commence without this Release.

Releasor Property Owner(s), hereby unconditionally releases and discharges the Released Parties from claims, actions, losses, expenses, demands of any nature whatsoever, whether arising at law, under a contract, in tort, in equity or otherwise, existing in Releasor Property Owner(s), either directly or indirectly, whether known or unknown, suspected or unsuspected, contingent or inchoate, accrued or not accrued, existing or hereafter arising, for property damage and/or personal injury arising out of the Litigation and the Access Dredging performed for the Releasor Property Owner(s).

It is the intention of the undersigned that the release conferred herein shall be binding on the heirs, executors, and administrators of Releasor Property Owner(s).

PROPERTY OWNER

PROPERTY OWNER

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Exhibit 1
Page 81 of 83

EXHIBIT IV

**PROPERTY OWNER
CERTIFICATION OF COMPLETION
TO
CITY OF JACKSONVILLE
SEA TECH MARINE INT'L, INC.
DELL MARINE, LLC/BRANCE DIVERSIFIED, INC.
PROSSER HALLOCK, INC.**

IN CONNECTION WITH

Dredging of Fishing Creek as part of Permit No. 16-138309-002-EI and that certain Settlement and Limited Release Agreement entered into by Plaintiffs Rea Altwater and Patricia Altwater et al., and Marie E. Cook, et al., and Defendants City of Jacksonville, Sea-Tech Marine International, Inc., Dell Marine, LLC and Prosser Hallock, Inc. in a consolidated action under Case No.: 2009-CA-010404, in the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida ("Agreement").

The undersigned, as a property owner party to the Agreement, attached hereto as Exhibit "A", certifies that the following statements are accurate and true.

- (1) The undersigned owns property located at:

Jacksonville, Florida.
(the "Property")

(2) Dell Marine/Brance Diversified conducted "Access Dredging", as that term is defined in the Agreement, in the waters of Fishing Creek adjacent to the Property.

(3) I have provided the City, Dell Marine/Brance Diversified, and Prosser Hallock, prior to dredging, an unconditional release from all liability for any property damage and/or personal injury arising from the Access Dredging.

(4) I was on-site during the Access Dredging relative to the Property on the ____ day of _____, 2014 and upon completion inspected the work of Dell Marine/Brance Diversified. I certify that the Access Dredging has been successfully completed in compliance with the provisions of the Agreement.

The undersigned, an authorized representative of the owner of the Property, has executed this certificate as of this ____ day of _____ 2014.

By: _____
Print Name



Fishing Creek Private Custom Dredging Contract

Date: _____, 2013

Name: _____

Phone: _____

Address: _____

Cell: _____

E-Mail Address: _____

Fax: _____

Brance Diversified, Inc. (hereinafter referred to as BDI) will provide all labor, equipment, supervision, fuel, and insurance to complete all work as follows: _____

Price: _____

Terms: Full payment to be made immediately upon completion

By: Cash Check Money Order Cashier's Check
(Make check's payable to Brance Diversified, Inc.)

Schedule: Dredging will be performed at your property on _____

Completion Date: _____

Conditions:

1. Area will be dredged to a depth of 2 MLW at the owner's direction.
2. By accepting this contract, you, the homeowner or lot owner, realize and acknowledges that this additional dredging, moving the cut closer to your seawalls, pilings, boat docks, etc., increases the risk of collapse or damage. BDI accepts no liability for any claim you may have due to seawall or other structural damage.
3. By accepting this contract, you, the homeowner or lot owner, agree to defend and hold harmless BDI, its employees, agents, etc. from any claims, fines, or actions arising out of the custom dredging being performed for you.
4. By accepting this contract, you, the homeowner or lot owner, assume all liabilities for obtaining the appropriate utility line locates through Sunshine and/or any damage done to utility lines for failing to do so.
5. By accepting this contract, you, the homeowner or lot owner, agree to obtain any and all necessary permits required to perform the work if needed.
6. All material dredged and removed becomes the property of BDI and will be BDI's responsibility to dispose of.
7. No rock or debris (i.e. pilings, sandbags, etc.) or contaminated material will be removed under this contract. If encountered, you, the homeowner or lot owner, have the option of directing BDI to dredge around this material or negotiate for its removal.
8. Owner agrees to pay all reasonable cost of collection and attorney fees. Any action arising out of this contract or subsequent invoices shall be brought exclusively in a court in Duval County, Florida. A 5% per month service charge will be assessed on any amount unpaid after completion of the work.

