

EXHIBIT B

INSURANCE CERTIFICATE FOR SOUTHEASTERN LAND DEVELOPMENT LLC

INSURANCE: Throughout the term of this contract SOUTHEASTERN LAND DEVELOPMENT LLC and any of its subcontractors will comply with the insurance requirements described in this section. In the event that SOUTHEASTERN LAND DEVELOPMENT LLC fails to maintain required insurance, Mecklenburg County shall be entitled to terminate or suspend the contract immediately.

SOUTHEASTERN LAND DEVELOPMENT LLC agrees to purchase and maintain the following insurance coverage during the life of the contract:

A) Automobile Liability

Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.

B) Commercial General Liability

Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.

C) Workers' Compensation

Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

"Mecklenburg County" shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this agreement.

"Mecklenburg County" shall be included as an additional insured under the auto liability

SOUTHEASTERN LAND DEVELOPMENT LLC shall not commence any work in connection with the resulting agreement until it has obtained all of the types of insurance set forth in this section and furnished Mecklenburg County with proof of insurance coverage by certificates of insurance accompanying the contract. SOUTHEASTERN LAND DEVELOPMENT LLC shall be responsible for notifying Mecklenburg County of any material changes (including renewals) to or cancellation of the insurance coverages required above. Notice to Mecklenburg County must be completed in writing within 48 hours of the changes.

SOUTHEASTERN LAND DEVELOPMENT LLC is advised that if any part of the work under the contract is sublet, it should require sub-contractor(s) to carry insurance as required above. However, this will in no

way relieve SOUTHEASTERN LAND DEVELOPMENT LLC from providing full insurance coverage on all phases of the project, including any that are sublet.

All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, SOUTHEASTERN LAND DEVELOPMENT LLC must submit evidence of the right to self-insure as provided by the State of North Carolina.

Mecklenburg County shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of SOUTHEASTERN LAND DEVELOPMENT LLC and/or subcontractor.

SOUTHEASTERN LAND DEVELOPMENT LLC's insurance shall be primary of any self-funding and/or insurance otherwise carried by Mecklenburg County for all loss or damages arising from SOUTHEASTERN LAND DEVELOPMENT LLC's operations under this agreement. SOUTHEASTERN LAND DEVELOPMENT LLC and each of its subcontractors shall and does waive all rights of subrogation against Mecklenburg County and each of the other indemnities under this agreement.