

THIS INSTRUMENT PREPARED BY AND, AFTER RECORDING, RETURN TO:

IEFFREY R. MARGOLIS, ESQ.
IEFFREY R. MARGOLIS, P.A.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BOULEVARD
SUITE 3400
MIAMI, FLORIDA 33131-2397

5100 West Copans Road

Suite 600

HB Title of Florida

CFN 20110128538 OR BK 24461 PG 1833 RECORDED 04/13/2011 12:10:46 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pgs 1833 - 1850; (18pgs)

ASSIGNMENT AND ASSUMPTION OF MAINTENANCE AGREEMENT

RECITALS:

- A. Assignor entered into that certain Maintenance Agreement (the "<u>Agreement</u>") dated September 15, 2010 with the City of Boca Raton, a municipal corporation of the State of Florida, recorded in Official Records Book 24140, Page 420 of the Public Records of Palm Beach County, Florida, pursuant to which Assignor is responsible for maintaining the Broken Sound Boulevard Landscaping (as defined in the Agreement) and maintaining the grass within the City Grassed Area (as defined in the Agreement). A copy of the Agreement is attached to this Assignment as **Exhibit A**.
- B. Pursuant to Section 6.8 of the Agreement, Assignor may assign the Agreement to the homeowners association responsible for the operation and management of the community located in Boca Raton, Florida known as Centra ("Centra").
- C. Assignee is the homeowners association responsible for the operation and management of Centra.
- D. Pursuant to Sections 10.9 and 10.22 of the Declaration for Centra which is recorded in Official Records Book 24025, Page 1177 of the Public Records of Palm Beach County, Florida, as amended by the First Amendment to Declaration for Centra recorded in Official Records Book 24414, Page 167 of the Public Records of Palm Beach County, Florida, together with all further amendments and modifications thereof (collectively, the "<u>Declaration</u>") Association agrees to assume Assignor's obligations under the Agreement.
- E. Assignor desires to assign, sell, transfer and set over all if its right, title and interest in and to the Agreement to Assignee, and Assignee desires to accept this Assignment and assume all of Assignors obligations under the Agreement.

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NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. <u>Definitions</u>. All initially capitalized terms not defined herein shall have the meaning set forth in the Agreement.
- 3. <u>Assignment</u>. Assignor does hereby assign, grant, convey, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Agreement and all of Assignor's duties and obligations under the Agreement without representation, warranty or covenant of any kind.
- 4. Assumption. Assignee hereby accepts the assignment of the Agreement and assumes all of the obligations of Assignor under the Agreement and covenants and agrees with Assignor to perform and be bound by all of the terms, covenants and conditions of the Agreement. Assignee, by its acceptance of this Assignment, agrees that it shall perform all of Assignor's duties under the Agreement. From and after the date of this Assignment, Assignor shall have no further obligations or liabilities under the Agreement. Assignee hereby indemnifies Assignor from any loss, cost or expense which Assignor may suffer as a result of Assignee breaching any of its duties or obligations under the Agreement and, pursuant to with Section 10.9 of the Declaration, agrees to indemnify and hold harmless Assignor from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or property damage, and from and against all costs, attorneys: fees expenses and liabilities incurred relating to any such claim, the investigation thereof or the defense of any action or proceedings brought thereof at all levels, including appeals, and from and against any orders, judgments and/or decrees which may be entered therein, resulting from or arising out of the Assignee's non-performance of the obligations under the Agreement.
- 5. <u>Entire Agreement</u>. This Assignment contains the entire agreement between the parties and no prior written documents and no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Assignment shall be of any force and/or effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE.]

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6. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, and a complete set of which shall constitute one Assignment.

IN WITNESS WHEREOF, each of the parties has duly executed this Assignment on the day and year as indicated below.

