

C&N FOUNDATION TECHNOLOGIES, LLC

LIMITED LIFETIME WARRANTY

Property Address: 8555 NW 120 ST, REDDICK FL, 32686 (“Property”)

C&N Project/Job Number: 2015-028 (“Project”) “Completion Date”: 11-2015

Property Owner: Edward W. “Skip” Strohm III (“Owner”)

Insurance Company: Citizen Property Insurance Corporation

Original Engineer of Record: AMEC Foster Wheeler

C&N Foundation Technologies, LLC provides a limited lifetime warranty covering all subsurface compaction and grouting labor, workmanship and materials (“Warranty”).

SECTION 1 – DEFINITIONS

For purposes of this Warranty, the following terms shall have the meanings described below:

1. Acts of Others. Includes act, causes, Damage, Casualty, or any other performance by any party other than C&N.
2. Acts of God. Any forceful act of nature including, but not limited to, hail, hurricane, fire, tropical storm, earthquake, tsunami, tornado, winds, Settlement, Movement, or other natural force beyond C&N’s control.
3. Additional Settlement. Post-Stabilization settlement of the Foundation of the Property in excess of one-half (1/2) of an inch.
4. Property. The real property located at the address identified above, where Sinkhole activity is located, identified and confirmed by the Original Engineer of Record.
5. Casualty. Damage or complete destruction caused by some force beyond C&N’s control, including, but not be limited to arson, fire, flood, water escape, earthquake, hurricane, soil erosion, external forces, blasting, explosions, falling trees or other objects, vehicular damage, acts of war (declared or undeclared), radiation, harmful fumes, foreign substances in the atmosphere including corrosive or aggressive atmospheres, criminal acts, improper storage, improper maintenance, other natural causes, Acts of Others, or Acts of God.
6. Cosmetic Components. Any and all Floors, paint, siding, concrete, cement, asphalt, pavers, sidewalks, carports, driveways, spas, screens, sheds, pools, pool-decking, lanais, porches, walls, ceilings, window, roof, fixture, furniture, furnishings, décor, personal property, landscaping, sprinkler and/or irrigation system, vegetation, trees, shrubbery, plants, bushes, mulch, grass, etc., or other such non-structural components located on the Property.
7. Cosmetic Issues. Any Damage, crack, distressed area, or other issue affecting or impacting the visual, decorative or aesthetic appeal of the Cosmetic Components located on or around the interior or exterior of the Property.
8. Damage. Loss, defacement, or destruction of the Property by any Act of God, Act of Others, Casualty, or other act(ion) by anyone or anything other than C&N.
9. Electrical Wiring. All wires, connections, outlets, and underground utilities associated with the electrical components of the Structure.
10. Floors. Wood, tile, decorative concrete, vinyl, carpet, or any other surfacing material covering the Foundation and serving as the interior floor surface of the Structure.
11. Foundation. That portion of the Structure comprising the lowest supporting level of the Structure. The Foundation is typically comprised of a concrete-poured monolithic slab 4 inches to 8 inches in depth and includes a footer.
12. Future Earth Movement. Any geological phenomenon involving subsurface slope instability, movement, changes, or Settlement of the Foundation of the Property.

13. Geotechnical Investigative Report. Document(s) prepared by the Original Engineer of Record, identifying all Sinkholes, Raveling, and voids between the surface of the Property and the limestone.
14. Lifetime. The period of time that the Property remains in its substantially original condition (without additions or structural improvements thereto), or, for a period of thirty (30) years from the Completion Date, whichever is less.
15. Movement. Shifting or other movement of the Foundation in excess of one-half (1/2) of an inch, detectible by changes in elevation or distortion of the Structure, and measured by the position and location of the Foundation as of the Completion Date.
16. Non-Foundation Components. Electrical Wiring, Plumbing, Cosmetic Components, any and all utility servicing the Property, and all other non-structural components located on the Property.
17. Plumbing. All pipes, connections, structural or non-structural components of the Structure associated with the transfer of water or sewage to and from the Property.
18. Raveling. The downward migration of soils into channels and cavities in the limestone.
19. Settlement. Any displacement of the Foundation in excess of one-half (1/2) of an inch from the position and location of the Foundation as of the Completion Date.
20. Sinkhole. A cave-in or natural depression in the surface of real property caused by the chemical dissolution of carbonate rocks or by erosion of rocks or soil before the surface of the real property.
21. Structure. The improvements located at the Property being limited to the Owner's home garage(as applicable).

