

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

**POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056 - 1529**

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX

**372 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055**

AGENDA

February 07, 2019

5:30 P.M.

Opportunity for public comment shall be in accordance with Rule 4.704. Each person who wishes to address the Commission regarding the Consent Agenda or any Discussion and Action Agenda Item shall complete one comment card for each item and submit the card or cards to County staff in the front of the meeting room. Cards shall be submitted before the meeting is called to order.

Rules of decorum and rules for public participation are attached to the agenda handouts.

Invocation (Commissioner Rocky Ford)

Pledge to U.S. Flag

Staff or Commissioner Additions or Deletions to Agenda

Approval of Agenda

Presentation of Ministerial Matters Not Requiring Public Comment

Stephen Dicks, FFA

- (1) Proclamation No. 2019P-3 - National FFA Organization Week in Columbia County
- February 16-23, 2019 (p.1)

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items

David Kraus, Assistant County Manager, Administration

- (1) Interlocal Agreement with City of Lake City - Study of the Wastewater Collections System (p.3)
- (2) Interlocal Agreement with City of Lake City - Bell Road Utilities (p.9)
- (3) Resolution Establishing Employee Recognition Program (p.14)

Discussion and Action Items (Continued...)

Kevin Kirby, Assistant County Manager, Operations

- (4) BA 19-31 - Bid No. 2018-6 - High Falls Road Bridge Replacement - \$333,124 (p.17)
- (5) Request for Maintenance - Ft. White and Heavenly Rest Cemeteries (p.80)

Joel Foreman, County Attorney

- (6) Resolution 2019R-5 - Authorizing Eminent Domain of Three Parcels for the Bell Road Project (p.86)
- (7) Board Consideration to take over Code Enforcement for the Town of Ft. White (p.92)
- (8) Memorandum of Understanding – School Board Use of South Columbia Sports Park (p.96)

Ben Scott, County Manager

- (9) Cannon Creek Project Land Purchase - \$742,320 (p.100)
- (10) BA 19-30 Equipment Purchases - \$592,810 (p.188)
- (11) Right-Of-Way Acquisition Agent Agreement (p.192)

Open Public Comments to the Board – 2 Minute Limit

Staff Comments

Commissioner Comments

Adjournment



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 1/23/2019 Meeting Date: 2/7/2019

Name: Penny Stanley Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "Penny Stanley", is written over a light blue rectangular background.

1. Nature and purpose of agenda item:

Stephen Dicks, FFA
Proclamation No. 2019P-3 - National FFA Organization Week in Columbia County - February 16-23, 2019

2. Recommended Motion/Action:

Requesting Approval of Proclamation No. 2019P-3 - National FFA Organization Week in Columbia County - February 16-23, 2019

3. Fiscal impact on current budget.

This item has no effect on the current budget.

PROCLAMATION 2019P-3

A PROCLAMATION BY THE CHAIRMAN OF THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS DESIGNATING THE WEEK OF FEBRUARY 16 THROUGH FEBRUARY 23, 2019 AS NATIONAL FFA ORGANIZATION WEEK IN COLUMBIA COUNTY.

WHEREAS, Columbia County has a rich heritage in agriculture; and

WHEREAS, the National FFA Organization has been present in Columbia County for the past 84 years; and

WHEREAS, the National FFA Organization provides a strong foundation for the youth of Columbia County and the future of food, fiber and natural resource systems; and

WHEREAS, the National FFA Organization promotes leadership, personal growth and career success among its members; and

WHEREAS, agriculture education and the National FFA Organization ensure a steady supply of young professionals to meet the growing demands in the science, business and technology of agriculture; and

WHEREAS, the National FFA Organization motto-"learning to do, doing to learn, earning to live, living to serve"-gives direction of purpose to these students who take an active role in succeeding in agriculture education; and

WHEREAS, the National FFA Organization promotes citizenship, volunteerism, patriotism, and cooperation.

NOW THEREFORE, I hereby proclaim the week of February 16 through 23, 2019 as National FFA Organization week in Columbia County, Florida. Proclaimed this 7th day of February, 2019.

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA

BY: _____
Ronald Williams, Chairman

ATTEST:

(SEAL)

P. DeWitt Cason, Clerk of Court



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

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Today's Date: 2/1/2019 Meeting Date: 2/7/2019

Name: David Kraus Department: BCC Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

Interlocal Agreement on the City's study of the wastewater collection system outlining the roles and responsibilities of the County and the City.

2. Recommended Motion/Action:

Motion to approve an Interlocal Agreement with the City of Lake City on the study of the City Wastewater Collections System.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Ben Scott County Manager via David Kraus Assistant County Manager
FR: David Kraus, Assistant County Manager
DATE: 1/31/2019
RE: Interlocal Agreement with City – Wastewater Collection Study

In June 2018, the City and County discussed applying for a Rural Infrastructure Fund (RIF) grant to study the restrictions in the wastewater collection system between Bell Road and St Margaret's Street that prevented sewer capacity flows from reaching the treatment plants. The City of Lake City elected to expand the RIF request to study the City's entire wastewater collection system. Once the study is completed, the additional wastewater capacity needs for the County's targeted economic development areas, such as the Bell Road Corridor, can be addressed.

Although this is a City of Lake City grant request, the Florida Department of Economic Development (DEO) has tentatively approved the study contingent upon an interlocal agreement between the City and the County. We are currently working to finalize the interlocal agreement on this project. Due to the time sensitivity of this project, staff has placed the draft Interlocal Agreement on the Agenda and will notify the Board of any revisions prior to the adoption of the Agreement.

Staff request the Columbia County Board of County Commissioners adopt an Interlocal Agreement with the City of Lake City for a Rural Infrastructure Fund Grant to study the City of Lake City's Wastewater Collections System

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

XC: File

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKE CITY AND COLUMBIA COUNTY
FOR THE STUDY OF THE WASTEWATER COLLECTION SYSTEM

THIS AGREEMENT FOR THE STUDY OF THE WASTE WATER COLLECTIONS SYSTEM is entered into the ____ day of _____, 2019, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein “County”), and **THE CITY OF LAKE CITY**, a Florida municipality, whose mailing address is 205 N Marion Street, Lake City, Florida 32025 (herein “CITY”).

RECITALS

WHEREAS, the City has applied for a Rural Infrastructure Fund grant for a study to identify areas of the City-owned wastewater collection system where flow is restricted, limiting the capacity to treat wastewater and therefore limiting economic development in key areas of the City and County;

WHEREAS, the City operates water, wastewater, and gas utilities within the City limits and the unincorporated areas of Columbia County and these utilities are essential to the economic development of both the City and the County;

WHEREAS, the County and its Economic Development Department present work cooperatively with the City on various economic and infrastructure development projects, including but not limited to providing assistance with preparation and administration of grants; and

WHEREAS, the City and the County agree it is consistent with their respective Comprehensive Plans and in the best interest of each entity and the public that they work together to apply for and administer funds pursuant to a Rural Infrastructure Fund grant to conduct a study of the City’s wastewater collection system to identify those restrictions limiting capacity of the system and identify solutions to remove those limitations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, County and City agree as follows:

Recitals Incorporated. The recitals above are true and correct and are incorporated herein by reference.

Services Provided. The parties, through their respective staff, shall work together towards the completion of a study of the City's wastewater collection system with specific responsibilities divided as follows:

- a) The County shall assist the City with writing, requesting, and administering any grants for this project.
- b) The City shall select an engineering firm to conduct any study ordered pursuant to this Agreement, and procurement shall be in compliance with all City and State laws, policies, and procedures.
- c) The City's and the County's respective staff shall provide to one another and third parties any technical information necessary to effect this Agreement.
- d) It is understood that the City and the County may provide the project with in-kind force labor. The City and the County shall have responsibility for their respective crews.
- e) Upon completion of the study authorized by this Interlocal Agreement, and subject to approval of their respective governing boards, the City and County will cooperating in the design, construction, and other implementation of the solutions identified by the study or studies. Upon completion of any infrastructure projects completed pursuant to this Agreement, the City shall be owner of said infrastructure improvements and shall be responsible for perpetual maintenance, if any. The terms of this provision shall survive this Agreement

Controlling Law. This contract is to be governed by the laws of the State of Florida and the sole and exclusive venue for any legal action shall be the state courts located in Columbia County, Florida. Each party waives its right to any other venue.

Amendment. This contract constitutes the entire agreement between the City and County, and all negotiations and oral understandings between the parties are merged herein. This contract may be supplemented or amended only by a written document executed by both the City and County in the same manner as this Agreement.

Non-assignability. Neither party shall assign any rights or delegate any duties arising under this contract without prior written consent of the other party.

Severability. If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF LAKE CITY

COLUMBIA COUNTY, FLORIDA

Stephen M. Witt, Mayor

Ron Williams, Chair

Attest:

P. DeWitt Cason, Clerk of Courts

Approved as to Form:

Fred Koberlein, City Attorney

Joel Foreman, County Attorney



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

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Today's Date: 1/31/2019 Meeting Date: 2/7/2019

Name: David Kraus Department: BCC Administration

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Interlocal Agreement for Design, Engineering and Permitting of the Bell Road Utilities

2. Recommended Motion/Action:

Motion to approve Interlocal agreement with the City of Lake City for Bell Road Utilities

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Ben Scott County Manager via David Kraus Assistant County Manager
FR: David Kraus, Assistant County Manager
DATE: 1/31/2019
RE: Interlocal Agreement with City – Bell Road Utility Design

On Monday January 28, 2019, the County received notification from the Florida Department of Economic Opportunity indicating that they have reviewed and approved a Rural Infrastructure Fund grant for \$100,000 to complete the design, engineering and permitting of the utilities for the Bell Road Corridor. This approval is “contingent upon the receipt of the signed Interlocal Agreement.” We are currently working to finalize the interlocal agreement on this project.

The design, engineering and permitting of the roadway is complete and the County is ready to proceed with construction of the road. However, construction cannot proceed until the utility design and engineering is complete as the construction of utilities will impact the road. Due to the time sensitivity of this project, staff has placed the draft Interlocal Agreement on the Agenda and will notify the Board of any revisions prior to the adoption of the Agreement.

Staff request the Columbia County Board of County Commissioners adopt an Interlocal Agreement with the City of Lake City for water, wastewater and natural gas utilities along the Bell Road Corridor.

XC: File

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKE CITY AND COLUMBIA COUNTY
FOR WATER, WASTEWATER AND NATURAL GAS
UTILITIES ALONG THE BELL ROAD CORRIDOR

THIS AGREEMENT FOR MUNICIPAL UTILITIES ALONG THE BELL ROAD CORRIDOR is entered into the ____ day of _____, 2019, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein “County”), and **THE CITY OF LAKE CITY**, a Florida municipality, whose mailing address is 205 N Marion Street, Lake City, Florida 32025 (herein “CITY”).

RECITALS

WHEREAS, the City operates water, wastewater, and gas utilities within the City limits and the unincorporated areas of Columbia County and these utilities are essential to the economic development of both the City and the County;

WHEREAS, the County and its Economic Development Department present work cooperatively with the City on various economic and infrastructure development projects, including but not limited to providing assistance with preparation and administration of grants;

WHEREAS, the County and the Florida Department of Transportation have funded the paving of Bell Road; and that it is in the interest of both the County and the City to complete the design and engineering of the utilities needed along this corridor prior to the paving of the road;

WHEREAS, the County has applied for a Rural Infrastructure Fund grant to design, engineer and permit water, wastewater and natural gas utilities for the Bell Road Corridor that will improve the City’s utility system and provide economic development opportunities for both the City and County; and

WHEREAS, the City and the County agree it is consistent with their respective Comprehensive Plans and in the best interest of each entity and the public that they work together to apply for and administer funds pursuant to a Rural Infrastructure Fund grant for the design, engineering and permitting of utilities for the Bell Road Corridor Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, County and City agree as follows:

Recitals Incorporated. The recitals above are true and correct and are incorporated herein by reference.

Services Provided. The parties, through their respective staff, shall work together towards the completion of the design, engineering and permitting of the City's water distribution, wastewater collection, and natural gas systems with specific responsibilities divided as follows:

- a) The County shall write, request and administer any grants for this project.
- b) The County shall select an engineering firm to design, engineer and permit the utilities along Bell Road pursuant to this Agreement and that the design and engineering of the utilities will be compliant with the utility construction standards established by the City.
- c) The City's and the County's respective staff shall provide to one another and third parties any technical information necessary to effect this Agreement.
- d) Upon completion of the work authorized by this Interlocal Agreement, the County, working cooperatively with the City, will work to construct the water, wastewater and gas utilities for the Bell Road Corridor.
- e) It is understood that the City and the County may provide the project with in-kind force labor. The City and the County shall have responsibility for their respective crews.
- f) Upon completion of any infrastructure projects completed pursuant to this Agreement, the City shall be owner of said infrastructure improvements and shall be responsible for perpetual maintenance, if any. The terms of this provision shall survive this Agreement.

Controlling Law. This contract is to be governed by the laws of the State of Florida and the sole and exclusive venue for any legal action shall be the state courts located in Columbia County, Florida. Each party waives its right to any other venue.

Amendment. This contract constitutes the entire agreement between the City and County, and all negotiations and oral understandings between the parties are merged herein. This contract may be supplemented or amended only by a written document executed by both the City and County in the same manner as this Agreement.

Non-assignability. Neither party shall assign any rights or delegate any duties arising under this contract without prior written consent of the other party.

Severability. If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such items or provision, to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF LAKE CITY

COLUMBIA COUNTY, FLORIDA

Stephen M. Witt, Mayor

Ron Williams, Chair

Attest:

P. DeWitt Cason, Clerk of Courts

Approved as to Form:

Fred Koberlein, City Attorney

Joel Foreman, County Attorney



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

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Today's Date: 1/10/2019 Meeting Date: 2/7/2019

Name: David Kraus Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to read "DK", is written over a light blue rectangular background.