By signing below, this acknowledges your acceptance with the above terms and conditions and confirms scheduling of desired work.

Acceptance by Owner: _____

Brance Diversified, Inc. _____

Print Name _____

Dated: _____

Dated: _____

Brance Diversified, Inc. • 1464 Diamond Ranch Ln. • Jacksonville • Florida 32234
Telephone: (904) 748-0050 Facsimile: (904) 748-0049
www.brancediversified.com

Exhibit B

Subcontract

SUBCONTRACT AND ASSIGNMENT AGREEMENT

This Subcontract Agreement (the "Agreement") is entered into as of the last date signed below between Dell Marine, LLC ("Dell") and Brance Diversified, Inc ("Brance") pursuant to the following terms and conditions:

WHEREAS, this agreement arises out of the Settlement and Limited Release Agreement (the "Settlement Agreement") entered into between the parties to the lawsuit styled: Rea Altwater and Patricia Altwater et al. v. City of Jacksonville, Case No: 2009-CA-010404 and Case No: 16-2011-CA-001764, in the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida (the "Lawsuit"); and

WHEREAS, the Lawsuit concerns a dispute regarding claims that a dredging project by the City caused an inverse condemnation to occur which deprived the various Plaintiffs access to Fishing Creek, among other claims; and

WHEREAS, an initial complaint was filed in the Lawsuit and was amended twice; and

WHEREAS, the City of Jacksonville ("City") has vigorously defended itself in this action and filed third party complaints against Sea Tech Marine Int'l, Inc. ("Sea Tech") and Prosser Hallock, Inc. ("Prosser Hallock"); and

WHEREAS, Sea Tech, in turn, filed a fourth party complaint against Dell; and

WHEREAS, Dell has vigorously defended itself in this action, and filed a third party complaint against the City; and

WHEREAS, the Lawsuit has not been set for trial, but has been the subject of mediation among the parties in an effort to reach a global settlement; and

WHEREAS, as an outgrowth of the mediation process, the Parties have reached an agreement as to the material terms of a global settlement which have been set forth in the Settlement Agreement; and

WHEREAS, in reaching the terms and conditions of the Settlement Agreement, Dell agreed to, separately or with or through Brance, to perform the construction and dredging work required by the Settlement Agreement.

WHEREAS, Dell desires to contract with Brance to complete the construction and dredging work required by the Settlement Agreement, and Brance desires to enter into an agreement with Dell for this purpose.

NOW THEREFORE, in consideration of the premises, mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt adequacy and sufficiency of which is hereby acknowledged, Dell Marine and Brance Diversified agree to the following:

A. **Free and Fair Agreement.**

1. Dell and Brance agree that the above recitals are true and correct and are incorporated herein.

2. Dell and Brance obtained or have had the opportunity to obtain legal counsel of their choice.

3. Dell participated in and agreed to the terms and conditions of the Settlement Agreement. Brance participated in and agreed the terms and conditions of the Settlement Agreement applicable to Brance.

4. A copy of the Settlement Agreement is attached hereto as Exhibit "A" to this Agreement and made a part of this Agreement for all purposes.

B. **Scope of Work.**

1. Brance agrees to perform on behalf of Dell the construction and dredging work required to complete the "Project" set forth in the Settlement Agreement. The Scope of Work for the Project is defined in Paragraphs III, A - F of the Settlement Agreement.

2. Brance agrees to perform the Scope of Work of the Project, subject to and in compliance with Florida Department of Environmental Protection (FDEP) Permit No. 16-138309-002-EI, as modified (the "Permit"). A copy of the Permit is attached hereto as Exhibit "B" to this Agreement. Brance acknowledges that it participated in and provided input to the FDEP with regard to the modification of the Permit and such participation and input is the sole responsibility of Brance. Dell assumes no responsibility for Brance's participation and input into the modification of the Permit, including, but not limited to the selection and use of the disposal site.