SECTION 2 – WHAT AND WHO IS COVERED

Subject to all terms herein,C&N FOUNDATION TECHNOLOGIES, LLC (“C&N”) warrants to the record title owner of the Property identified above where C&N has performed subsurface compaction and grouting labor and workmanship, their successors, heirs and assigns (collectively, “Owner”), that all workmanship and materials will be free of Defect(s) not inherent to the work performed or materials used, and will conform to the representations made in the Owner's Contract/Proposal with C&N (“Warranted Work”). For purposes of this Warranty, a “Defect” is defined in each instance as a failure to meet commercially reasonable industry standards for workmanship. The Owner must retain and pay the Original Engineer of Record to perform any and all engineering investigation(s), and prepare a written report confirming the existence of Defects in the Warranted Work. In no event should Warranted Work include any engineering investigation(s) required to determine if a Defect exists. At its discretion and subject to the exclusions below, C&N will repair any Warranted Work determined by C&N to be defective, as provided herein, at no additional charge to the Owner. The obligations under this Warranty are limited to repairs caused by Additional Settlement of the Warranted Work (reopening of cracks, additional cracks, and/or further dropping or displacement of slab or foundation in excess of one-half of an inch), and shall in no event exceed, in the aggregate, the original price paid to C&N for the Warranted Work performed on the Project. This Warranty does not become effective, and C&N has no obligation hereunder, until all payments and amounts owed to C&N for any and all work performed on the Project, per C&N's records, are paid in full. C&N retains the right to satisfy its Warranty obligation by providing a refund to the Owner in an amount not to exceed original price paid to C&N for the Warranted Work performed on the Project, in lieu of repair or replacement. In any event, the total cumulative liability under this Warranty is strictly limited to the actual cost of the Warranted Work, and further, shall be limited to the dollar amount of the original payment to C&N for all Warranted Work performed and completed by C&N on the Project. This Warranty is transferrable by Owner to any subsequent owner during the Lifetime of the Property.

SECTION 3 – WHAT IS NOT COVERED

This Warranty covers Defects related only to Warranted Work performed and completed by C&N, as provided herein. This Warranty shall not extend to or cover damage or Defects related to the engineering, design, or remediation plan for the Property or Warranted Work. C&N makes no warranty regarding the suitability or fitness for the engineering, design, or

remediation plan (or the work/repairs/improvements required by same) for the Property. Further, this Warranty does not include, extend to, or cover Damage or Defects related to:

- Any alleged Defect or Damage not confirmed and verified in writing by the Original Engineer of Record.
- Future Earth Movement and/or Settlement associated with wind shear, pressure, thermo-expansion, contraction, faulty construction, or other Movement naturally occurring in the Earth or caused by Acts of Others or Acts of God.
- Cosmetic Components or Non-Foundation Components.
- Cosmetic Issues, Damage to any Non-Foundation Components, or any other portion of the Property caused by Future Earth Movement.
- Repairs, alterations, additions and/or improvements made to any Warranted Work, not performed by C&N.
- Defects or limitations in engineering, construction, design, or any Geotechnical Investigative Report(s) not prepared by and/or performed by C&N.
- Normal Raveling, Future Earth Movement, cracking, wear-and-tear, weathering, and/or corrosion of soils, surfaces and sub-surfaces, within one-half (1/2) of an inch, measured by the position and location of the Foundation.
- Any and all items and issues identified by any inspection report prepared by the Engineer of Record, or C&N, which are not included in the Warranted Work performed by C&N on the Property.
- Real property that was not part of the Property at the time the Warranted Work was performed by C&N.
- Any Damage or Defect caused or made worse by Owner's failure to give prompt and proper notice to C&N, as provided herein.
- Owner's failure to minimize or mitigate any Defect or Damage as soon as practicable.
- Any Defect or Damage caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation or public funds.
- Any Casualty, Defect or Damage beyond C&N's control.