WITNESSES	ASSIGNOR:
Print Name: Patricia Chements	BRHP, LLC, a Florida limited liability company By:
20.00	Print Name: Dennis O'Shea
Print Name: Seff McConoux	Title: <u>Vice President</u>
304 / 3 33 8	{SEAL}
WITNESSES	ASSIGNEE:
Patricia Cloment	CENTRA HOMEOWNERS ASSOCIATION, Inc., a Florida not-for-profit corporation
Print Name: Patricia Clements	By:
So la	Print Name: Jeff M. Bonough
Print Name: 5//64 SANDE	Title: President

{SEAL}

EXHIBIT A

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RETURN TO: LYNN BODOR, LAND RECORDS CITY OF BOCA RATON 201 W PALMETTO PARK ROAD BOCA RATON, FL 33432

This instrument prepared by and after recording return to:

Gerald L. Knight, Esq.
Billing, Cochran, Lyles,
Mauro & Ramsey, PA
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, FL 33301

CFN 20100392394
OR BK 24140 PG 0420
RECORDED 10/15/2010 10:57:56
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0420 - 433; (14pgs)

MAINTENANCE AGREEMENT

This Agreement's made and entered into this that day of Serve 2010 ("the Effective Date"), by and between:

CITY OF BOCA RATION, a municipal corporation of the State of Florida, whose mailing address is 201 West Palmetto Park Road, Boca Raton, Florida 33432 (the "City"); and

BRHP, LLC, a Florida limited liability company, whose mailing address is 300 S.E. 2nd Street, Fort Lauderdale, Florida 33301, its successors and assigns (the "Owner").

RECITALS

WHEREAS, the Owner is the fee title owner of approximately 23 acres of real property located south of Yamato Road and west of Broken Sound Boulevard within the City's boundaries, which property is more particularly described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Owner intends to construct a land development project on the Property and has applied to the City for certain development permits and approvals in order to carry out such construction; and

WHEREAS, in connection with the proposed development of the Property, the City is desirous of the Owner to undertake the following maintenance services (the "Maintenance Services"): (i) installing and maintaining landscaping and irrigation within the City right-of-way of Broken Sound Boulevard located along the eastern boundary of the Property as shown on Exhibit "B" attached hereto (the "Broken Sound Boulevard Landscaping"); and (ii) irrigation, maintenance, mowing and replacement as necessary to maintain the grass within the land area owned by the City, located between the southern boundary of the Property and the edge-of-water of the adjacent lake as shown on Exhibit "C" attached hereto (the "City Grassed Area"); and

{00007921.DOC v.5}

WHEREAS, the Owner is agreeable to providing the Maintenance Services upon the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the City and the Owner agree as follows:

1.0 Recitals

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 Performance of Maintenance Services

The City and the Owner hereby agree, as follows:

- (A) With respect to any Broken Sound Boulevard Landscaping not already installed, upon proper application to the City, payment of applicable fees, and requisite review and applicable approval, the City will issue the Owner a permit for the installation of Broken Sound Boulevard Landscaping within that portion of the right-of-way for Broken Sound Boulevard shown on Exhibit "B" attached hereto.
- (B) The Owner hereby agrees, for itself and all successors and assigns, to perform the Maintenance Services at its sole expense for so long as this Agreement is in effect.
- (C) The Owner shall perform the Maintenance Services in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry. The Maintenance Services shall be provided by the Owner in compliance with all applicable governmental rules and regulations.
- (D) Upon failure of the Owner to perform any of the Maintenance Services in accordance with this Agreement, then following not less than ten (10) days written notice thereof to Owner, the City, shall have the right to perform the Maintenance Services which have not been performed by Owner and to recover all reasonable costs of such maintenance from the Owner, including reasonable attorney's fees. Any and all costs incurred by the City in performing any Maintenance Services shall be paid by the Owner upon receipt by Owner of an invoice from the City.
- (E) The Owner hereby agrees that, in the event the City provides written notice to remove the Broken Sound Boulevard Landscaping, or portion thereof, for any reason whatsoever, the Owner shall remove the Broken Sound Boulevard Landscaping, or portion thereof, at the Owner's expense.
- (F) The Owner hereby agrees that, in the event a franchise utility company finds it necessary to perform work within that portion of the right-of-way of Broken Sound Boulevard [00007921.DOC v.5]

shown on Exhibit "B" attached hereto, and such work is approved by the City, it will be the sole responsibility of the Owner to repair, replace or remove the Broken Sound Boulevard Landscaping, or portion thereof, at the Owner's expense that interferes with the performance of such work by the utility company and to restore Broken Sound Boulevard Landscaping to its prior condition at the conclusion of the work by the franchise utility company.