C. **Satisfactory Completion of Scope of Work.**

1. Satisfactory completion of the Scope of Work shall be determined with regard to "Maintenance Dredging" pursuant to paragraph VI. of the Settlement Agreement.

2. Satisfactory completion of the Scope of Work shall be determined with regard to "Access Dredging" pursuant to paragraphs IV. A. and B. of the Settlement Agreement. Brance agrees that if a Property Owner for whom Brance has performed Access Dredging submits a written complaint with the engineer for incomplete work and pays the engineer a \$750 filing fee pursuant to the provisions of paragraph IV. A. of the Settlement Agreement, and if the engineer issues a determination on the complaint pursuant to the provisions of paragraph IV. B. of the Settlement Agreement that requires Brance to perform specified work to address the concern, Brance agrees that it will (i) perform the work at no cost to Dell, and (ii) reimburse the Property Owner the \$750 filing fee.

3. Dell assumes no responsibility for the "Extra Work", described in paragraph III.D. of the Settlement Agreement other than providing the equipment listed in paragraph B.5. of this Agreement. Pursuant to paragraph III.D.6 of the Settlement Agreement, the Extra Work is completely governed by the contract between Brance and the Property Owner(s).

4. In order for Brance to complete the work of the Project, Dell agrees to furnish to Brance, at no cost, the following equipment necessary to perform the Scope of Work for the Project.

(a) Equipment Furnished.

(1) Dell Marine will provide Brance with the following equipment "as is":

One (1) 80' x 35' x 5' Barge "MC1"

One (1) 48' x 12' x 4' Barge "Marlin 3"

One (1) 48' x 12' x 4' Barge "Marlin 4"

One (1) 25.5' x 12' x 5' Tugboat "MISS MADILYN"

(Together, the above equipment will be referred to as the "Equipment")

(b) Repairs and Maintenance of the Equipment

Dell agrees to be responsible for any maintenance repairs on the Equipment with respect to any ordinary wear and tear during the Equipment's use by Brance to complete the Scope of Work for the Project. Brance agrees to be responsible for any damage repairs necessary due to the negligence of Brance during the mobilization, use, and de-mobilization of the Equipment during the performance of the Scope of Work for the Project. Should any of the Equipment break down during the performance of the Scope of Work for the Project, Dell Marine agrees to provide Brance with replacement equipment.

D. Dredging Contract Amount and Assignment of Dredging Contract Amount.

1. Pursuant to paragraph II.D. of the Settlement Agreement, the City agrees to pay Brance the total amount of \$213,562.00 for its work on the Project (the "City's Payment"), payable as set form in paragraph II.D. of the Settlement Agreement. For the avoidance of any doubt, Dell Marine hereby assigns any rights it might have to the City's Payment to Brance.

2. In consideration for Dell furnishing the Equipment for the Project at no cost and assigning its right to the City's Payment to Brance, Brance agrees that Dell will not be liable for any additional payment to Brance for the satisfactory completion of the Scope of Work.

E. Representations/Warranties. Brance makes the following representations and warranties:

1. Brance represents that it has the experience, expertise and skill to perform the Scope of Work, including but not limited to the expertise to ensure compliance with the Permit, applicable law and the proper use and preservation of the disposal area in accordance with the Permit requirements.

2. Brance represents that it has read the Permit granted to the City for the Scope of Work for the Project.

3. Brance agrees that to the extent the Permit applies to the Scope of Work, it is an integral part of the Settlement Agreement and this Agreement and Brance warrants that it will perform the Scope of Work in compliance with the terms, conditions, requirements, and limitations contained in the Permit.

4. Brance further warrants that it will comply with all applicable law and special local restrictions applicable to the Scope of Work.

5. Brance further warrants that the labor it furnishes will perform in a workmanlike manner.

F. Insurance

1. Without in any way limiting Brance's liability pursuant to this Agreement, Brance, at its own expense, must have procured and maintain the insurance coverages and limits set forth in the blank Certificate of Liability Insurance("COI") attached hereto as Exhibit "C", and provide Dell with the actual COI evidencing this insurance coverage for the time period covered by this Agreement and naming Dell as an additional insured prior to commencement of the Scope of Work for the Project.