SECTION 4 – LIMITS ON LIABILITY, CLAIMS, AND EXCLUSIVE REMEDY

LIMITATION ON LIABILITY: This Warranty sets forth the maximum liability for C&N in relation to the Warranted Work. **C&N SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM AND WHETHER OR NOT OCCASIONED BY C&N'S NEGLIGENCE. IN NO EVENT SHALL THE TOTAL LIABILITY OF C&N EXCEED THE PRICE PAID TO C&N FOR THE WARRANTED WORK PERFORMED ON THE PROJECT.** Depending on the state in which you live, these limitations and exclusions may not apply to you.

LIMITATION ON CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE: (1) OWNER SHALL HAVE NO CLAIM OUTSIDE THE TERMS OF THIS WARRANTY AGAINST C&N FOR ANY ALLEGED FAILURE. (2) OWNER SHALL HAVE NO CLAIM OUTSIDE THE TERMS OF THIS WARRANTY AGAINST C&N FOR ANY INJURY OR PROPERTY DAMAGE(S) ALLEGED TO HAVE BEEN CAUSED OR CONTRIBUTED TO BY C&N'S PERFORMANCE OF THE WARRANTED WORK. Any personal injuries or property damage resulting from the Warranted Work are expressly excluded.

LIMITATION ON REMEDY AND DISCLAIMER OF WARRANTIES: This Warranty sets forth the terms of all applicable warranty claims and operates to the exclusions of any other legal recovery, regardless of theory. This Warranty has no cash value. **IT IS EXPRESSLY AGREED THAT THE REMEDIES EXPRESSED IN THIS WARRANTY ARE THE OWNER'S EXCLUSIVE REMEDIES AND SHALL OPERATE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, GUARANTIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (EXPRESSLY INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO HABITABILITY, FITNESS, OR MERCHANTABILITY, WHICH ARE HEREBY DISCLAIMED) RESULTING FROM C&N'S PERFORMANCE OR REPAIR OF THE WARRANTED WORK. THE OWNER'S EXCLUSIVE REMEDY SHALL BE STRICTLY LIMITED TO CORRECTION OF ANY DEFECT IN WORKMANSHIP AND MATERIALS TO THE WARRANTED WORK, OR, AS OTHERWISE PROVIDED HEREIN, AT C&N'S SOLE AND ABSOLUTE DISCRETION. IN NO EVENT SHOULD THE OWNER BE ENTITLED TO CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, STRICT**

LIABILITY, OR OTHERWISE. C&N'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE ACTUAL PRICE PAID TO C&N FOR THE WARRANTED WORK PERFORMED ON THE PROJECT.

MODIFICATION AND EXTENSION: This Warranty shall not be extended, altered or varied except by a written instrument signed by an Officer of C&N. This Warranty contains all terms, conditions, agreements, exclusions, and obligation arising under the terms of C&N's Warranty. Any repair or replacement provided hereunder by C&N shall not create a new warranty nor extend the Lifetime term of this Warranty.

SECTION 5 – HOW TO FILE A CLAIM

In order to file a claim under this Warranty the Owner shall promptly notify C&N of any claim believed to arise hereunder, and shall provide C&N with a written report prepared by the Original Engineer of Record, confirming the existence of a Defect in the Warranted Work. C&N shall have no duty to perform under the terms of this Warranty for (a) any claim(s) of which it has not been notified, (b) any claims not verified by a written report prepared by the Original Engineer of Record, or (c) any claim(s) submitted ninety (90) days or more after the basis of the claim is discovered (or reasonably should have been discovered). Claims under this Warranty shall be submitted within thirty (30) days of discovery to C&N, in writing, and delivered to: **C&N Foundation Technologies, LLC, Attn: Warranty Claims Department, 30427 Commerce Dr, San Antonio, Florida 33576**. All claims must include the following information before they are considered complete for evaluation and inspection by C&N: (a) Name, address and telephone number of claimant and who to contact regarding the claim; (b) Address of the property involved; (c) Description of the claim (including photos, if available); (d) A summary of any prior attempts to address the claim; (e) Dates of ownership of the property involved; (f) Date the basis for claim was first discovered. Warranty investigation or repair will not be initiated by C&N upon any notice provided via telephone; all claims must be filed in writing. Owner's failure to provide proper and timely notice of a claim, as provided herein, shall automatically relieve C&N from any responsibility and/or liability under this Warranty.