3.0 Indemnification

The Owner agrees to indemnify and hold harmless the City, its officers, employees and agents, from and against any and all claims, actions and judgments made by any person, firm, corporation or entity for any loss, claim or damage, including without limitation, arising from a claim of personal injury or property damage for any act or omission arising out of the Owner's performance of the Maintenance Services and shall, when called upon to do so by the City, provide and/or pay for such legal representation, including attorney's fees and costs, as is deemed necessary by the City, including appellate representation.

(B) This Indemnification provision shall continue indefinitely and survive the cancellation, termination expiration, lapse or suspension of this Agreement.

4.0 Insurance

The Owner hereby agrees to provide at the Owner's cost and expense on an annual basis, a policy or policies of general liability insurance, naming the City as an additional insured, with a maximum limitation on liability not less than One Million Dollars & 00/100 (\$1,000,000.00), insuring the City against any and all-claims, actions and judgments made by any person, firm. corporation or entity for any loss, claim of damage, including without limitation, arising from a claim of personal injury or property damage for any act or omission arising out of the Owner's performance of the Maintenance Services or the terms of this Agreement, and that the first Certificate of Insurance will be provided to the City prior to execution of this Agreement by City. Each subsequent annual Certificate of Insurance shall be provided to the City at least thirty (30) days prior to the expiration of the previous annual Certificate of Insurance. The insurance coverage and conditions afforded by this policy shall not be suspended, voided, cancelled, or modified, except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the City Manager of the City. Without limiting any of the provisions herein, failure to maintain the insurance required herein shall constitute a material breach of this Agreement and shall entitle the City to, at its election, either obtain the coverage at the Owner's expense, which shall be paid-by Owner pursuant to Paragraph 2.0(D) above, or terminate this Agreement.

5.0 Term of Agreement

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this agreement shall expire twenty-five (25) years following the Effective Date first written above.

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In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the City may terminate this Agreement at any time for any reason in its sole discretion by providing at least ninety (90) days written notice to the Owner of the City's intent to terminate this Agreement pursuant to this provision.

6.0 Miscellaneous Provisions

- Notices: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the parties' respective addresses stated above.
- 6.2 Entre Agreement: The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between City and Owner and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.
- 6.3 Amendment and Waiver: This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement. No waiver by Owner or City of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
- 6.4 Severability: The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.
- 6.5 <u>Controlling Law and Venue</u>: This Agreement shall be construed under the laws of the State of Florida. The venue for any court proceeding relating to this Agreement shall be Palm Beach County, Florida.
- 6.6 <u>Authority:</u> The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.
- 6.7 <u>Costs and Fees</u>: In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, and all levels of appellate proceedings.

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- 6.8 Successors and Assignment: The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Owner and City, their heirs, executors, receivers, trustees, successors and assigns. The Owner, and its successors and assigns, shall have the right to assign in writing all of the Owner's rights and obligations pursuant to this Agreement to a homeowners' association to be established for the land development project to be constructed on the Property, in which event the Owner, and its successors and assigns, shall be relieved of any and all responsibilities for the performance of Owner's obligations hereunder upon the delivery to the City of copy of such written assignment executed by Owner, or its successors and assigns, and the homeowners' association.
- 6.9 No Third-Party Beneficiaries: This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives successors and assigns.
- 6.10 Waiver of Trial by Jury: City and Owner hereby irrevocably and unconditionally waive any and all rights to trial by Jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to this Agreement and any other document or instrument now or hereafter executed and delivered in connection herewith.
- 6.11 Recording: This Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

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IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

CITY OF BOCA RATON, FLORIDA

By: Susan Whelchel, Mayor

Attest: Susan S. Saxton, City Clerk

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5th and one of the City of Boca Raton, Florida, who is personally known and/or produced as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

My commission expires:

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WITNESSES:	
print Jeffrey McDonough	BRHP, LLC, a Florida limited liability company
sign Latricia Clement	By: O'Shea, Vice President
print Patricia Clements	
STATE OF FLORIDA	
COUNTY OF BROWARD	
The foregoing instrument was acknown 2010 by Tennis F. O'She	owledged before me this day of a, as Vice President of BRHP, LLC, who is
personally known to me or who has produced	
and who did take an oath,	as identification
	ARYPUBLIC
Sign \	Patricia Clement
print_	Patricia Clements
	State of Florida at Large (Seal) My Commission Expires:
	NOTARY PUBLIC-STATE OF FLORIDA Patricia Clements Commission # DD667554 Expires: JUNE 14, 2011 BONDED THRU ATLANTIC BONDING CO, INC.