2. For purposes of Hull & Machinery Insurance, Brance agrees that the full value of the Equipment to be used by Brance is as follows:

MC1 - \$150,000.00
Marlin 3 - \$32,500.00
Marlin 4 - \$32,500.00
MISS MADILYN - \$200,000.00

H. **Indemnification.**

To the fullest extent permitted by law, Brance, its successors and assigns shall save, protect, indemnify, defend and hold harmless Dell (including its affiliates, parents and subsidiaries) from and against all liability, claims, damages, losses and costs, to the extent caused by a breach of this Agreement and/or the negligence, recklessness, or intentional wrongful misconduct of Brance and persons employed or utilized by Brance in the performance of the Scope of Work for the Project, including but not limited to, reasonable attorney's fees, and costs incidental to the investigation and defense thereof, for personal injury, death, or for loss or damage to any and all property in any way arising out of or in connection with:

- (a) Brance's performance of its obligations under this Agreement;
- (b) Any violation by Brance of conditions and/or requirements of the Permits, and/or applicable law and special local restrictions; and
- (c) The use of private dredge disposal facilities.

2. Further, Brance hereby binds itself, its successors, assigns, agents and licensees to indemnify and hold Dell (including its affiliates, parents and subsidiaries) harmless from and against any and all claims, actions, causes of action, demands, liabilities, cost, losses, expenses and damages, including, but not limited to, damages to real or personal property or natural resources, personal injury or death claims, and public or private claims or demands for direct payment or reimbursement of investigation, remediation and government oversight costs, fines and/or penalties arising out of, or in any way related to, the presence or release of hazardous substances, pollutants or other contaminants migrated from or otherwise transported or released from the Equipment or facilities, while in the custody or control of Brance.

3. These indemnities and hold harmless obligations shall survive any termination or expiration of this Agreement. Upon the request of Dell, and to the extent permitted by law, Brance agrees to assume, without expense to Dell, the defense of all such claims and actions. Dell shall give Brance prompt and reasonable notice of all such claims, actions and suits.

I. **Independent Contractor.**



Brance shall at all times be an independent contractor of Dell. Nothing in this Agreement is intended or shall be construed to create a joint venture, agency, partnership, employer/employee relationship or any legal or equitable relationship other than that of independent contractor. Further, no agent, servant, contractor, or employee of Brance shall be deemed an agent, servant, contractor or employee of Dell. Brance shall have exclusive control of the manner, means and method of performing the Scope of Work subject to the provisions contained in the Settlement Agreement.

J. **Disputes.**

In the event of any dispute between the parties arising out of the performance or interpretation of this Agreement or concerning any claimed liability, loss or damage (the "Matter"), the parties agree to resolve the Matter as follows:

1. The parties shall attempt in good faith to resolve any Matter arising out of or relating to this Agreement promptly by negotiation between representatives which the parties may appoint, and if the Matter has not been resolved within 60 days of a party's request for negotiation, either party may request that the Matter be submitted to a sole mediator selected by the parties for mandatory mediation. Good-faith compliance with this section shall be considered a condition precedent to the right of any party hereto to seek arbitration under this Agreement.

2. If the Matter has not been resolved by such mediation, either party may submit the Matter for binding arbitration under the Commercial Rules then in effect of the American Arbitration Association as may be supplemented by the discovery provisions of the Federal Rules of Civil Procedure. In any arbitration under this Agreement, each party will select one arbitrator and the two arbitrators so selected shall select a third. The three arbitrators selected will each have one vote, and a majority vote of the arbitrators will be binding; provided, however, that the arbitrators shall not have the power to award punitive damages. The arbitration will take place in Jacksonville, Florida. The arbitrators will apply the law of the State of Florida, without reference to the laws of any other jurisdiction, except to the extent that federal law, rules and regulations, including maritime law, shall apply. The arbitrators' award shall be accompanied by a statement of the reasons upon which such award is based.

3. Judgment upon the award rendered by the arbitrators may be entered in any court in Duval County, Florida for a judicial acceptance of the award and an order of enforcement. Each party will bear its own expenses of the arbitration, including attorneys' fees and costs, but the arbitrators' fees and costs will be borne equally between the parties.