SECTION 6 – INVESTIGATION OF CLAIM AND PERFORMANCE OF WARRANTED WORK

In response to any claim, C&N must be given a reasonable opportunity to investigate and inspect the Property for alleged Defects. Should Defects be discovered in any Warranted Work, and confirmed in writing by the Original Engineer of Record, C&N shall correct such Defects within a commercially reasonable time and manner, at no cost to the Owner, and shall reimburse the Owner for the actual cost paid by the Owner to the Original Engineer of Record for any engineering investigation(s) required hereunder. C&N retains the right to satisfy its warranty obligation by providing a refund to the Owner in an amount not to exceed the actual price of the Warranted Work performed on the Project and paid to C&N, in lieu of repair or replacement, if in its discretion C&N determines repair or replacement is not practical.

SECTION 7 – ARBITRATION

Any and all claims, disputes, controversies by or between the Owner and C&N arising from or related to this Warranty shall be resolved by binding arbitration. Agreeing to arbitration means you are giving up your right to a jury trial. Each party shall be responsible for its own attorneys' fees and costs incurred in enforcing this Warranty. The decision of the arbitrator shall be binding and may be entered as a judgment in any State or Federal court of competent jurisdiction. The Owner acknowledges that C&N's principal place of business is located in Pasco County, Florida and agrees that any arbitration shall be conducted in Pasco County, Florida pursuant to the American Arbitration Association's Construction Arbitration Rules and Mediation Procedures, or, by the mutual agreement of the Owner and C&N. The Owner further agrees that the Circuit Court for the Sixth Judicial Circuit in and for Pasco County, Florida shall have exclusive jurisdiction over all matters arising out of this Warranty.

SECTION 8 – TRANSFERABILITY OF LIMITED LIFETIME WARRANTY

The Owner has the right to transfer or assign this Warranty to any new owner of the Property within one hundred twenty (120) days after transfer of title (whether or not the transfer is reflected in the public records of the county where the Property is located). In order to transfer or assign this Warranty to a subsequent Owner, written notice of the transfer (which must include the date of the transfer and the new Owner's full name(s), address, telephone number(s), and email address(es)) must be provided to C&N, and the new Owner must accept all terms and conditions of this Warranty, in writing. ANY FAILURE TO TIMELY PROVIDE THE NEW OWNER'S INFORMATION TO C&N, OR, THE FAILURE OF THE NEW OWNER TO TIMELY ACCEPT THE TERMS AND CONDITIONS OF THIS WARRANTY SHALL CONSTITUTE A FULL COMPLETE RELEASE OF C&N'S LIABILITY HEREUNDER, AND THIS WARRANTY SHALL IMMEDIATELY BECOME VOID AND UNENFORCEABLE BY THE OWNER.

SECTION 9 – GENERAL TERMS GOVERNING WARRANTY

This Warranty supersedes and is in lieu of any and all other warranties (whether expressed or implied) that are either in addition to or in conflict with the term(s) and/or conditions(s) stated herein. This Warranty is not an insurance policy, maintenance agreement, or service contract. The Warranty pays for the cost of labor and materials to correct a Defect in the Warranted Work, as provided herein. The Owner has an obligation to care for and maintain the Property in such a way as to prevent or minimize Damage to the Property. Properties remediated after suspected Sinkhole activity often experience Settlement or Movement which is normal and customary, and is generally not considered a Defect of the Warranted Work. C&N's failure at any time to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or the right to enforce or exercise such provision in the future. In the event any provision of this Warranty is determined to be unenforceable, that determination will not affect the validity of the remaining provisions. This Warranty may be executed simultaneously in two or more counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument. For purposes of this Warranty, electronic or facsimile signatures shall be deemed originals.

IN WITNESS WHEREOF, the parties hereto have entered into this Warranty and agree to be bound by the terms hereof as of the last date written below.

OWNER

**C&N FOUNDATION TECHNOLOGIES, LLC, a
Florida limited liability company**

Print Name: _____

By: Stephen Odom

Date: _____

Title: VP

Date: 11-2015

Print Name: _____

Date: _____