(00007921.DOC v.5

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EXHIBIT "A"

(00007921 DOC v 5)

Book24140/Page427

Book24461/Page1844

Page 8 of 14

Page 12 of 18

DESCRIPTION:

PARCEL NO. 1:

A partie of land being apportion of Parcel 2 of the plat of Baca Technology Center Plat 1 RECORDED IN Plat Book 96, Page 178 of the Public Records of Paint Book 56, Page 178 of the Public Records of Paint Book 56, Page 42 East Polin Book County, Florida being more particularly described as inflower

Commanding of the Northwest Corner of sold Section 12; thance South DI'16'47" East, along the West Line of sold Section 12; ton 27725 feet; thence North 88541'13" East, for 70.00 feet in the East Right of Way Line of Military Troll (5 R. 809), as shown on Flacido Department of Transportation (F.D.O.T.) Right of Way Map Section 93590—2508 some being a point on the South Line of Radis described in Official Record Book 5051, Page 1814 of Palm Bookt County Public Records; thence along the South Line of Radis described in Official Record Book 5051, Page 1814 the following three (3) courses; (1) thence North 4508'54" East, lor, 90.24 feet (2) thance South 86'54'01" East, for 480.00 feet; (3) thence North 86'51'53" East, for 230.37 feet to the South Right of Way Line of Yamoto Rood (5.R. 794) as shown on F.D.O.T. Right of Way Map Section 93005-2502 and F.D.O.T. Right of Way Map Section 93005-2502 and F.D.O.T. Right of Way Map Section 93005-2502 and F.D.O.T. Right of Way Map 93220-2411, South 88'54'01" East, for 1070.78 feetly thence departing sold South Right of Way Line of Yamoto Rood. South 64'48'11" East, for 41.25 feet in the Point of Beginning of this description; thence South 88'54'04" East, for 190.4 feet; thence South 88'54'04" East, for 190.14 feet; thence South 88'54'04" East, for 190.14 feet; thence South 88'54'04" East, for 190.15 feet; thence North 83'11'38" East, for 336,01 feet; thence South 77'02'48" West, for 393,28 feet; thence South 77'02'48" West, for 393,28 feet; thence South 77'02'48" West, for 58.34 feet; thence South 77'02'48" West, for 68.324 feeth thence South 12'37'12" East, for 48.08 feeth thence South 77'02'48" West, for 87.49 feet; thence North 40'27'48" West, for 88.78 feet thence South 12'37'12" East, for 180.88 feeth thence South 77'02'48" West, for 87.49 feet; thence North 40'27'48" West, for 88.76 feet; thence North 88'30'15" West, for 244.50 feet; thence North 40'27'48" West, for 183.52 feet; thence North 13'58'55 feet; thence North 13'58'55 feet; thence North 13'58'55 feet; thence

PARCEL NO. 2 (not surveyed)

Together with and subject to the terms of apsempats rights to the dramage essement and utility essements described in Exhibits D and Frespectively contained in the Existence to your described between Boco Technology Center, LLC and the City of Boco Roton, Doted September 7, 2000, recorded September 12, 2000 in Official Records Book 12009, Page 817, of the Public Records of Faim Beach County, Florida.

PARCEL NO. 3: (not surveyed)

Non-exclusive Essement rights precided by and subject to the terms of that Declaration of Covenants and Restrictions for T-Rev Corporate Center, recorded in December 5, 2002 in Official Records Book 14788, Page 499 as amended by that certain First Amendment recorded March 4, 2003 in Official Records Book 14889, Page 1786, of the Public Records of Palm Beach County, Florida.

PARCEL NO. 4: (not surveyed)

Non-exclusive Easement rights over and across the RBSB Easement as described in and subject to the terms of that Easement Agreement by and between Bood Technology Carder, LLC, a Florido limited liability company, and the City of Bood Roton detail February 28, 2003, recorded Merch 4, 2003 in Official Records Book 14889, Page 1781 of the Public Records of Palm Book County, Florido.