K. **Exhibits.**

The following exhibits are hereby incorporated into this Agreement.

Exhibit A.	Settlement Agreement
Exhibit B.	FDEP Permit No. 16-138309-002-EI, as modified
Exhibit C.	Brance Diversified's Certificate of Insurance

L. **General Provisions.**

Except to the extent inconsistent with the express language of the foregoing provisions of this Agreement, the following provisions shall govern the interpretation, application, construction and enforcement of this Agreement:

1. **Notices.** All notices, consents, demands, requests, approvals and other communications which are required or may be given hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered personally, (b) if sent by fax, when receipt thereof is acknowledged at the fax number below, (c) the second day following the day on which the same has been delivered prepaid to a national air courier service or (d) five (5) business days following deposit in the mails, registered or certified, postage prepaid, in each case addressed as follows:

If to Brance Diversified, Inc.

14664 Diamond Ranch Lane
Jacksonville, Florida 32234
Attention: David P. May, President
Fax: (904) 748-0049

If to Dell Marine, LLC:

P. O. Box 5350
Jacksonville, Florida 32207
Attention: Maxey D. Moody, III
Fax: (904) 636-0532

with a copy to:

Suzanne M. Judas, Esq.
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202
Fax: 904-358-1872

or to such other person or persons at such address or addresses as may be designated by written notice hereunder.

2. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors in interest and assigns, but in no event shall any party be relieved of its obligations hereunder without the express written consent of the other party.

3. Entire Agreement. This Agreement, together with the exhibits attached hereto, represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

4. Captions. Captions and paragraph headings used herein are for convenience only, are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof or to be relevant in construing this Agreement.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida, and where applicable, federal maritime law.

6. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.



7. Severability. If a court or other body of competent jurisdiction declares any term of this Agreement invalid or unenforceable, then the remaining terms shall continue in full force and effect.

8. Waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

9. Time. Time is of the essence in this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement.

10. Force Majeure. If a Party is reasonably prevented from performing an obligation of this Agreement because of fire, flood, wind, earthquake, explosion or other disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war, riot, insurrection, act of terrorism or other cause beyond the Party's reasonable control (collectively, a "Force Majeure Event"), then that Party shall not be in breach of this Agreement during the period that the Party is prevented from performing the obligation because of the Force Majeure Event provided that the Party (i) promptly delivers notice to the other Party identifying the Force Majeure Event and (ii) immediately uses best efforts to perform the obligation notwithstanding the Force Majeure Event.

11. Venue. In regard to any actions which may be brought under or relating to this Agreement, the sole venue for said action shall be in Duval County, Florida. The parties hereto consent and agree to said venue.

12. WAIVER OF JURY TRIAL. THE PARTIES HERETO KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITHOUT ANY UNDUE INFLUENCE OR INDUCEMENT BY ANY PERSON, WAIVE ANY RIGHT WHICH THEY MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY MATTER DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT. THE PARTIES HERETO FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR

HAVE HAD AN OPPORTUNITY TO BE REPRESENTED) IN THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, the date and year first written above.

Dell Marine, LLC

Witness:

By: _____
Maxey D. Moody, III
President

Brance Diversified, Inc.

Witness:



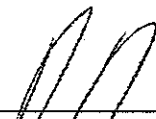
By:  _____ 12/22/04
David P. May
President

Exhibit C

Indemnification and Insurance Requirements

1 CONTRACTOR'S INDEMNIFICATION

1.1 The CONTRACTOR, its employees, agents, and subcontractors shall indemnify, defend, and hold harmless the CITY and respective members, officials, officers employees and agents, and the ENGINEER, and PROGRAM MANAGEMENT FIRM(S) (when program management services are provided) (including their directors, officers, employees, representatives, and agents)(all of which are collectively referred to as "the Indemnified Parties" or individually referred to as "an Indemnified Party"), against and from all liabilities, damages, losses, costs, and expenses of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, reasonable expert witness fees and court costs, (all of which are collectively referred to as "Damages") to the extent such Damages are caused by the negligence, recklessness or intentional wrongful conduct of the CONTRACTOR, its subcontractors in the performance of this Agreement. Without limiting the foregoing, the above indemnification provision extends to Environmental Impact Claims.