1. Nature and purpose of agenda item:

To Establish an Employee Recognition Program

2. Recommended Motion/Action:

Motion to approve Resolution 2019R-2

3. Fiscal impact on current budget.

This item has no effect on the current budget.

RESOLUTION NO. 2019R-2

**A RESOLUTION OF THE COLUMBIA COUNTY
FLORIDA BOARD OF COUNTY COMMISSIONERS
ESTABLISHING AN EMPLOYEE RECOGNITION
AWARDS PROGRAM**

WHEREAS, the Board of County Commissioners of Columbia County wishes to recognize those employees of the County that have demonstrated their commitment to the citizens of Columbia County through their service tenure, their exemplary actions over and beyond their normal duties, or their substantial contributions to our community; and

WHEREAS, the Board of County Commissioners of Columbia County has recognized outstanding employees in the past and desires to continue these efforts through a more formal process; and

WHEREAS, it is in the public interest to promote, encourage and recognize exceptional public service by our County employees

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY:

Section 1. Columbia County establishes an Employee Recognition Awards Program whereas all full and part time employees that have completed their initial probationary period and do not have any active disciplinary actions pending are eligible for award nomination

Section 2. The Human Resources Department will award employees that have reached the incremental service milestones of 5, 10, 15, 20, 25 and 30 years of continuous service with a longevity service award. This award will be in the form of a service pin or other appropriate award. The County will recognize service of 10, 20 and

30 years with a plaque and/or resolution presented at a County Commission meeting annually in September.

Section 3. Employees and Supervisors may nominate an employee for a Performance Award through the Human Resources Department. The Performance Award is to recognize an employee whose actions and work exceed the scope of their duties and are above and beyond normal expectations for their position. No anonymous nominations will be accepted. The County Manager and Assistant County Managers will approve the selection of any recipient. The nominator must be someone who works with the employee and has in-depth knowledge of the employee's contribution for which they are being nominated. These awards will be scheduled for a meeting of the County Commission and shall be in the form of a plaque, framed certificate, or similar memento with a dollar value not to exceed \$100.00.

Section 4. Any employee, supervisor or member of the public may nominate an employee for a letter of commendation at any time by submitting the Employee Commendation Notice to the Human Resources Department.

Adopted this ____ day, _____, 2018.

**COLUMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**

Ronald Williams, Chairman

ATTEST:

P. DeWitt Cason, Clerk



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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Today's Date: 1/29/2019 Meeting Date: 2/7/2019

Name: Ray Hill Department: Purchasing

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Approve Bid No. 2018-6 High Falls Road Bridge Replacement and the proposed contract

2. Recommended Motion/Action:

Approve BA 19-31 and Award Bid to Curt's Construction in the amount of \$333,123.60. Approve attached contract.

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below. The budget amendment number is BA 19-31 using fund(s) 303-ROAD IMPROVEMENT FUND.

Table with 3 columns: FROM, TO, AMOUNT. FROM: 303-0000-389.04-00 OTHER SOURCES / CASH BALANCE FORWARD; TO: 303-5420-541.30-46 OPERATING EXPENDITURES / REPAIRS & MAINTENANCE; AMOUNT: \$333,124.00

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Board of Commissioners
FR: Ray Hill, Purchasing Director *C Ray Hill*
DATE: January 29, 2019
RE: Bid Award Bid No. 2018-6 High Falls Road Bridge Replacement

I have reviewed the bids for the above referenced project with Chad Williams, County Engineer and Kevin Kirby, Assistant County Manager. We recommend awarding this bid to Curt's Construction in the amount of \$333,123.60.

CDM Contracting of Lake Butler was the low bidder at \$328, 713.32, however, Curt's Construction formally requested Local Preference under our Purchasing Policy. The request meets the guidelines set forth in the policy therefore Curt's Bid is recommended.

I have attached the bid tab and the proposed contract for your review.

XC:

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

Bid No. 2018-6 Columbia County Board of County Commissioners

High Falls Road Bridge Replacement

Bid Opening 1/28/19

Company Name	Amount
Florida Fill & Grading	Base Bid \$385,097.00 Alternate Bid \$26,000
CDM Contracting, Inc.	Base Bid \$328,713.32 Alternate Bid \$9,020
Commercial Industrial Corp.	Base Bid \$730,033.50 Alternate Bid \$75,000
Curt's Construction, Inc.	Base Bid \$333,123.60 Alternate Bid \$11,680
Anderson Columbia Co. Inc.	Base Bid \$490,916.10 Alternate Bid \$38,000

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY PROJECT NUMBER 2018-06
High Falls Road Bridge Replacement**

Gentlemen:

The undersigned, as bidder, hereby declares that he has examined the contract documents and informed himself fully in regard to all conditions pertaining to the work to be done; that he has examined the specifications for the work and other contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

The bidder agrees, if this bid is accepted, to contract with the Columbia County Board of County Commissioners to furnish everything necessary to complete the work covered by this bid and other contract documents for the Columbia County Board of County Commissioners. The Contractor assumes full responsibility for all quantities used in his/her bid. The contractor shall coordinate his construction with all proposed utilities on the site.

HIGH FALLS ROAD BRIDGE REPLACEMENT

NFPS Project No.: L180625CCB

Pay Item No	Pay Item Description	Quantity	Units	Unit Price	Total Cost
101 1	Mobilization	1.0	LS	46460	46,460 ⁰⁰
102 1	Maintenance of Traffic	1.0	LS	18000	18,000 ⁰⁰
104 10 3	Sediment Barrier	260.0	LF	10	2,600 ⁰⁰
104 11	Floating Turbidity Barrier	65.0	LF	75	4,875 ⁰⁰
110 1 1	Clearing and Grubbing	0.5	AC	40000	20,000 ⁰⁰
160 4	Type B Stabilization	1,089.0	SY	6	6,534 ⁰⁰
120 2 2	Borrow Excavation, Truck Measure	855.0	CY	20	17,100 ⁰⁰
120 71	Regular Excavation	260.0	CY	10	2,600 ⁰⁰
339 1	Miscellaneous Asphalt Pavement	13.4	TN	400	5,360 ⁰⁰
400 4 1	Concrete Class IV, Culverts	132.3	CY	1000	132,300 ⁰⁰
415 1 1	Reinforcing Steel - Roadway	33,227.0	LB	2	66,454 ⁰⁰
430 175 148	Pipe Culvert, Opt Material, Round, 48" S/CD	96.0	LF	80	7,680 ⁰⁰
530 3 3	Riprap - Rubble, Bank and Shore	37.2	TN	200	7,440 ⁰⁰
530 74	Bedding Stone	113.0	TN	80	9,040 ⁰⁰
536 1 1	Guardrail - Roadway, General TL - 3	401.0	LF	45	18,045 ⁰⁰
536 7 2	Special Gaurdrail Post- Special Steel Post For Concrete Structure Mount	12.0	EA	1000	12,000 ⁰⁰
536 85 25	Guardrail End Treatment - Trailing Anchorage Type II	3.0	EA	1500	4,500 ⁰⁰
536 85 26	Guardrail End Treatment - Type CRT	1.0	EA	1200	1,200 ⁰⁰
570 1 1	Performance Turf	817.0	SY	1	817 ⁰⁰
570 1 2	Performance Turf, SOD	273.0	SY	4	1,092 ⁰⁰
700 1 11	Single Post Sign, F&I Ground Mount, Up To 12 SF	2.0	AS	500	1,000 ⁰⁰

GRAND TOTAL 385,097⁰⁰

Contractor Name: Florida Fill & Grading, Inc.
Contractor Signature: Jeanette Boone, Pres.

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY PROJECT NUMBER 2018-06
High Falls Road Bridge Replacement**

ADDENDA	
NUMBER	DATE SENT
N/A	

BID TOTAL FOR HIGH FALLS ROAD BRIDGE REPLACEMENT
Three hundred, Eighty-five thousand & twenty-seven dollars & 00/100 \$ 305,097.00

BID ALTERNATE 1 - DEMOLITION AND DISPOSAL OF EXISTING BRIDGE
Twenty-six thousand & 00/100 \$ 26,000.00

Because of funding constraints, the County intends to self-perform the demolition and disposal of the existing timber pile and concrete deck bridge. However, the County desires to have the Contractor provide a Bid Alternate lump sum price for removing and disposing of the existing bridge. The existing 3-span bridge has timber piles, concrete caps, concrete beams and precast concrete deck panels that are 4' x 13'. The surface area of the bridge is roughly 800 SF.

Contractor Name: Florida Fill & Grading, Inc.
 Contractor Signature: Janette L. Brock, President

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY PROJECT NUMBER 2018-06
High Falls Road Bridge Replacement**

Gentlemen:

The undersigned, as bidder, hereby declares that he has examined the contract documents and informed himself fully in regard to all conditions pertaining to the work to be done; that he has examined the specifications for the work and other contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

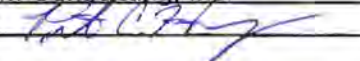
The bidder agrees, if this bid is accepted, to contract with the Columbia County Board of County Commissioners to furnish everything necessary to complete the work covered by this bid and other contract documents for the Columbia County Board of County Commissioners. The Contractor assumes full responsibility for all quantities used in his/her bid. The contractor shall coordinate his construction with all proposed utilities on the site.

HIGH FALLS ROAD BRIDGE REPLACEMENT

NFPS Project No.: L180625CCB

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
101 1	Mobilization	1.0	LS	\$32,500.00	\$32,500.00
102 1	Maintenance of Traffic	1.0	LS	\$9,270.00	\$9,270.00
104 10 3	Sediment Barrier	260.0	LF	\$8.67	\$2,254.20
104 11	Floating Turbidity Barrier	65.0	LF	\$19.58	\$1,272.70
110 1 1	Clearing and Grubbing	0.5	AC	\$12,552.00	\$6,276.00
160 4	Type B Stabilization	1,089.0	SY	\$15.70	\$17,097.30
120 2 2	Borrow Excavation, Truck Measure	855.0	CY	\$11.63	\$9,943.65
120 71	Regular Excavation	260.0	CY	\$30.00	\$7,800.00
339 1	Miscellaneous Asphalt Pavement	13.4	TN	\$575.65	\$7,713.71
400 4 1	Concrete Class IV, Culverts	132.3	CY	\$953.37	\$126,130.85
415 1 1	Reinforcing Steel - Roadway	33,227.0	LB	\$1.11	\$36,881.97
430 175 148	Pipe Culvert, Opt Material, Round, 48" S/CD	96.0	LF	\$69.75	\$6,696.00
530 3 3	Riprap - Rubble, Bank and Shore	37.2	TN	\$208.24	\$7,746.53
530 74	Bedding Stone	113.0	TN	\$112.52	\$12,714.76
536 1 1	Guardrail - Roadway, General TL - 3	401.0	LF	\$57.45	\$23,037.45
536 7 2	Special Gaurdrail Post- Special Steel Post For Concrete Structure Mount	12.0	EA	\$334.52	\$4,014.24
536 85 25	Guardrail End Treatment - Trailing Anchorage Type II	3.0	EA	\$2,082.00	\$6,246.00
536 85 26	Guardrail End Treatment - Type CRT	1.0	EA	\$4,175.00	\$4,175.00
570 1 1	Performance Turf	817.0	SY	\$2.51	\$2,050.67
570 1 2	Performance Turf, SOD	273.0	SY	\$15.73	\$4,294.29
700 1 11	Single Post Sign, F&I Ground Mount, Up To 12 SF	2.0	AS	\$299.00	\$598.00
GRAND TOTAL					\$328,713.32

Contractor Name: CDM Contracting, Inc.

Contractor Signature: 

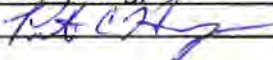
**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
 COLUMBIA COUNTY PROJECT NUMBER 2018-06
 High Falls Road Bridge Replacement**

ADDENDA	
NUMBER	DATE SENT

BID TOTAL FOR HIGH FALLS ROAD BRIDGE REPLACEMENT
\$328,713.32

BID ALTERNATE 1 - DEMOLITION AND DISPOSAL OF EXISTING BRIDGE
\$9,020.00

Because of funding constraints, the County intends to self-perform the demolition and disposal of the existing timber pile and concrete deck bridge. However, the County desires to have the Contractor provide a Bid Alternate lump sum price for removing and disposing of the existing bridge. The existing 3-span bridge has timber piles, concrete caps, concrete beams and precast concrete deck panels that are 4' x 13'. The surface area of the bridge is roughly 800 SF.

Contractor Name: CDM Contracting, Inc.
 Contractor Signature: 

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY PROJECT NUMBER 2018-06
High Falls Road Bridge Replacement

Gentlemen:

The undersigned, as bidder, hereby declares that he has examined the contract documents and informed himself fully in regard to all conditions pertaining to the work to be done; that he has examined the specifications for the work and other contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

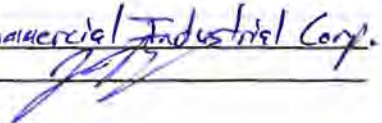
The bidder agrees, if this bid is accepted, to contract with the Columbia County Board of County Commissioners to furnish everything necessary to complete the work covered by this bid and other contract documents for the Columbia County Board of County Commissioners. The Contractor assumes full responsibility for all quantities used in his/her bid. The contractor shall coordinate his construction with all proposed utilities on the site.