PARCEL NO. 5: (not surveyed)

Non-exclusive Easement rights over and across the RBSB Easement as reserved and described in and subject to the terms of that Warranty Deed by Baco Technology Canter, LLC, a Florida limited Robilly company in fovor of the City of Baco Roton, dotted Fabruary 28, 2003, recorded March 2, 2003, recorded in Official Records Book 14869, Page 1785 of the Public Records of Palm Beach County, Florida

PARCEL NO. 6: (not surveyed)

Non-exclusive Eosement rights over and perose the NBSB Temporary Construction Easement as described in and subject to the lerms of that certain Temporary Construction Easement by and between Boog Technology Center, LLC, a Florida limited liability company and Stilles/BLP, LLC, a Florida limited liability company, dated February 28, 2003, recorded March 4, 2003 in Official Records Book 14869, Page 1869, of the Public Records of Palm Beach County, Florida.

Said lands situate, lying and being in Polm Beoch County, Florida

Contohing 21.000 ceres, more or less. (n/k/a Blue Lake Residential, Plat Book 109, Page 135, legos/tresstdes23 Public Records of Palm Beach County, Florida)

EXHIBIT "B"

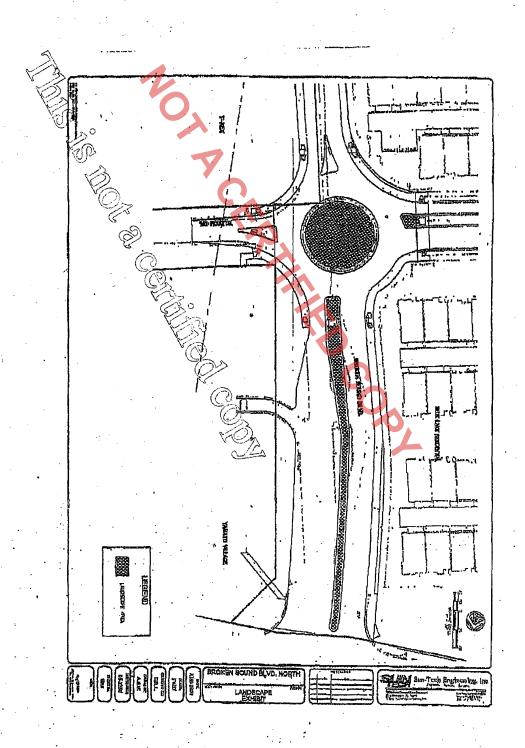
{00007921.DOC v.5}

Book24140/Page429

Book24461/Page1846

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Book24140/Page430

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EXHIBIT "C"

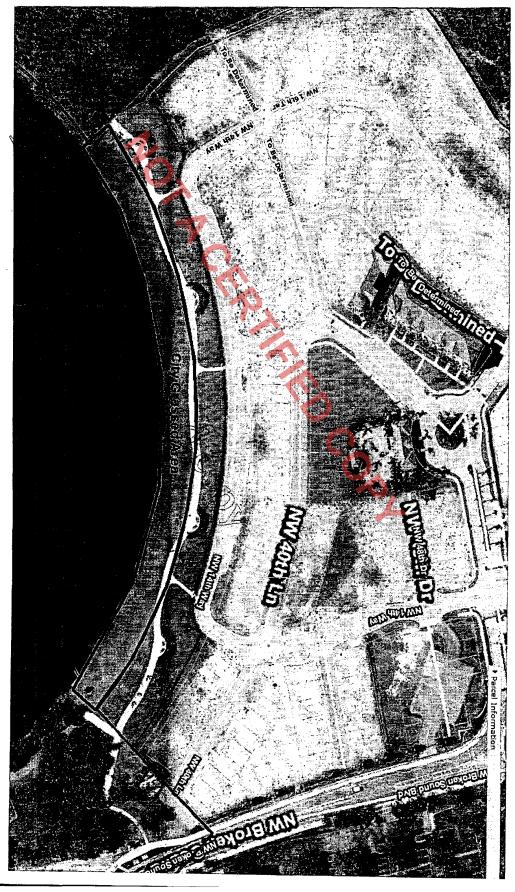
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Book24461/Page1848

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Book24140/Page432

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Book24140/Page433

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