"Environmental Impact Claim" is defined as claims, suits, judgments, costs, losses, expenses, (including attorney's fees) which arise out of, are related to, or based on the actual or threatened dispersal, discharge, escape, release, or saturation of chemicals, liquids, gasses, or any other material, irritant, contaminant or pollution in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or water course, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

1.2 In any and all claims against the Indemnified Parties by any employee of the CONTRACTOR its Subcontractor, the indemnification obligation under Subparagraph 1.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

1.3 The obligation of the CONTRACTOR under Subparagraph 1.1 will not extend to any claim, damage, loss or expense arising out of a defect in maps, drawings, opinions, reports, surveys, change orders, designs or specifications prepared or furnished by the An Indemnified Party, or arising out of the giving by an Indemnified Party of erroneous directions or instructions required to be given to the CONTRACTOR hereunder, or the failure of an Indemnified Party to give directions or instructions required to be given to the CONTRACTOR hereunder, provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

1.4 For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the CONTRACTOR agrees to

indemnify and hold harmless the Indemnified Parties in accordance with the provisions of this Section 1.

1.5 In the event that any provision in this Section 1 shall be deemed to be in violation of Section 725.06, Florida Statutes, such provision shall be modified to be in compliance with Section 725.06 and 725.08, Florida Statutes.

This section relating to Indemnification shall survive the Term, and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

To the extent an Indemnified Party exercises its rights under this Section 1.1, the Indemnified Party will (1) provide reasonable notice to CONTRACTOR of the applicable claim or liability, and (2) allow CONTRACTOR to participate in the litigation of such claim or liability (at CONTRACTOR's expense) to protect its interests. Each Party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the Term and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

2.1 INSURANCE:

2.2 GENERAL:

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

2.3 Without limiting its liability under the Contract Agreement, the CONTRACTOR and its subcontractors shall procure and maintain at its expense during the life of this Contract, insurance of the types and in the amounts not less than stated below:

2.4 Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those approved by the City's Office of Insurance and Risk Management. The CITY, and their respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided) shall be named in the Commercial General Liability policy as "an additional insured" on forms no more restrictive than the most recent versions of both ISO Form CG 2010 and ISO Form CG 2037. CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated below for a period of three (3) years after the final completion of the Work.

\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Ops Aggregate
\$1,000,000	Personal/Advertising Injury
\$1,000,000	Each Occurrence

OPTIONAL: The policy shall be endorsed to provided that a separate aggregate limit of liability shall be applicable to the Work via a form no more restrictive than the most recent version of ISO Form CG 2503.

2.5 Commercial Automobile Liability - Such insurance shall cover all automobiles, owned hired or non-owned used in the performance of the Work and be provided on a form no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those approved by the City's Office of Insurance and Risk Management. The CITY, and their respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided) shall be named in the Commercial Automobile Liability policy as "an additional insured" on forms no more restrictive than the most recent versions of both ISO Form CG 2048.

\$1,000,000 Combined Single Limit

2.6 Workers' Compensation/Employer's Liability - This insurance shall cover the CONTRACTOR (and to the extent its contractors, subcontractors and sub-subcontractors are not otherwise insured, its subcontractors of any tier) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$1,000,000 Each Accident
	\$1,000,000 Disease Policy Limit
	\$1,000,000 Each Employee/Disease

2.7 Pollution Liability. Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management. The CONTRACTOR (where applicable) will provide or cause its subcontractors of any tier to provide Pollution Liability coverage with amounts not less than limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. To the extent transportation is required, the hauling company shall provide Pollution Legal Liability with amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The required limits may be provided with a stand-alone policy or by a combination of a primary. Such coverages will name the CITY and its respective members, officials, officers, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided) as additional insured and include a waiver of subrogation in favor of the CITY and respective members, officials, officers, employees officers and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program

management services are provided). Pollution Liability or Pollution Legal Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.)