HIGH FALLS ROAD BRIDGE REPLACEMENT

NFPS Project No.: L180625CCB

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
101 1	Mobilization	1.0	LS	325,000 ⁰⁰	325,000 ⁰⁰
102 1	Maintenance of Traffic	1.0	LS	29,600 ⁰⁰	19,693.97
104 10 3	Sediment Barrier	260.0	LF	2.	506.79
104 11	Floating Turbidity Barrier	65.0	LF	15.	931.15
110 1 1	Clearing and Grubbing	0.5	AC	50,000 ⁰⁰	24,178.42
160 4	Type B Stabilization	1,089.0	SY	6.5	7,040.99
120 2 2	Borrow Excavation, Truck Measure	855.0	CY	20.	15,973.59
120 71	Regular Excavation	260.0	CY	6.5	1,673.27
339 1	Miscellaneous Asphalt Pavement	13.4	TN	300.	3,929.74
400 4 1	Concrete Class IV, Culverts	132.3	CY	1,780 ⁰⁰	233,655.24
415 1 1	Reinforcing Steel - Roadway	33,227.0	LB	1.3	36,282.87
430 175 148	Pipe Culvert, Opt Material, Round, 48" S/CD	96.0	LF	175.	16,361.22
530 3 3	Riprap - Rubble, Bank and Shore	37.2	TN	135.	5,041.41
530 74	Bedding Stone	113.0	TN	78.	8,627.28
536 1 1	Guardrail - Roadway, General TL - 3	401.0	LF	30.	11,380.54
536 7 2	Special Gaurdrail Post- Special Steel Post For Concrete Structure Mount	12.0	EA	352.	4,216.52
536 85 25	Guardrail End Treatment - Trailing Anchorage Type II	3.0	EA	2,165 ⁰⁰	6,486.45
536 85 26	Guardrail End Treatment - Type CRT	1.0	EA	3,920 ⁰⁰	3,919.20
570 1 1	Performance Turf	817.0	SY	2.75	2,218.01
570 1 2	Performance Turf, SOD	273.0	SY	4.75	1,294.55
700 1 11	Single Post Sign, F&I Ground Mount, Up To 12 SF	2.0	AS	810.	1,621.74

GRAND TOTAL 730,033.50

Contractor Name: Commercial Industrial Corp.
 Contractor Signature: 

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY PROJECT NUMBER 2018-06
High Falls Road Bridge Replacement**

ADDENDA	
NUMBER	DATE SENT

BID TOTAL FOR HIGH FALLS ROAD BRIDGE REPLACEMENT
\$730,033.50

BID ALTERNATE 1 - DEMOLITION AND DISPOSAL OF EXISTING BRIDGE
\$ 75,000.00

Because of funding constraints, the County intends to self-perform the demolition and disposal of the existing timber pile and concrete deck bridge. However, the County desires to have the Contractor provide a Bid Alternate lump sum price for removing and disposing of the existing bridge. The existing 3-span bridge has timber piles, concrete caps, concrete beams and precast concrete deck panels that are 4' x 13'. The surface area of the bridge is roughly 800 SF.

Contractor Name: Commercial Industrial Corp
 Contractor Signature: _____

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY PROJECT NUMBER 2018-06
High Falls Road Bridge Replacement

Gentlemen:

The undersigned, as bidder, hereby declares that he has examined the contract documents and informed himself fully in regard to all conditions pertaining to the work to be done; that he has examined the specifications for the work and other contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

The bidder agrees, if this bid is accepted, to contract with the Columbia County Board of County Commissioners to furnish everything necessary to complete the work covered by this bid and other contract documents for the Columbia County Board of County Commissioners. The Contractor assumes full responsibility for all quantities used in his/her bid. The contractor shall coordinate his construction with all proposed utilities on the site.

HIGH FALLS ROAD BRIDGE REPLACEMENT

NFPS Project No.: L180625CCB

Pay Item No	Pay Item Description	Quantity	Units	Unit Price	Total Cost
101 1	Mobilization	1.0	LS	25,505.00	25,505.00
102 1	Maintenance of Traffic	1.0	LS	7,090.00	7,090.00
104 10 3	Sediment Barrier	260.0	LF	8.60	2,236.00
104 11	Floating Turbidity Barrier	65.0	LF	18.10	1,176.50
110 1 1	Clearing and Grubbing	0.5	AC	17,000.00	8,500.00
160 4	Type B Stabilization	1,089.0	SY	8.10	8,820.90
120 2 2	Borrow Excavation, Truck Measure	855.0	CY	20.85	17,826.75
120 71	Regular Excavation	260.0	CY	52.25	13,585.00
339 1	Miscellaneous Asphalt Pavement	13.4	TN	221.00	2,961.40
400 4 1	Concrete Class IV, Culverts	132.3	CY	1,280.00	169,344.00
415 1 1	Reinforcing Steel - Roadway	33,227.0	LB	0.50	16,613.50
430 175 148	Pipe Culvert.Opt Material, Round, 48" S/CD	96.0	LF	159.85	15,345.60
530 3 3	Riprap - Rubble, Bank and Shore	37.2	TN	105.00	3,906.00
530 74	Bedding Stone	113.0	TN	123.50	13,955.50
536 1 1	Guardrail - Roadway, General TL - 3	401.0	LF	35.50	14,235.50
536 7 2	Special Gaurdrail Post- Special Steel Post For Concrete Structure Mount	12.0	EA	340.80	4,089.60
536 85 25	Guardrail End Treatment - Trailing Anchorage Type II	3.0	EA	825.00	2,475.00
536 85 26	Guardrail End Treatment - Type CRT	1.0	EA	2,290.00	2,290.00
570 1 1	Performance Turf	817.0	SY	1.15	939.55
570 1 2	Performance Turf, SOD	273.0	SY	4.60	1,255.80
700 1 11	Single Post Sign, F&I Ground Mount, Up To 12 SF	2.0	AS	486.00	972.00
GRAND TOTAL				333,123.60	

Contractor Name: Curt's Construction, Inc.

Contractor Signature: Dana Hayes

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
 COLUMBIA COUNTY PROJECT NUMBER 2018-06
 High Falls Road Bridge Replacement**

ADDENDA	
NUMBER	DATE SENT

BID TOTAL FOR HIGH FALLS ROAD BRIDGE REPLACEMENT
\$ 333,123.60

BID ALTERNATE 1 - DEMOLITION AND DISPOSAL OF EXISTING BRIDGE
\$ 11,680.00

Because of funding constraints, the County intends to self-perform the demolition and disposal of the existing timber pile and concrete deck bridge. However, the County desires to have the Contractor provide a Bid Alternate lump sum price for removing and disposing of the existing bridge. The existing 3-span bridge has timber piles, concrete caps, concrete beams and precast concrete deck panels that are 4' x 13'. The surface area of the bridge is roughly 800 SF.

Contractor Name: Curt's Construction, Inc.
 Contractor Signature: *Dana Haynes*

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY PROJECT NUMBER 2018-06
High Falls Road Bridge Replacement**

Gentlemen:

The undersigned, as bidder, hereby declares that he has examined the contract documents and informed himself fully in regard to all conditions pertaining to the work to be done; that he has examined the specifications for the work and other contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

The bidder agrees, if this bid is accepted, to contract with the Columbia County Board of County Commissioners to furnish everything necessary to complete the work covered by this bid and other contract documents for the Columbia County Board of County Commissioners. The Contractor assumes full responsibility for all quantities used in his/her bid. The contractor shall coordinate his construction with all proposed utilities on the site.

HIGH FALLS ROAD BRIDGE REPLACEMENT

NFPS Project No.: L180625CCB

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
101 1	Mobilization	1.0	LS	\$ 91,637.25	\$ 91,637.25
102 1	Maintenance of Traffic	1.0	LS	\$ 9,545.33	\$ 9,545.33
104 10 3	Sediment Barrier	260.0	LF	\$ 15.72	\$ 4,087.20
104 11	Floating Turbidity Barrier	65.0	LF	\$ 19.09	\$ 1,240.85
110 1 1	Clearing and Grubbing	0.5	AC	\$ 58,832.39	\$ 29,416.20
160 4	Type B Stabilization	1,089.0	SY	\$ 5.54	\$ 6,033.06
120 2 2	Borrow Excavation, Truck Measure	855.0	CY	\$ 16.08	\$ 13,748.40
120 71	Regular Excavation	260.0	CY	\$ 25.15	\$ 6,539.00
339 1	Miscellaneous Asphalt Pavement	13.4	TN	\$ 365.43	\$ 4,896.76
400 4 1	Concrete Class IV, Culverts	132.3	CY	\$ 1,566.61	\$ 207,262.50
415 1 1	Reinforcing Steel - Roadway	33,227.0	LB	\$ 1.46	\$ 48,511.42
430 175 148	Pipe Culvert, Opt Material, Round, 48" S/CD	96.0	LF	\$ 222.47	\$ 21,357.12
530 3 3	Riprap - Rubble, Bank and Shore	37.2	TN	\$ 108.19	\$ 4,024.67
530 74	Bedding Stone	113.0	TN	\$ 95.45	\$ 10,785.85
536 1 1	Guardrail - Roadway, General TL - 3	401.0	LF	\$ 31.82	\$ 12,759.82
536 7 2	Special Gaurdrail Post- Special Steel Post For Concrete Structure Mount	12.0	EA	\$ 636.36	\$ 7,636.32
536 85 25	Guardrail End Treatment - Trailing Anchorage Type II	3.0	EA	\$ 1,272.71	\$ 3,818.13
536 85 26	Guardrail End Treatment - Type CRT	1.0	EA	\$ 3,818.12	\$ 3,818.12
570 1 1	Performance Turf	817.0	SY	\$ 2.34	\$ 1,911.78
570 1 2	Performance Turf, SOD	273.0	SY	\$ 3.18	\$ 868.14
700 1 11	Single Post Sign, F&I Ground Mount, Up To 12 SF	2.0	AS	\$ 509.09	\$ 1,018.18
GRAND TOTAL					\$ 490,916.10

Contractor Name: Anderson Columbia Co., Inc

Contractor Signature: 

E. Tony Williams, Jr., Vice President

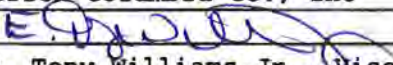
**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
 COLUMBIA COUNTY PROJECT NUMBER 2018-06
 High Falls Road Bridge Replacement**

ADDENDA	
NUMBER	DATE SENT

BID TOTAL FOR HIGH FALLS ROAD BRIDGE REPLACEMENT
\$ 490,916.10

BID ALTERNATE 1 - DEMOLITION AND DISPOSAL OF EXISTING BRIDGE
\$ 38,000.00

Because of funding constraints, the County intends to self-perform the demolition and disposal of the existing timber pile and concrete deck bridge. However, the County desires to have the Contractor provide a Bid Alternate lump sum price for removing and disposing of the existing bridge. The existing 3-span bridge has timber piles, concrete caps, concrete beams and precast concrete deck panels that are 4' x 13'. The surface area of the bridge is roughly 800 SF.

Contractor Name: Anderson Columbia Co., Inc
 Contractor Signature: 
 E. Tony Williams, Jr., Vice President



Curt's Construction, Inc.
519 NW Crawford Ct., White Springs, FL 32096
(386) 758-1935 Fax (386) 755-7422
Email: dana@curtscon.com



January 28, 2019

Columbia County
Mr. Ray Hill, Purchasing Director
135 Hernando Avenue, Room 203
Lake City, FL 32055

Re: High Falls Road Bridge Replacement
Project Number 2018-06

Dear Mr. Hill,

After reviewing the High Falls Road Bridge Replacement bids, we ask that the County enact the 5% local business preference ruling in Curt's Construction, Inc.'s favor.

Sincerely,

Dana Haynes
Vice President

CONSTRUCTION AGREEMENT

COLUMBIA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32056-1529 (the "County"), hereby contracts with Curt's Construction, Inc. (the "Contractor") of 519 NW Crawford Ct., White Springs, FL 32096

(address) a contractor licensed to perform all work in the State of Florida in connection with the County's Project No. 2018-06 (the "Project"), as said work is set forth in the Plans and Specifications and other Contract Documents hereafter specified (the "Work").

The designated Engineer for the Project and the Work, as referenced in this Agreement, shall be Chad Williams

P.O. Box 1529 - Lake City, FL 32056-1529

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents

The Contract Documents consist of this Agreement, the Exhibits described in Section 4 hereof, the Legal Advertisement, the Instructions to Bidders, the Proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

Section 2. Scope of Work

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

Section 3. Contract Amount

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: \$ 333,123.60

three hundred, thirty three thousand, one hundred twenty-three and 60/100 dollars.

[INSERT SCHEDULE OF UNIT PRICES AS APPLICABLE]

Section 4. Exhibits Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. Notice of Award
- J. Notice to Proceed Form
- K. Application for Payment Form
- L. Special Conditions, if any
- M. **Project Plans**
- N. FY 2017-2018 FDOT Standard Specifications for Road and Bridge Construction
- O. _____
- P. _____

Section 5. Bonds

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 6. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within ⁹⁸_____ calendar days from the

Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within ⁹⁸ calendar days from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,241.00¹ for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Engineer issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 7. Intent of Contract Documents and Contractor Representations

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

¹ The Liquidated Damages have been valued based upon the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, published July 2017.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Engineer.

D. In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- D.1 Contractor has examined and carefully studied the Contract Documents (including those listed in Section 4) and the other related data identified in the Project Documents including “technical data.”
- D.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- D.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- D.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and

programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- D.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- D.6 Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- D.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Section 8. Investigation and Utilities

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 8.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 9. Schedule

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Engineer, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall: show the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project within the Contract Time; show the order and interdependence of activities and the sequence for accomplishing the Work and describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress on of each activity; show each activity with a beginning work date, a duration, and a monetary value; include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals; include milestone activities when milestones are required by the Contract Documents; and in a Project with more than one phase, adequately identify each phase and its completion date, and not allow activities to span more than one phase. The Contractor shall also submit a working plan with the Progress Schedule, consisting of a concise written description of the construction plan.

B. The Engineer will return inadequate schedules to the Contractor for corrections and Contractor shall resubmit a corrected schedule within five (5) calendar days from the date of the Engineer's return transmittal. The Engineer will use the accepted Project Schedule as the baseline against which to measure the progress. However, by acceptance of the Project Schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities.

B. The Progress Schedule shall be updated by the Contractor if there is a significant change in the planned order or duration of an activity or upon the request of the Engineer, which shall not be requested more than a month. All updates to the Progress Schedule shall be subject to the County's and Engineer's review and approval. The Engineer's review and approval of submitted the Progress Schedule and any required or requested updates shall be a condition precedent to the County's obligation to pay the Contractor.

Section 10. Progress Payments

A. Prior to submitting its first Application for Payment, Contractor shall submit to the County and the Engineer, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Engineer, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Engineer along with a completed and notarized copy of the Application for Payment form.

B. Prior to submitting its first Application for Payment, Contractor shall submit to the Engineer a complete list of all its proposed subcontractors and materialmen. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

D. Contractor shall submit its monthly Application for Payment to the Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Engineer shall either:

- D.1 indicate his approval of the requested payment;
- D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
- D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Engineer.

E. The County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Engineer for payment, whichever is less. After fifty percent (50%) of the services are completed, the County will reduce the retainage to five percent (5%) of each subsequent progress payment. Such sums shall be accumulated and released to Contractor with final payment.

F. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full.

The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

H. The County reserves the right to issue joint checks to Contractor and its material suppliers, subcontractors, labor unions, equipment suppliers, etc., if, in the County's sole judgment, it is necessary to do so to ensure payment to the above named parties or if above named parties have filed a notice of nonpayment, lien or intent to lien, stop notice, etc.

Section 11. Payments Withheld

A. The Engineer or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

- A.1 Defective Work not remedied;
- A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
- A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
- A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- A.5 Reasonable indication that the Work will not be completed within the Contract Time;
- A.6 Unsatisfactory prosecution of the Work by the Contractor;
- A.7 Failure to provide accurate and current "As-Builts"; or
- A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 11.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

Section 12. Final Payment

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Engineer in accordance with Section 25.B. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by parties as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer or the County at the time of final inspection.

Section 13. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Engineer within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract

Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Engineer, if Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Engineer shall be the same as those provided herein for substitute materials and equipment.

E. The Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Engineer's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 14. Daily Reports, As-Builts and Meetings

A. Unless waived in writing by the County, Contractor shall complete, maintain, and submit to Engineer on a weekly basis a daily log of the Contractor's work in a format approved by the Engineer. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- A.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- A.2. Any Conditions which adversely affect the Work;
- A.3. The hours of operation by Contractor's and subcontractor's personnel;
- A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

- A5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- A.6. Description of Work being performed at the Project site;
- A.7. Any unusual or special occurrences at the Project site;
- A.8. Materials received at the Project site;
- A.9. A list of all visitors to the Project site; and
- A.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Engineer pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Engineer, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Engineer for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Engineer by Contractor for the County.

C. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement

and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

D. In addition to other requirements provided herein, Contractor shall:

D.1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Work.

D.2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

D.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D.4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

D.5. If the Contractor does not comply with a public records request, the County may terminate this Contract in accordance with Section 23 hereof.

Section 15. Independent Contractor

Contractor is an independent contractor and shall, at its sole cost and expenses and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the Work. Contractor shall be responsible for securing timely inspections and approvals of its work from all such authorities and as required by the Contract Documents. Contractor shall obtain and pay for all necessary permits and licenses, including business licenses; pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment or disability insurance, which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall maintain proof that it has complied with all aspects of the foregoing provision and shall make such proof available for review by the County at County's request.

Section 16. Contractor Performance, Extensions, and No Damages for Delay of Work

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for

all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 17. Changes in the Work

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 18 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The Engineer shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time exceeding his/her authority and not inconsistent with the intent of the Contract Documents. Minor changes approved by the Engineer, whether changes to Work and or Contract Time, cumulatively may not exceed ten percent (10%) of the Work and or Original Contract Time. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 18. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 17.D. Engineer will render a formal decision on the claim in writing within fifteen (15) calendar days after receipt of the Contractor's Claim. Engineer's written decision will be final and binding upon Contractor and unless Contractor submits a written notice to the County and Engineer requesting non-binding voluntary mediation within fifteen (15) calendar days of the date of such decisions, then Contractor forever waives and relinquishes any rights to bring any future legal actions or court claims with respect to such Claim.

Non-binding Mediation shall be completed within sixty (60) days from the date of Contractor's timely submission of a written notice requesting non-binding voluntary mediation.

C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 19. Indemnification and Insurance

A. To the fullest extent permitted by law, Contractor and its surety covenant and agree to indemnify and hold County harmless of and from any and all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than Contractor, resulting from, arising out of, or occurring in connection with the failure of Contractor or supplier of Contractor to perform all work required within the scope of this agreement in strict accordance with the contract documents.

B. To the full extent permitted by law, Contractor hereby agrees to defend and indemnify, protect and hold harmless County, its agents, employees, servants and sureties (individually the "Indemnified Party" and collectively the "Indemnified Parties") of and from any loss or damage and to reimburse the Indemnified Parties for any and all expenses, including legal fees, expert witness fees and other litigation costs to which the Indemnified Parties may be put because of:

- B.1. the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;
- B.2. liability to County resulting from Contractor's failure to comply with applicable licensing requirements;
- B.3. any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or non performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or

entity's negligence be joint or concurrent however, Contractor shall not be required to indemnify an Indemnified Party for that party's sole negligence; or

- B.4. liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.

C. To the fullest extent permitted by law, in addition to the express duty to indemnify County when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend County as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of County is maintained by the County or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by County (claims).

D. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification and duty to defend, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

E. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

F. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

G. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Engineer as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to Engineer a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not

limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Engineer in writing.

Section 21. Cleanup and Protections

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 22. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 23. Permits, Licenses and Taxes

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed, but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor.

C. Contractor shall pay any and all sales, use, or other taxes, assessments and other similar charges when due, as required by any local, state or federal law, as it pertains to the services provided herein. Contractor further agrees that it shall protect, reimburse, and indemnify the County from and assume all liability for its tax obligations under the terms of this Agreement.

Section 24. Termination for Default

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Engineer or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Engineer and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other

items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

Section 24. Termination for Convenience and Right of Suspension

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 25. Completion

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that Engineer issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the Contractor and Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the Engineer does not consider the Work (or designated portion) substantially complete, Engineer shall notify Contractor in writing giving the reasons therefor. If the Engineer considers the Work (or designated portion) substantially complete, Engineer shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of

Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

B. Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Engineer will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, and (3) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Engineer may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

Section 26. Warranty

Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

Section 27. Tests and Inspections.

A. The County, Engineer, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Engineer and the County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Engineer, such work must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Engineer, such Work must, if requested by Engineer, be uncovered for Engineer's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

E. Neither observations nor other actions by the Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 28. Defective Work

A. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the County or Engineer, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Engineer, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County or Engineer to stop the Work shall not give rise to any duty on the part of the County or Engineer to exercise this right for the benefit of Contractor or any other party.

C. If Contractor fails, within a reasonable time after the written notice from the County or Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Engineer or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.

Section 29. Supervision and Superintendents

Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Engineer except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

Section 30. Protection of Work

Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

Section 31. Emergencies

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 32. Use of Premises

Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 33. Safety

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;
- A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County.

Section 34. Project Meetings

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Engineer and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Engineer or the County with respect to the Project, when directed to do so by the County or Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Engineer.

Section 35. Notices

A. All notices required or made pursuant to this Agreement by the Contractor to the County or Engineer shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

County

Ben Scott, Columbia County Administrator
135 NE Hernando Avenue, Suite 203
Lake City, Florida 32056-1529

and

Engineer

Chad Williams

P.O. Box 1529

Lake City, FL 32056

With courtesy copies also provided to:

Joel F. Foreman, County Attorney
Columbia County, Florida
207 S. Marion Avenue
Lake City, Florida 32025

Kevin Kirby, Public Works Director
Columbia County, Florida
Post Office Box 969
Lake City, Florida 32056-0969

Chad Williams, County Engineer
Columbia County Engineering Department
Post Office Box 1529
Lake City, Florida 32056

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____
Address (including city, state and zip): _____

Name of person with their title to whose
Attention the notice should be sent: _____
Telephone and Fax numbers: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 36. Modification

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 37. Successors and Assigns

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 38. Governing Law

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 39. Venue

The state courts in and for Columbia County, Florida shall be the proper and sole venue for any legal action on any and all claims, disputes or other matters in controversy arising out of or relating to this Agreement, whether stated as contractual, tort, equitable, statutory or any other claims or causes of action.

Section 40. No Waiver

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 41. Remedies Cumulative

No right or remedy in this Agreement is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Section 42. Entire Agreement

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 43. Severability

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 44. Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 45. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (INSERT TELEPHONE NUMBER, E-MAIL ADDRESS, AND MAILING ADDRESS).

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- A. Keep and maintain public records required by the County to perform the service.

- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR: _____
(Company Name)

ATTEST:

By: _____ (Signature) _____ (Printed)

Its: _____ (Title)

Date: _____

Witness:

Its: _____

President/Corporate Secretary/Witness
[Corporate Seal]

Date: _____

2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Columbia County, Florida

(SEAL)

By: _____
Chairman

Clerk: _____

Date: _____

Approved as to Form and Content:

County Attorney

EXHIBIT A
LEGAL ADVERTISEMENT

EXHIBIT B
INVITATION TO BID

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

EXHIBIT D
PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is

and phone number is _____, and
_____, as Surety, whose principal
address is _____

and phone number is: _____ are
held and firmly bound to Columbia County, Florida (the "COUNTY"), as Obligee in the sum
of: _____

(\$ _____) for the payment whereof we bond ourselves, our heirs, executors,
personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of
_____, 20____, with Obligee for _____

_____ COLUMBIA COUNTY Project
No.: _____ in accordance with drawings and specifications, which contract is incorporated
by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officers Signature)
_____ (Officers Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ (officer's name), as _____ (title) of _____ (company name), a(n) _____ (state) corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No. _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety _____ (Signature)

_____ (Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (officer's name), as _____ (title) of _____ Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

EXHIBIT E
PUBLIC PAYMENT BOND

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is:

_____ and phone number and fax numbers are: _____
and _____, as Surety, whose
principal address is:

_____ and phone number and fax numbers are: _____ are held
and firmly bound to COLUMBIA COUNTY, FLORIDA (the "COUNTY") as Obligee in the sum
of _____
_____ (\$ _____)

for the payment whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____,
20____, with Obligee for _____
in accordance with drawings and specifications, which contract is incorporated by reference and
made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all
claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials
or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the
Contract, then is bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no
event will the Surety be liable in the aggregate to claimants for more than the penal sum of this
Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of
_____, 20____, the name of each party being affixed and these presents duly signed by its
under-signed representative, pursuant to authority of its governing body.
Signed, sealed and delivered in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officer's Signature)
_____ (Officer's Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20____,
by _____ (officer's name), as
_____ (title) of _____, a
_____ corporation, on behalf of the corporation. He/she is personally known to me OR has
produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety: _____ (Signature)

(Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by:

(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20 __, by _____ (officer's name), as _____ (title) of _____ Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No: _____

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY

with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION [REVISE AS NEEDED TO MEET COUNTY'S REQUIREMENTS]

State: Statutory
Applicable Federal:
(e.g. Longshoremen's) Statutory
Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____
_____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Columbia County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, ____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by _____, as _____ of
_____, a _____ corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____
_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT H
CHANGE ORDER FORM

CHANGE ORDER NO. _____ COLUMBIA COUNTY PROJECT NO. _____

TO: _____

DATE: _____

PROJECT NAME: _____

Columbia County Project No. _____

Under our AGREEMENT dated _____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE ADDITIVE or DEDUCTIVE Sum of:

_____ (\$ _____).

Original Agreement Amount \$ _____

Sum of Previous Changes \$ _____

This Change Order ADD/DEDUCT \$ _____

Present Agreement Amount \$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (_____) calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____, 20____ .

COLUMBIA COUNTY, FLORIDA

CONTRACTOR

By: _____
Chair

By: _____
President

ENGINEER: By: _____

EXHIBIT I
NOTICE OF AWARD

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INSERT THE NOTICE OF AWARD BEHIND THIS COVER PAGE

EXHIBIT J

NOTICE TO PROCEED

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INSERT THE NOTICE TO PROCEED BEHIND THIS COVER PAGE

EXHIBIT K

APPLICATION FOR PAYMENT

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INSERT THE APPLICATION FOR PAYMENT BEHIND THIS COVER PAGE



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 1/28/2019 Meeting Date: 2/7/2019

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Request from Town of Ft. White for maintenance of Ft. White and Heavenly Rest Cemeteries

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.


This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: January 28, 2019
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager 
RE: Ft. White Cemetery and Heavenly Rest Cemetery

Mayor Frazier from the Town of Ft. White is asking for our assistance in cleaning up the Ft. White and Heavenly Rest Cemeteries both owned by the Town of Ft. white.

Attached are Property Appraiser print-outs showing location and ownership.

Please advise how you wish to proceed.

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

Columbia County Property Appraiser

Jeff Hampton

2018 Tax Roll Year

updated: 12/14/2018

Retrieve Tax Record

Property Card

Parcel List Generator

Show on GIS Map

Print

Parcel: << 00-00-00-14324-000 >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

<< Result: 2 of 13 >>

Owner	TOWN OF FORT WHITE PO BOX 129 FT WHITE, FL 32038		
Site	-		
Description*	FORT WHITE: BLOCK L LYING N OF OF PAVED ST, BEING APPROX 580 FT N & S, EX THE W 60 FT. ORB 503-46, 808-1304, 808-1306		
Area	5 AC	S/T/R	33-6S-16
Use Code**	MUNICIPAL (008900)	Tax District	4

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
 **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.