- 2.8 To the extent watercraft are utilized in the Work, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance with amounts not less than limits of \$1,000,000 per occurrence, and which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft. Vessel pollution coverage shall be provided in the amounts not less than \$1,000,000. All coverages listed in this section will name the CITY and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided) shall be named in the Commercial Watercraft Liability policy as "an additional insured". Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management.
- 2.9 CONTRACTOR shall continue to maintain products/completed operations coverage for a period of three (3) years after the final completion of the project. The amount of products/completed operations coverage maintained during the ten year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by CONTRACTOR in the combination of the Commercial General Liability coverage (2.4) during the performance of the Work.
- 2.10 For all insurance other than workers' compensation, said insurance shall be written by a company or companies approved to do business in the State of Florida and such Insurance shall be written by an insurer with an A.M. Best Rating of A- (VII) or better. For workers' compensation, use of a trust, pool, or self-insurance fund may be allowed, provided that such entity providing the insurance is deemed to be acceptable to the CITY'S Division of Insurance and Risk Management.
- 2.11 Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the CITY, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). With respect to coverages noted above an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance.
- 2.12 Each required insurance policy shall provide that no material alteration or cancellation, including non-renewal, shall be effective until 30 days after receipt of written notice to the CITY. Cancellation or non-renewal of any insurance policy shall in no way limit the CONTRACTOR'S liabilities hereunder.

- 2.13 Prior to award of Contract, the CONTRACTOR shall be required to present a letter (or other written statement) from its Insurance Agent affirming:
- (1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and
 - (2) That the Agent is able (having proper market) to provide the coverages and limits of liability required on behalf of the CONTRACTOR.
- 2.14 In the event that any part of the work to be performed hereunder shall require the CONTRACTOR or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the CONTRACTOR shall, before commencing any such work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.
- The original of such policy shall be delivered to the railroad involved, with copies to the CITY, and their respective members, officials, officers, employee and agents, ENGINEER, and PROGRAM MANAGEMENT FIRM(S) (when program management services are provided).
- The CONTRACTOR shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the CITY, and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.
- 2.15 Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the CITY may, at its sole option, require an additional insurance coverage in amounts responsive to those liabilities which may or may not require that the CITY and other authorized representatives also be named as an additional insured.
- 2.16 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by the contract. Anything to the contrary and notwithstanding, the liabilities of the CONTRACTOR under this agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Compliance with the insurance requirements of this Agreement shall not limit the liability of CONTRACTOR or its Subcontractor(s), of any tier, employees or agents to the City or other authorized representatives. Any remedy provided to the City, and their respective members, officials, officers, employee and agents, ENGINEER, and PROGRAM MANAGEMENT FIRM(S) (when program management services are provided) shall be in addition to and not in lieu of any other remedy available under this agreement.

- 2.17 All insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City and respective, members, officials, officers, employees and agents, ENGINEER, and PROGRAM MANAGEMENT FIRM(S) (when program management services are provided).
- 2.18 Deductible or Self-Insured Retention Provisions. Except as authorized in this Contract, the insurance maintained by the CONTRACTOR shall apply on a first dollar basis without application of a self-insurance, deductible or self-insured retention. Except as authorized specifically in this Contract, no self-insurance, deductible, or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Contract will be allowed. If there is any self-insurance, deductible or self-insured retention for any required insurance, the CONTRACTOR shall be responsible for paying on behalf of the CITY, and their respective members, officials, officers, employees and agents, ENGINEER, and PROGRAM MANAGEMENT FIRM(S)(when program management services are provided)any self-insurance, deductible, or self-insured retention allowed under this paragraph the CITY, and ENGINEER, and PROGRAM MANAGEMENT FIRM(S) (when program management services are provided) will not be responsible for any self-insurance, deductibles or self-insured retentions under this Contract.
- 2.19 The insurance provided by the CONTRACTOR shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the CITY, their respective members, officials, officers, employees and agents, ENGINEER, and PROGRAM MANAGEMENT FIRM(S) (when program management services are provided).

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY's Division of Insurance and Risk Management, if requested to do so by the CITY, the CONTRACTOR shall, within thirty (30) days after receipt of a written request from the CITY provide the CITY with a certified, complete copy of the policies of insurance providing the coverage required herein.