Property & Assessment Values

2018 Certified Values		2019 Working Values	
Mkt Land (1)	\$36,154	Mkt Land (1)	\$36,154
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (0)	\$0	Building (0)	\$0
XFOB (0)	\$0	XFOB (0)	\$0
Just	\$36,154	Just	\$36,154
Class	\$0	Class	\$0
Appraised	\$36,154	Appraised	\$36,154
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$36,154	Assessed	\$36,154
Exempt	OTHER \$36,154	Exempt	OTHER \$36,154
Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0	Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0

Sales History

Show Similar Sales within 1/2 mile Fill out Sales Questionnaire

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
6/27/1995	\$15,000	808/1306	WD	V	U	11

Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
NONE						

Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
008900	MUNICIPAL (MKT)	5.000 AC	1.00/1.00 1.00/1.00	\$7,231	\$36,154

<< Prev

Search Result: 2 of 13

Next >>

Columbia County Property Appraiser

Jeff Hampton

2018 Tax Roll Year

updated: 12/14/2018

Retrieve Tax Record

Property Card

Parcel List Generator

Show on GIS Map

Print

Parcel: << 00-00-00-14327-001 >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Show Search Results

Owner	TOWN OF FORT WHITE P O BOX 266 FORT WHITE, FL 32038		
Site	100 HORTON DR, FOR WHITE		
Description*	FORT WHITE: BEG NE COR SEC 33- 6S-16, RUN S 558.59 FT, W 288.59 FT, N 564.94 FT, E 291.38 FT TO POB. (BLOCK N) (PLAT BK 1 PG 48) (CEMETERY)		
Area	3.7 AC	S/T/R	33-6S-16
Use Code**	MUNICIPAL (008900)	Tax District	4

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.



Property & Assessment Values

2018 Certified Values		2019 Working Values	
Mkt Land (1)	\$31,476	Mkt Land (1)	\$31,476
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (0)	\$0	Building (0)	\$0
XFOB (1)	\$800	XFOB (1)	\$800
Just	\$32,276	Just	\$32,276
Class	\$0	Class	\$0
Appraised	\$32,276	Appraised	\$32,276
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$32,276	Assessed	\$32,276
Exempt	OTHER \$32,276	Exempt	OTHER \$32,276
Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0	Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0

Sales History

Show Similar Sales within 1/2 mile Fill out Sales Questionnaire

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
NONE						

Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
NONE						

Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
0120	CLFENCE 4	1996	\$800.00	1.000	0 x 0 x 0	(000.00)

Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
008900	MUNICIPAL (MKT)	3.700 AC	1.00/1.00 1.00/1.00	\$8,507	\$31,476

Show Search Results

Record Search Search Results Parcel Details GIS Map

1"=200'
SCALE PAN BOX FULL INFO HOVER DIST SAVE PRINT



Parcel Details

External Map Links

- Pictometry 3D Oblique Aerial
- GoogleEarth KML export
- GoogleMaps by Address
- Bing Maps 2D Aerial
- Polygon Birth: own
- Birth: own

Owner Info

00-00-00-14482-100 (OTHER)

FT WHITE CEMETERY II

P O BOX 266

FT WHITE, FL 32038

Site: CC,

Use: MORTUARY/C (007600) | 1.01 AC

Desc: 33-6S-16 | FORT WHITE: BLOCK 135.

2018 Certified Values

Mkt Lnd (1)	\$6,609	Appraised	\$6,609
Ag Lnd (0)	\$0	Exempt	\$6,609
Bldg (0)	\$0	Assessed	\$6,609
XFOB (0)	\$0	Total	county:\$0 city:\$0
Just	\$6,609	Taxable	other:\$0 school:\$0
Class	\$0		

Sales

NONE

Building Characteristics

Item	Desc	Year Blt	Heated SF	Actual SF	Value
			NONE		

Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
						NONE

Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
007600	MORTUARY (MKT)	1.010 AC	1.00/1.00 0.50/1.00	\$8,544	\$6,609

Heavenly Rest Cemetery.

Show Search Results

Record Search Search Results Parcel Details GIS Map



Parcel Details

External Map Links

- Pictometry 3D Oblique Aerial
- GoogleEarth KML export
- GoogleMaps by Address
- Bing Maps 2D Aerial
- Polygon bird's eye

Owner Info

00-00-00-14460-109 (OTHER)

TOWN OF FORT WHITE

P O BOX 129
FORT WHITE, FL 32038
Site: 320 FORSYTHE AVE, FORT WHITE

Use: MUNICIPAL (008900) | 1.84 AC
Desc: 33-6S-16 | FORT WHITE: BLOCKS 111 & 134. ORB 813-007

2018 Certified Values

Mkt Lnd (1)	\$20,067	Appraised	\$20,067
Ag Lnd (0)	\$0	Exempt	\$20,067
Bldg (0)	\$0	Assessed	\$20,067
XFOB (0)	\$0	Total	county:\$0 city:\$0
Just	\$20,067	Taxable	other:\$0 school:\$0
Class	\$0		

Sales

4/10/1995 \$0 80-1/0120 WD V/U

Building Characteristics

Item	Desc	Year Blt	Heated SF	Actual SF	Value
			NONE		

Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
						NONE

Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
008900	MUNICIPAL (MKT)	1.840 AC	1.00/1.00 1.00/1.00	\$10,906	\$20,067

Show Search Results



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 2/1/2019 Meeting Date: 2/7/2019

Name: Joel Foreman Department: County Attorney

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "J. Foreman", is written over a light blue background.

1. Nature and purpose of agenda item:

County Attorney requesting authorization to proceed with eminent domain of three parcels on the Bell Road Project for which settlement has not occurred. Parcels are necessary to construction per design specifications.

2. Recommended Motion/Action:

To adopt Resolution 2019R-5, authorizing eminent domain of parcels 201, 204, and 211 of the Bell Road Project.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, February 7, 2019

From: Joel F. Foreman

Re: Eminent Domain Resolution 2019R-5; Bell Road Parcels 201, 204, 211

Date: February 1, 2019

Attached for the Board's consideration is Resolution 2019R-5, authorizing eminent domain powers on three parcels of land necessary for the construction of Bell Road (NW Bell Street). Negotiations with these owners have not resulted in settlements so the next step is to begin the eminent domain process, obtain an order of taking, and reach financial settlement with the property owners through the courts.

These parcels we identified in the design process and are necessary to the safe construction of the road per those specifications.

Recommended Motion: To adopt Resolution 2019R-5, authorizing eminent domain of parcels 201, 204, and 211 of the Bell Road Project.

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2019R-5**

**COLUMBIA COUNTY, FLORIDA, EMINENT
DOMAIN RESOLUTION FOR THE ACQUISITION
OF LANDS FOR RIGHT OF WAY AND OTHER
NECESSARY AND LAWFUL PURPOSES.**

NW BELL STREET

WHEREAS, pursuant to Chapter 127, Florida Statutes, each County of the State, including Columbia County, is delegated authority to exercise the right and power of eminent domain; that is, the right to appropriate property, except State or Federal, for any County purpose;

WHEREAS, the Board of County Commissioners may, by resolution, authorize the acquisition by eminent domain of property, real or personal, for any County use or purpose designated by such resolution, including the fee title to lands; and

WHEREAS, pursuant to proper authorization, Columbia County has had certain lands located and surveyed, described as Parcels 201, 204, and 211, described on the attached Composite Exhibit "A" and has prepared a legal description of those portions of property be made part of a public right of way, all located within Columbia County, Florida, more particularly described on said Exhibit "A", all of which is hereafter referred to as the "property".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, that it hereby approves the location and survey of the property described on Exhibit "A";

BE IT FURTHER RESOLVED, that it is the judgment of the Board of County Commissioners of Columbia County, Florida, that the acquisition of fee title to the property for the expansion and improvement upon a public right of way is necessary, practical, and in the best interests of the County, and that acquisition of the land is necessary for the purpose of securing sufficient roadway to meet the County's design specifications; and the County is authorized to acquire same by gift, purchase, or condemnation. However, no court action to acquire the property via eminent domain shall be initiated until the expiration of any notice period to land owners required by any applicable Florida Statutes.

PASSED AND ADOPTED at a regular meeting of the Board of County Commissioners of Columbia County, Florida, on this 7th day of February 2019.

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

Approval as to
form and correctness:

By: _____
Ronald Williams, Chairman

Joel F. Foreman, County Attorney

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

COMPOSITE EXHIBIT "A"

NW BELL STREET – PARCEL 201

OWNER (per County tax roll): Falling Creek Properties, LLC
Tax Parcel #02097-003

BEGIN at the Northeast corner of Section 13, Township 3 South, Range 16 East, Columbia County, Florida and a point on a curve concave to the South having a radius of 1382.40 feet and a central angle of $05^{\circ}59'06''$; thence Westerly along the arc of said curve a distance of 144.40 feet to the point of tangency of said curve; thence South $81^{\circ}03'44''$ West a distance of 730.49 feet to the point of curve of a curve concave to the Southeast having a radius of 1095.92 feet and a central angle of $21^{\circ}22'13''$; thence Southwesterly along the arc of said curve a distance of 408.76 feet to the point of tangency of said curve; thence South $59^{\circ}41'31''$ West a distance of 80.96 feet to a point on the Easterly Right-of-Way line of State Road 25-A; thence North $24^{\circ}25'18''$ West along said Easterly Right-of-Way line of State Road 25-A a distance of 169.71 feet to a point on the Northeasterly maintained Right-of-Way line of NW Bell Street; thence Northeasterly along said Northeasterly maintained Right-of-Way line of Bell Street and the Westerly maintained Right-of-Way line of NW Maxmore Drive a distance of 158.7 feet, more or less, to a point on the North line of Section 13; thence North $88^{\circ}12'58''$ East along said North line of Section 13 a distance of 31.87 feet to a point on the Easterly maintained Right-of-Way line of NW Maxmore Drive; thence Southwesterly along said Easterly maintained Right-of-Way line of NW Maxmore Drive a distance 39.5 feet, more or less, to a point on the Northerly maintained Right-of-Way line of NW Bell Street; thence Easterly along said Northerly maintained Right-of-Way line of NW Bell Street a distance of 289.5 feet, more or less, to a point on the North line of Section 13; thence North $87^{\circ}15'55''$ East along said North line of Section 13 a distance of 1048.01 feet to the POINT OF BEGINNING.

ALTOGETHER Containing 2.55 acres, more or less. Subject to 0.58 acres, more or less, within the maintained Right-of-Way of a county road.

Containing 1.97 acres (net), more or less.

NW BELL STREET – PARCEL 204

OWNER (per County tax roll): Anthony Montique
Tax Parcel #02091-005

COMMENCE at the Southeast corner of Section 12, Township 3 South, Range 16 East, Columbia County, Florida and run South $87^{\circ}15'55''$ W along the South line of said Section 12 a distance of 314.52 feet to the POINT OF BEGINNING; thence continue South $87^{\circ}15'55''$ W along said South line of said Section 12 a distance of 314.26 feet; thence North $01^{\circ}05'55''$ West a distance of 43.03 feet to a point on the Northerly maintained Right-of-Way line of NW Bell Street; thence Easterly along said Northerly maintained Right-of-Way line of NW Bell Street a

distance of 317.2 feet, more or less; thence South $01^{\circ}00'07''$ East a distance of 76.92 feet to the POINT OF BEGINNING.

ALTOGETHER Containing 0.43 acres, more or less. Subject to 0.26 acres, more or less, within the maintained Right-of-Way of a county road.

Containing 0.17 acres (net), more or less.

NW BELL STREET – PARCEL 211

OWNER (per County tax roll): Huddle House, Inc.
Tax Parcel #04980-003

COMMENCE at the Southwest corner of Section 8, Township 3 South, Range 17 East, Columbia County, Florida and run North $01^{\circ}32'$ West along the West line of said Section 8 a distance of 33.39 feet to a point on a curve concave to the South having a radius of 1382.40 feet and a central angle of $10^{\circ}22'46''$; thence Easterly along the arc of said curve a distance of 250.43 feet to the point of tangency of said curve; thence North $88^{\circ}48'12''$ East a distance of 560.11 feet to the POINT OF BEGINNING; thence North $01^{\circ}25'15''$ West a distance of 1.9 feet, more or less, to a point on the Southerly maintained Right-of-Way line of NW Bell Street; thence Easterly along said Southerly maintained Right-of-Way line of NW Bell Street a distance of 451.2 feet, more or less, to a point on the Westerly Right-of-Way line of N. U.S. Highway 441; thence South $01^{\circ}21'27''$ East along said Westerly Right-of-Way line of N. U.S. Highway 441 a distance of 7.36 feet; thence South $88^{\circ}48'12''$ West a distance of 451.12 feet to the POINT OF BEGINNING. Containing 2867 square feet (0.07 acres), more or less.



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 2/1/2019 Meeting Date: 2/7/2019

Name: Joel Foreman Department: County Attorney

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Mayor Frazier wrote to the Board on January 16, 2019 requesting the County take over Code Enforcement for the Town of Fort White. This raises several legal and practical issues that the Board needs to consider when evaluating this request. A committee of interested staff from both units of government should meet to formulate a plan for how to proceed.

2. Recommended Motion/Action:

To appoint Commissioner [insert name] to lead a committee to explore the issues associated with providing Code Enforcement for the Town of Fort White and to bring recommendations back to the Board of County Commissioners within sixty days.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, February 7, 2019

From: Joel F. Foreman

Re: Code Enforcement Request from the Town of Fort White

Date: February 1, 2019

On January 16, 2019, Mayor Ronnie Frazier wrote to the Board expressing the Town of Fort White's interest in having the County perform Code Enforcement for the Town. A copy of Mayor Frazier's request is attached.

APPLICABLE CODES AND REGULATIONS

As a threshold matter, it is important to understand that the County's Code of Ordinances and Land Development Regulations do not always reach into the incorporated areas of the County. Where an area is incorporated and governed by its own, sometimes-conflicting codes of ordinances or regulations, those codes and regulations generally control. As such, it is not possible for the County's code inspectors to go into the Town of Fort White and enforce the County's codes and regulations that only apply in the unincorporated areas of the County. The County's code inspectors currently screen any complaint they receive and refer those that fall within the City of Lake City or the Town of Fort White to those offices.

CODE INSPECTORS

There are ways County code inspectors could fill the same role for the Town of Fort White, but those employees would need to be trained in and become familiar with the codes and regulations in force in that jurisdiction. Additionally, the County's code inspectors would have to be appointed by the Town Council for Fort White to be vested with the authority of the Town's code enforcement inspectors as defined in and pursuant to Chapter 162. In other words, they would be County code inspectors when working in the County, and Town code inspectors when working in the Town of Fort White. This could prove confusing, but when I discussed this with the County's code inspectors, they indicated they were up to exploring the idea if the Board was so inclined. It may also be necessary for the Town to separately compensate the County's code inspectors for their additional duties.

CODE ENFORCEMENT BOARD OR MAGISTRATE

Separate from the issues of jurisdiction and who will serve as code inspectors, jurisdictions also provide for a hearing officer or code enforcement board under Chapter 162. The Town of Fort White appears to be requesting that the County provide for this function as well. Currently the County's code inspectors refer their findings to a code enforcement magistrate, Vernon Douglas, who rules on whether a violation has occurred and issues orders providing for abatement, fines, liens, and other enforcement mechanisms to bring properties

into compliance. The County compensates Mr. Douglas for his services under a contract. If Fort White's code violations are to be referred to the County's magistrate, there will be a similar learning curve to bring Fort White's codes and regulations before him.

CONSIDERATIONS

Code enforcement is the way in which the County's codes and regulations are given force and meaning. The County's code inspectors are employed on a full-time basis, and are familiar with the way the County's codes and regulations work. The Board should consider the impact on current code enforcement efforts when evaluating Mayor Frazier's request. Important issues to explore include but are not limited to:

1. How much time will be required to effectively provide code inspectors and enforcement to the Town, and do the County's inspectors believe they have that sort of time to devote to the Town?
2. How do the Town of Fort White's codes and regulations materially differ from the County's?
3. Does the Town intend to dissolve its code enforcement board and refer cases to the magistrate in the same way the County does?
4. How should the County or its code inspectors be compensated for taking on this additional work?
5. What entity will stand to foreclose unsatisfied liens or charges on non-compliant properties?
6. What entity will incur abatement costs for continuing violations?

I recommend the Board appoint one commissioner to coordinate a committee with County and Town staff, including counsel for each unit, Mayor Frazier, the Town clerk, and the County's code inspectors, to explore how and whether taking on the Town's code enforcement work would impact all concerned.

Recommended Motion: To appoint Commissioner [insert name] to lead a committee to explore the issues associated with providing Code Enforcement for the Town of Fort White and to bring recommendations back to the Board of County Commissioners within sixty days.

Town of Fort White

Post Office Box 129 · Fort White, Florida 32038-0129
118 SW Wilson Springs Road
Town Hall (386) 497-2321 · Fax (386) 497-4946
town@fortwhitefl.com

January 16, 2019

Columbia County Board of Commissioners
135 NE Hernando Avenue, Suite 203
Lake City, FL 32055

Re: Code Enforcement Request

Dear Board of Commissioners:

The Town of Fort White is requesting to enter into an interlocal agreement with Columbia County under which the Town would refer code enforcement matters to the County for further action.

As a small municipality, the Town lacks sufficient staff, resources, or population to support its own code enforcement board. In the interest of furthering this proposed plan and to accommodate ease of enforcement, the Town would follow the established codes that are uniform with those of Columbia County.

Sincerely,



Ronnie Frazier
Mayor, Fort White

RF/kh



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

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Today's Date: 1/31/2019 Meeting Date: 2/7/2019

Name: Joel Foreman Department: County Attorney

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "J. Foreman", is written over a light blue background.

1. Nature and purpose of agenda item:

The Board is asked to consider a proposed Memorandum of Understanding to be presented to the Columbia County School Board for the continuing use by the School District of the South Columbia Sports Park.

2. Recommended Motion/Action:

To adopt the Memorandum of Understanding between the County and School District for the continuing use of the South Columbia Sports Park

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, February 7, 2019

From: Joel F. Foreman

Re: Memorandum of Understanding – Use of South Columbia Sports Park

Date: January 31, 2019

Attached is a draft Memorandum of Understanding prepared with the assistance of Assistant Manager Kirby and Parks Director Pittman. The issue the Board is asked to consider is the tension that persists between County staff's desire to keep the playing fields and park in good condition versus the School District's interest in daily use for regular practices for the Fort White Middle School teams.

The recitals represent an effort to establish a "lay of the land", while the substance of the agreement is intended to reflect how the parties should interact with one another when these tensions arise.

The Board's alternatives include trying to operate under an MOU as attached, doing nothing (which will likely result in escalating conflict), or exploring policy changes that would provide for clear resolution of disputes before they come to the Board.

Recommended motion:

To adopt the Memorandum of Understanding between the County and School District for the continuing use of the South Columbia Sports Park

MEMORANDUM OF UNDERSTANDING

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
and
COLUMBIA COUNTY SCHOOL BOARD

FOR THE CONTINUING
USE OF THE SOUTH COLUMBIA SPORTS PARK

THIS MEMORANDUM OF UNDERSTANDING is made this ____ day of _____, 2019, by and between the Board of County Commissioners for Columbia County, a political subdivision of the State of Florida, hereinafter referred to as the “County” and the Columbia County School Board, a public agency of the State of Florida, hereinafter referred to as the “School Board”.

WHEREAS, the County owns and maintains a park in Fort White, Florida, known as the South Columbia Sports Park (the “park”);

WHEREAS, the County has recently expended \$495,000 for renovations to the park; spends approximately \$1,600 each year to maintain the restroom facilities at the park; spends approximately \$4,500 per year on clay for field maintenance; spends approximately \$18,000 per year for fertilizer and spraying of fields; and the County provides all labor, lights, water, equipment, repairs and irrigation to the park;

WHEREAS, the School Board makes regular use of the park for Fort White Middle School’s school-sponsored athletic programs;

WHEREAS, the School Board is not required to make any financial contribution to the park notwithstanding its regular use of the park for school-sponsored activities;

WHEREAS, the County and School Board wish for this relationship to continue; and

WHEREAS, in the interest of maintaining the fields at a high level in a cost-effective way, the parties wish to memorialize their understanding as to scheduling for use and other policies with respect to the School Board’s use of the park going forward.

NOW, THEREFORE, the parties enter into and confirm the following understanding with respect to the matters set forth herein:

1. The recitals are a true and correct reflection of the circumstances as exist at this point in time.
2. The School Board shall direct its staff and school administrators wishing to make use of the park to observe that:
 - a. When using the park, the County’s park rules shall apply to use at any and all times
 - b. A failure by any individual or group to adhere to the park rules may result in removal from the park and a prohibition on future use of the park

- c. All concessions or sales at the park shall be coordinated through local youth sports leagues which rely on concessions as a component of their fundraising efforts
 - d. To prevent overbooking and other scheduling conflicts, all field use requests shall be submitted in writing to the County’s Landscape and Parks Department (the “Department”) for approval and no use of any field shall be made unless approved in advance by the Department
 - e. When scheduling, the Department shall prioritize recreational and league play over School Board uses
 - f. No fee for admission shall be charged for any event unless specifically approved by the Board of County Commissioners
 - g. No part of the park shall be altered or modified without the written approval of the Department. If approved, all alterations or modifications shall be overseen by Department staff
 - h. The School Board shall be responsible for re-lining any ball fields it uses prior to use
 - i. The School Board shall ensure that following any School Board use those parts of the park used for a school-sponsored activity are cleaned up and left in the same condition and state of repair as existed prior to the use
3. In exchange for the School Board’s observance of the conditions set forth in section 2, the County shall continue to maintain the park at the County’s cost without financial contribution from the School Board.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum by their duly authorized officials on the date set forth below.

**COLUMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**

**COLUMBIA COUNTY
SCHOOL BOARD**

Ronald Williams, Chair

Dana Glenn Brady-Giddens, Chair

ATTEST:

ATTEST:

P. DeWitt Cason, Clerk

Alex L. Carswell, Jr., Superintendent
Columbia County School District

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Joel F. Foreman, County Attorney

School Board Attorney



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 2/1/2019 Meeting Date: 2/7/2019

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Purchase land for the Cannon Creek project.

2. Recommended Motion/Action:

Approval of the agreement of intend to purchase 61.86 acres of land for the Cannon Creek Project for \$742,320, pending results of construction bid.

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 302-2117-525.60-63

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Commissioners
FR: Ben Scott, County Manager *Ben Scott*
DATE: 2/1/19
SUBJECT: Cannon Creek Land Purchase

Please find attached for your review and approval an agreement of intend to purchase 61.86 acres of land for the Cannon Creek Project at \$12,000 per acre (\$742,320). The attached appraisal valued the land at \$563,450 or \$9,000 per acre plus damages. This is the final parcel needed to proceed with the southern phase of the Cannon Creek Project. The closing of the purchase will occur after construction bids are received and determined to be within the grant budget of \$3,000,000. The budget to complete the project excavating and removing all dirt is as follows:

Current Expenditures	\$ 750,000
Construction	\$ 1,513,229
Engineering	\$ 28,000
Land	\$ 742,320
Total	<u>\$ 3,033,549</u>

An alternate bid will be requested stockpiling dirt on site:

Current Expenditures	\$ 750,000
Construction	\$ 1,226,375
Engineering	\$ 28,000
Land	\$ 742,320
Total	<u>\$ 2,746,695</u>

I am also attaching the engineers' construction estimates for your review. At this time, I am requesting the approval of the agreement of intend to purchase 61.86 acres of land for the Cannon Creek Project for \$742,320, pending results of construction bid.

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

TOMPKINS APPRAISAL GROUP



APPRAISERS • CONSULTANTS • REALTORS®

THOMAS C. TOMPKINS, IFA-S

STATE CERTIFIED GENERAL
REAL ESTATE APPRAISER #RZ374
386/752-4820 • 386/752-3038 FAX

725 SE BAYA DRIVE, SUITE 101
LAKE CITY, FLORIDA 32025
— REPLY TO —
POST OFFICE BOX 2998
LAKE CITY, FLORIDA 32056-2998
Mail@TompkinsAG.com

December 8, 2016

Columbia County Commissioners
Mr. Joel Foreman, County Attorney
207 S. Marion Avenue
Lake City, Florida 32025

Re: Project: Cannon Creek/Drainage Upgrades
County: Columbia
Parcel Owners: As to Parts: Thomas Demas, Luis Bacardi, Feagle Family LTD Partnership
Parcel No.: Cannon Creek-Parcel 10

Dear Mr. Foreman:

In accordance with your request, I have appraised the above captioned parcel for the purpose of providing an opinion of the market value for the various acquisition options as described within the report for the subject parent tract. The appraisal report follows the reporting requirements for a *Credible Appraisal* as defined by the USPAP. It is my understanding that the appraisal report will be used for negotiations and possible litigation in connection with partial property acquisition.

It is the appraisers opinion that the Three (3) Partial Acquisition Options provided and as described within this report have market values for their fee simple interests as of December 2, 2016 as reported below:

ACQUISITION OPTION - 1
TWO HUNDRED FIFTY THOUSAND SEVEN HUNDRED DOLLARS
(\$250,700)

ACQUISITION OPTION - 2
FIVE HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS
(\$563,450)

ACQUISITION OPTION - 3
FIVE HUNDRED TWENTY-THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS
(\$523,450)

Legal descriptions, valuation discussions, definition of market value, assumptions and limiting conditions are included within the report. The certification, qualifications of the appraiser and other pertinent data are also included within the report.

I trust this appraisal report is sufficient for your purposes. If I can furnish additional information, please contact me.

Respectfully Submitted,

Thomas C. Tompkins

State-Certified General Real Estate Appraiser RZ374

TCT:

INTRODUCTION AND PREMISE OF THE APPRAISAL

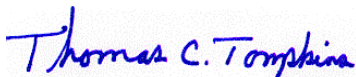
CERTIFICATION OF VALUE

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
- my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and in conformity with the requirements of the State of Florida for State-Certified Appraisers.
- this report was prepared with the assistance of Angela Rogers. Mrs. Rogers conducted research for area, neighborhood, tax, sales information, as well as being involved in the preparation and reporting of factual information presented within the report. The analysis, opinions and all value conclusions within the report are all the signing appraisers.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics. The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Board, Division of Real Estate Department of Professional Regulation.

This Certificate is in accordance with the *Uniform Standards of Professional Appraisal Practice* Standard Rule 2-3, and with the Supplemental Standards of Professional Practice and the requirements of the Florida Real Estate Appraisal Board.



Thomas C. Tompkins, IFAS
Cert Gen RZ374

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- QUALIFICATIONS OF THE APPRAISER

QUALIFYING AND LIMITING CONDITIONS

This appraisal report has been made with the following **General Qualifying Conditions**:

- 1) No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
- 2) The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- 3) Responsible ownership and competent property management are assumed.
- 4) The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- 5) All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- 6) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 7) It is assumed that there are no hidden or unapparent soil or subsoil conditions that render the property more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 8) The existence of potentially hazardous material, such as the presence of toxic waste, which may or may not be present on the property, has been considered only to the extent described within the report and as described in the "Limiting Conditions" (Item 6). The appraiser is not qualified to detect such substances. The client is urged to retain an expert in this field, if desired.
- 9) It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless a noncompliance is stated, defined, and considered in the appraisal report.
- 10) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
- 11) It is assumed that all required licenses, certification of occupancy, consents, or other legislative or administrative authority for any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- 12) It is assumed that the utilization of the land is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

QUALIFYING AND LIMITING CONDITIONS, Continued

This appraisal is made with the following general **Limiting Conditions**:

- 1) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- 2) Possession of this report or a copy thereof does not carry with it the right of publication. This appraisal report was prepared for the Columbia County Commissioners, c/o Mr. Joel Foreman, County Attorney, to assist in the partial acquisition to facilitate Cannon Creek Retention Improvements. It is intended for use in that function only. It may not be used for any purpose by any person other than the agents of the Columbia County Commission without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
- 3) This report is intended for use only in its entirety. No part or page of this report is to be used by itself for any reason. The sketches, photographs, and exhibits contained herein are to remain a part of the entire report. Removal and separate use of any exhibits render the entire report, including the exhibits, invalid.
- 4) The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
- 5) Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm which he is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval of the appraiser.

HYPOTHETICAL CONDITIONS¹ - The After Value Analysis is based upon the hypothetical condition that the Cannon Creek drainage upgrades have been completed and operational.

EXTRAORDINARY QUALIFYING & LIMITING CONDITIONS² - NONE

¹ That which is contrary to what exists but is supposed for the purpose of analysis. The Dictionary of Real Estate Appraisal.

² A condition which is reasonably assumed to be true. Ebit.

PARCEL APPRAISAL REPORT

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

OWNER(S) OF RECORD: Thomas T. Demas, Luis Bacardi, Feagle Family Partnership, LTD
ADDRESS: P.O. Box 1933 [As to Demas/Bacardi]
Lake City, FL 32056

PROPERTY ADDRESS OR LOCATION: The property has no assigned physical street address. It is physically situated near the west terminus of SW Bambi Lane and the west R/W of SW Deanna Terrace.

PROPERTY INSPECTION(S): December 2, 2016

OWNER(S) PRESENT AT INSPECTION: The property was inspected by Thomas C. Tompkins, IFA-S, Tompkins Appraisal Group on December 2, 2016. No others accompanied the appraiser on the inspection of the property.

EXTENT OF INSPECTION: The property inspection to a limited viewing along grown-over interior trial roadways and from along the access points of SW Deanna Terrace, SW Bambi Lane SW Hideaway Drive.

SIZE OF THE PARENT TRACT: 69.05/Acres [Client-Graphics/Historical Surveys]

AREA TO BE ACQUIRED: 22.30/Acres (Option 1)
61.88/Acres (Option 2)
51.88/Acres (Option 3)

SIZE OF REMAINDER: 46.75/Acres (Option 1)
7.17/Acres (Option 2)
17.17/Acres (Option 3)

EFFECTIVE DATE OF THE APPRAISAL: December 2, 2016

DATE OF THE REPORT: December 8, 2016

SUMMARY OF VALUE OPINIONS WITHIN THE REPORT:

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
VALUE OF LAND ACQUIRED	\$200,700	\$557,000	\$467,000
IMPROVEMENTS ACQUIRED	\$0	\$0	\$0
DAMAGES	\$50,000	\$6,450	\$56,450
COST TO CURE	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL COMPENSATION	\$250,700	\$563,450	\$523,450

TYPE OF APPRAISAL AND REPORT FORMAT

Appraisal Report Format

The Appraisal Report is prepared under the guidance of the *Uniform Standards of Professional Appraisal Practice* (USPAP). It is also prepared with adherence with the Florida Department of Transportation - *Supplemental Standards of Appraisal, Right of Way Manual* revised January 1, 2014.

This parcel consists of three contiguous tax parcels. The Columbia County tax parcel numbers for the parent tract includes: 07-4S-17-08106-006 (36.76/Acres), 07-4S-17-08106-000 (20.91/Acres) and 07-4S-17-08110-013 (11.40/Acres) reflecting a total tract size of 69.07/Acres. The descriptions and analysis presented within this report utilizes the parent tract size as indicated by the property record card and graphics provided by the client and survey prepared by Britt Survey.

The graphics provided by the client reflect the parent tract and three (3) Acquisition Options, which are identified as follows:

Acquisition Option One is 22.30/Acres. The acquisition is an irregular inverted “flag” shaped segment encompassing the southwest part of the parent tract leaving a remainder size of 46.75/Acres.

Acquisition Option Two is 66.88/Acres. The acquisition is an irregular area encompassing the majority of the parent tract leaving a remainder size of 7.17/Acres representing the southwest end of the tract.

Acquisition Option Three is 51.88/Acres. The acquisition is an irregular segment encompassing the center (middle) of the parent tract leaving north and south remainders segments. The two remainders total to 17.17/Acres with the south remainder having 7.17/Acres and the north remainder having 10/Acres. The north remainder segment has not legal access and is left landlocked.

The proposed acquisition is to assist Columbia County in facilitating drainage enhancements within the Cannon Creek Project Area. The parent tract is effectively a vacant development tract which is wooded with native vegetation of pine and hardwood and a couple of small interspersed cleared areas.

APPRAISAL PURPOSE, INTENDED USE AND INTENDED USER OF THE APPRAISAL

The purpose of the appraisal is to provide an opinion for the market value of the three fee takings proposed for acquisition. The intended use of this appraisal is to establish a basis for recommended compensation, as applicable, of the property utilized for enhancing drainage within the area as described within the report. This report will be used by the Columbia County Commission in connection with the proposed Cannon Creek drainage enhancements. The intended user of the appraisal is the Columbia County Commissioners, c/o Mr. Joel Foreman, County Attorney.

DEFINITION OF MARKET VALUE

The definition of *Market Value* used is that found in Florida case law, (State Road Dept. v. Stack, 231 So. 2d 859 Fla. 1st DCA 1969) as referenced by the *Supplemental Standards of Appraisal, Right of Way Manual*, revised October 19, 2011 as follows:

“Value’ as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into account all uses to which property is adapted and might reasonably be applied”

Inherent in the willing buyer-willing seller test of market value includes consideration of the following:

- 1) *A fair sale resulting from fair negotiations*
- 2) *Neither Party acting under compulsion of necessity (this eliminates forced liquidation or sale at auction). Economic pressure may be enough to preclude a sales use*
- 3) *Both parties having knowledge of all relevant facts*
- 4) *A sale without peculiar or special circumstances*
- 5) *A reasonable time to find a buyer*

PROPERTY RIGHTS (INTEREST) APPRAISED

In this appraisal, the *Fee Simple Interest*³ rights are being appraised for the property identified within the *Appraisal Report Format* section. This is required for analysis of the *Fee Taking* options in association with the Cannon Creek Drainage Enhancement Project.

SCOPE OF THE APPRAISAL (WORK)

The Dictionary of Real Estate Appraisal, Fourth Edition defines – Scope of Work as follows:

The amount and type of information researched and the analysis applied in an assignment. Scope of work includes, but is not limited to, the following:

*The degree to which the property is inspected or identified;
The extent of research into physical or economic factors that could affect the property;
The extent of data research; and
The type and extent of analysis applied to arrive at opinions or conclusions.*

The scope of work in this assignment included a personal inspection of the subject property, reviewing public record information concerning the subject and other properties in its immediate neighborhood, reviewing the project graphics provided by the client associated with this utility project and searching for sales of vacant properties similar to the subject in both the "before" and "after" situations. Sales were researched throughout the neighborhood and expanded to cover a

³ ¹Absolute Ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police powers, and escheat. *The Dictionary of Real Estate Appraisal*, Fourth Edition, P. 113.

large segment of Columbia County. The sales search extended retroactively approximately four-five years. All sales used in direct comparison to the subject were personally inspected (exterior only, unless otherwise noted) by the appraiser and were photographed by either the appraiser or someone under his direction. To assist in determining what effect, if any, the proposed acquisition may have on the remainder, the scope of this assignment also included analysis of properties that may have been affected by similar acquisitions. The analysis presented for the subject involves the land and affected site improvements (LAI) if any.

The scope of work for this assignment also included developing opinions of value of the subject in both the before and after situations using a Sales Comparison Approach via a Land Valuation. The Cost Approach was not employed as there were no building improvements within or affected by the acquisition. An income approach was not applicable or created for this vacant tract. The scope of this assignment does not include apportioning the value of the acquisition between any parties that may have an interest.

APPRAISAL PROBLEM

The appraisal problem is to provide an opinion of value for the land and affected improvements, if any, in their current condition before the taking, and the appraisal of the remainder, presuming the construction of the drainage enhancement project has been completed and is being utilized. The value of the part taken as part of the whole is opined. Damages, cost to cure, and special benefits, which offset damages, if applicable, are also considered within the analysis.

The parent tract analyzed is a 69.05/Acre tract per the graphics provided by the client and two part survey prepared by Britt Surveying (dated 6/1999 & 11/2002) as described within the “Description of Property, Photographs and Sketches” section of this report. The analysis of the subject is facilitated by use of a *Sales Comparison Approach via a Land Valuation*. The Sales Comparison Approach (Land Valuation) is based upon the principle of substitution. In this case, the premise is that an informed purchaser would pay no more for a property than the cost to purchase another of equal utility. In the Sales Comparison Approach sales of similar or comparable properties are analyzed and compared to the subject taking into consideration differences and similarities in the date of sale, location, physical characteristics, conditions influencing the sale, etc. From this analysis an opinion of market value for the fee simple interest for the land is opined.

Unique or Unusual Characteristics – None Observed

Specialists’ Reports/Studies – None Required

PRESENTATION OF DATA

IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION

A complete legal description for the parent tract was taken from the property appraisers' website via the prior deeds of transfer for the three property segments which comprise the identified Parent Tract. The legal descriptions from the last deeds are included below and are matched with the tax parcel number as assigned by the property appraiser. As reflected below, there was an additional property segment which is not a part of the parent tract having a tax parcel number of 07-4S-17-08106-002.

Parcel 07-4S-17-08106-000 (ORB 1202/1456)

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 AND RUN N.00°34'25"W., ALONG THE WEST LINE THEREOF, 180.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°34'25"W., STILL ALONG SAID WEST LINE, 1145.35 FEET TO THE NW CORNER OF SAID NW 1/4 OF SW 1/4; THENCE N.85°17'24"E., ALONG THE NORTH LINE THEREOF, 683.44 FEET; THENCE S.01°22'50"W., 1325.08 FEET TO THE SOUTH LINE OF SAID NW 1/4 OF SW 1/4; THENCE S.85°22'02"W., ALONG SAID SOUTH LINE 642.08 FEET; THENCE N.19°22'45"W., 185.66 FEET TO THE POINT OF BEGINNING CONTAINING 20.91 ACRES, MORE OR LESS.

SUBJECT TO AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE NW 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF LOT 20 OF "HOLLY HILL" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGES 147 & 148 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA, AND RUN: N76°15'32"W 161.16 FEET TO THE POINT OF BEGINNING; THENCE S12°19'49"W, 433.51 FEET; THENCE S19°54'00"W, 142.28 FEET; THENCE S28°25'47"W, 288.83 FEET; THENCE S18°50'08"W, 331.86 FEET; THENCE S09°58'25"W, 361.67 FEET; THENCE S85°17'42"W, 89.92 FEET; THENCE N80°15'15", 710.94 FEET; THENCE N09°44'45"E, 59.87 FEET; THENCE S80°16'00"E, 738.16 FEET; THENCE N09°58'25"E, 328.97 FEET; THENCE N18°50'08"E, 341.54 FEET; THENCE N28°25'47"E, 289.40 FEET; THENCE N19°54'00"E, 133.84 FEET; THENCE N12°19'49"E, 551.35 FEET; THENCE N17°14'09"E, 93.23 FEET; THENCE N34°55'15"E, 59.90 FEET; THENCE N42°04'23"E, 172.58 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNETT ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 60.25 FEET; THENCE S42°04'23"W, 174.36 FEET, MORE OR LESS; THENCE S34°55'15"W, 46.82 FEET; THENCE S17°14'09"W, 81.32 FEET; THENCE S12°19'49"W, 119.25 FEET TO THE POINT OF BEGINNING.

Parcel 07-04S-17-08110-006 (ORB924/2704)

TOWNSHIP 4 SOUTH, RANGE 17 EAST BK 0924 PG 2706

~~SECTION 7: Begin at the SW corner of Lot 1 in Block "B" of "HOLLY BROOK" as per plat thereof recorded in Plat Book 6, Page 109 & 110 of the Public Records of Columbia County, Florida and run thence S 85°59'25" W, 390.35 feet, thence N 01°27'04" W, 251.69 feet; thence N 85°59'25" E, 451.92 feet to the SW corner of Lot 10 in Block "C" of said "HOLLY BROOK"; thence N 86°03'38" E, 67.25 feet to the Westerly right-of-way of Deanna Road, thence S 00°34'19" E, along said Westerly right-of-way a distance of 86.61 feet to a curve to the left having a radius of 25.00 feet and an included angle of 93°22'03"; thence Southwesterly along the arc of said curve, an arc distance of 40.74 feet; thence S 86°03'38" W, 98.49 feet; thence S 00°34'19" E, 191.82 feet to the Point of Beginning.~~

Not Part of Parent Tract

TOWNSHIP 4 SOUTH - RANGE 17 EAST

SECTION: 7 A part of the N 1/2 of the SW 1/4 of Section 7, Township 4 South Range 17 East, being more particularly described as follows: Commence at the Northwest corner of Lot 1 in Block B of HOLLY BROOK as per plat thereof recorded in Plat Book 6, Page 109, of the public records of Columbia County, Florida, and run thence S 01°22'53" E, along the West line of said Block B 58.41 feet to the POINT OF BEGINNING; thence continue S 01°22'53" E, a distance of 503.39 feet; thence N 88°37'07" E, a distance of 85.00 feet; thence S 01°22'53" E, a distance of 225.31 feet; thence N 86°03'46" E, a distance of 91.20 feet to a point on a curve to the left having: a radius of 25.00 feet, a central angle of 87°23'33", a tangent length of 23.89 feet, a chord bearing of N 42°15'07" E and a chord length of 34.54 feet thence along the arc of said curve, an arc length of 38.13 feet to the end of said curve said point being on the West right-of-way of Deanna Road; thence S 01°22'53" E, a distance of 110.00 feet to the point of curvature of a curve to the left having: a radius of 25.00 feet, a central angle of 92°26'28", a tangent length of 26.09 feet, a chord bearing of N 47°37'34" W and a chord length of 36.10 feet; thence along the arc of said curve, an arc length of 40.33 feet to the end of said curve; thence S 86°03'46" W, a distance of 145.68 feet; thence S 01°22'53" E, a distance of 134.02 feet; thence S 83°00'33" W, a distance of 308.30 feet; thence S 86°11'33" W, a distance of 882.00 feet to the NW corner of Block C of said HOLLY BROOK; thence S 01°22'53" E, a distance of 149.61 feet; thence S 86°03'38" W, a distance of 451.88 feet; thence N 01°22'51" W, a distance of 1068.90 feet; thence N 85°17'42" E, a distance of 1614.17 feet to the POINT OF BEGINNING. Columbia County, Florida.

BK 0924 PG 2707

TOGETHER WITH the following described easement for ingress and egress:

A part of the N 1/2 of SW 1/4 of Section 7, Township 4 South, Range 17 East, being more particularly described as follows: Commence at the Southwest corner of Lot 10, Block C, of HOLLY BROOK SUBDIVISION, as per plat thereof recorded in Plat Book 6, page 109, public records, Columbia County, Florida, being the POINT OF BEGINNING; thence N 86°03'38" E, 67.25 feet to the Westerly right-of-way line of Deanna Road; thence S 00°34'19" E along the Westerly right-of-way line of Deanna Road, 60.0 feet; thence S 86°03'38" W, 519.13 feet; thence N 01°22'53" W, 60.0 feet to the Southwest corner of properties described in the Warranty Deed dated June 7, 1999, recorded in Official Records Book 882, page 752, public records, Columbia County, Florida; thence N 86°03'38" E approximately 451.88 feet to the POINT OF BEGINNING.

Parcel 07-4S-17-08110-013(ORB 1202/1454)

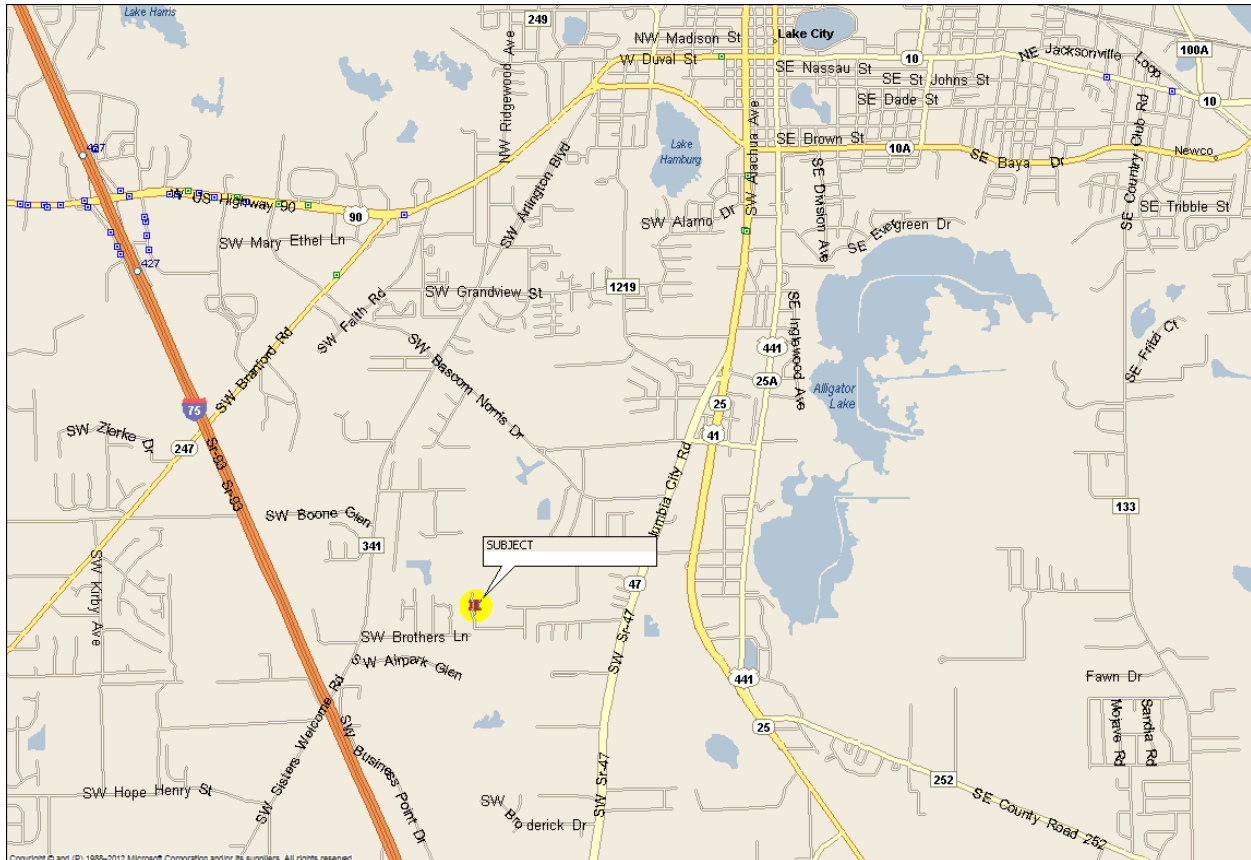
COMMENCE AT THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AND RUN N.00°34'25"W., ALONG THE WEST LINE THEREOF, 1325.35 FEET TO THE NW CORNER OF SAID SW 1/4 OF NW 1/4 AND TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°34'25"W., ALONG THE WEST LINE OF THE SW 1/4 OF THE NW 1/4, 763.63 FEET; THENCE S.89°40'21"E., 671.74 FEET ; THENCE S.01°23'19"E., 703.74 FEET TO THE SOUTH LINE OF SAID SW 1/4 OF NW 1/4; THENCE S.85°17'24"W., ALONG SAID SOUTH LINE, 683.44 FEET TO THE POINT OF BEGINNING. CONTAINING 11.40 ACRES, MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE NW 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF LOT 20 OF "HOLLY HILL" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGES 147 & 148 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA AND RUN N.76°15'32"W., 161.16 FEET TO THE POINT OF BEGINNING; THENCE S.12°19'49"W., 433.51 FEET; THENCE S.19°54'00"W., 142.28 FEET; THENCE S.28°25'47"W., 288.83 FEET; THENCE S.18°50'08"W., 331.86 FEET; THENCE S.09°58'25"W., 361.67 FEET; THENCE S.85°17'42"W., 89.92 FEET; THENCE N.80°15'15"W., 1018.79 FEET; THENCE N.01°23'19"W., 60.94 FEET; THENCE S.80°16'00"E., 1057.78 FEET; THENCE N.09°58'25"E., 328.97 FEET; THENCE N.18°50'08"E., 341.54 FEET; THENCE N.28°25'47"E., 289.40 FEET; THENCE N.19°54'00"E., 133.84 FEET; THENCE N.12°19'49"E., 551.35 FEET; THENCE N.17°14'09"E., 93.23 FEET; THENCE N.34°55'15"E., 59.90 FEET; THENCE N.42°04'23"E., 172.58 FEET, MORE OR LESS TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNETT ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 60.25 FEET; THENCE S.42°04'23"W., 174.36 FEET, MORE OR LESS; THENCE S.34°55'15"W., 46.82 FEET; THENCE S.17°14'09"W., 81.32 FEET; THENCE S.12°19'49"W., 119.25 FEET TO THE POINT OF BEGINNING.

DESCRIPTION AND ANALYSIS OF THE NEIGHBORHOOD

General Neighborhood Map



Neighborhood Definition

In distinguishing a neighborhood area, a group of complimentary land uses should be identified which determines how the operation of social, economic, governmental and environmental forces influences property values. Although a neighborhood may be seen as a grouping of property and physical boundaries, these physical boundaries are less significant than are the boundaries of influences on property values.

A neighborhood may contain a mixture of uses which support and cohabit with each other, i.e., residential, commercial, industrial, governmental, social, etc. As a result, the delineation of neighborhood boundaries into a group of complementary land uses is necessary. To identify the neighborhood the appraiser examined the subject area and expanded the examination to identify actual and potential market influences on a property's value than can be attributed to its location.

Neighborhood Description

The area identified as creating the subject neighborhood must be generally described as including a large segment of the area lying south of the city limits of Lake City, east of Interstate 75, west of SR 47 and north of the I-75/SR 47 Interchange. This area lies primarily within the political jurisdiction of Columbia County, with segments in the west and north lying within the limits of Lake City.

This neighborhood is primarily single-family in nature with to a lesser extent, agricultural and a few neighborhood commercial uses. The commercial uses situated at the I-75/SR 47 Interchange are reasonably excluded from the neighborhood. There are a few ancillary commercial uses along SR 47, SR 247 and nearer the north end of the neighborhood. The residential uses within this neighborhood include a number of multi-lot, site-built residential subdivisions to include: Holly Hill, Holly Brook, Cannon Creek Estates, Brothers Welcome Airpark, Amelia Landing, Creek Side, Country Village, Edgewood Estates, Heritage Hills, Greenridge, Azalea Park and others. There are a few developments of manufactured homes and a couple of mobile home parks within the neighborhood. This area has interspersed agricultural uses to include hay, row-crop and livestock grazing which are intermingled within the neighborhood. The Southside Recreational complex is within the neighborhood as is New Generation private school, Summers Elementary School.

Historical development patterns have included expansion south from the city of Lake City into more outlying areas of the neighborhood off of SW Sisters Welcome Road, SR 47, SR 247 and interspersed mostly paved county roadway's. Until the 2008 recession these areas were transitioning from agricultural to residential uses representing one of the more densely residential areas of the county. There are also a number of estate sized residential tracts interspersed within the neighborhood.

The overall topography within the neighborhood is somewhat consistent being mostly uplands with the only significant wetland or negative topographic feature being the area of Cannon Creek, a mostly wet weather tributary which north/south through the defined neighborhood. Overall drainage capabilities are moderately good excepting during abnormally heavy rainfall with some localized flooding noted to have occurred.

Municipal utilities provided throughout the central and southern segments of the neighborhood are primarily limited to electrical, telephone and cable services. Municipal water and sewer are along SR 47 with water only extending west at a few points include along SW Marvin Burnett Road in the vicinity of SW Tomoka Terrace. Water lines extend south along SW Sisters Welcome to SW Business Pont Drive. Use of wells and septic tanks are typical and represent the norm for development within mostly of the neighborhood.

Solid waste disposal (garbage) is provided by a contract for curb side pick-up within Columbia County and city. Police protection is provided by a combination of the Lake City Police Department and Columbia County Sheriff's Department. Fire protection services are provided by city and county fire departments and supplemented by volunteer units.

The roadway network within the neighborhood is good and primarily consists of paved roadways. There are a few unpaved roadways within the neighborhood with the predominate presence being in the southern and more outlying segment of the neighborhood.

Development within the neighborhood as well as throughout the county over the last 5-6 years is best described as limited. Permitting for new residential subdivisions has been nonexistent within the neighborhood effectively within the county. While market conditions have been improving, there is nominal speculative development all occurring within existing developments. Residential building permit activity has also been limited with only eighty permits issued within 2016.

Correlation of Data

The predominant land use within the subject neighborhood is residential, primarily that of site-built single family tracts. Commercial and public uses i.e. schools, recreational locations are limited to the peripheral areas of the neighborhood. Agricultural activities are interspersed and generally secondary within the neighborhood. As market conditions improve this neighborhood is poised to resume residential development activities utilizing current developed inventory and new development. Commercial activities will likely remain limited and situated along the peripheral.

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES

Land Description:

(1) Property Type

The identified parent tract represents a vacant residential development tract.

(2) Existing Use

The property is currently sitting vacant.

Property Description

a. Area

The identified parent tract has 69.05/Acres per the graphics and Britt Survey provided by the client.

b. Shape

The parent tract is irregular - see *Site Sketch*.

c. Dimensions

The subject is irregular with numerous dimensions as reflected by two historical surveys (1999/2002) provided by the client as prepared by Britt Surveyors. These surveys combine to reflect the identified parent tract and included later in the report. Reference is made to the referenced *Surveys* and *Aerial Parcel Sketch* for a visual orientation and property dimensions.

d. Ingress/Egress

There is fee access from SW Deanna Terrace which lies between Lot 1 Block C and Lot 6 Block B of Holly Brook SD. This access route measures 86.61' at the roadway extending west into the easterly body of the property. This access route is heavily wooded with native trees and ground cover. SW Deanna Terrace is a two-lane county maintained roadway and sole access route into Holly Brook SD.

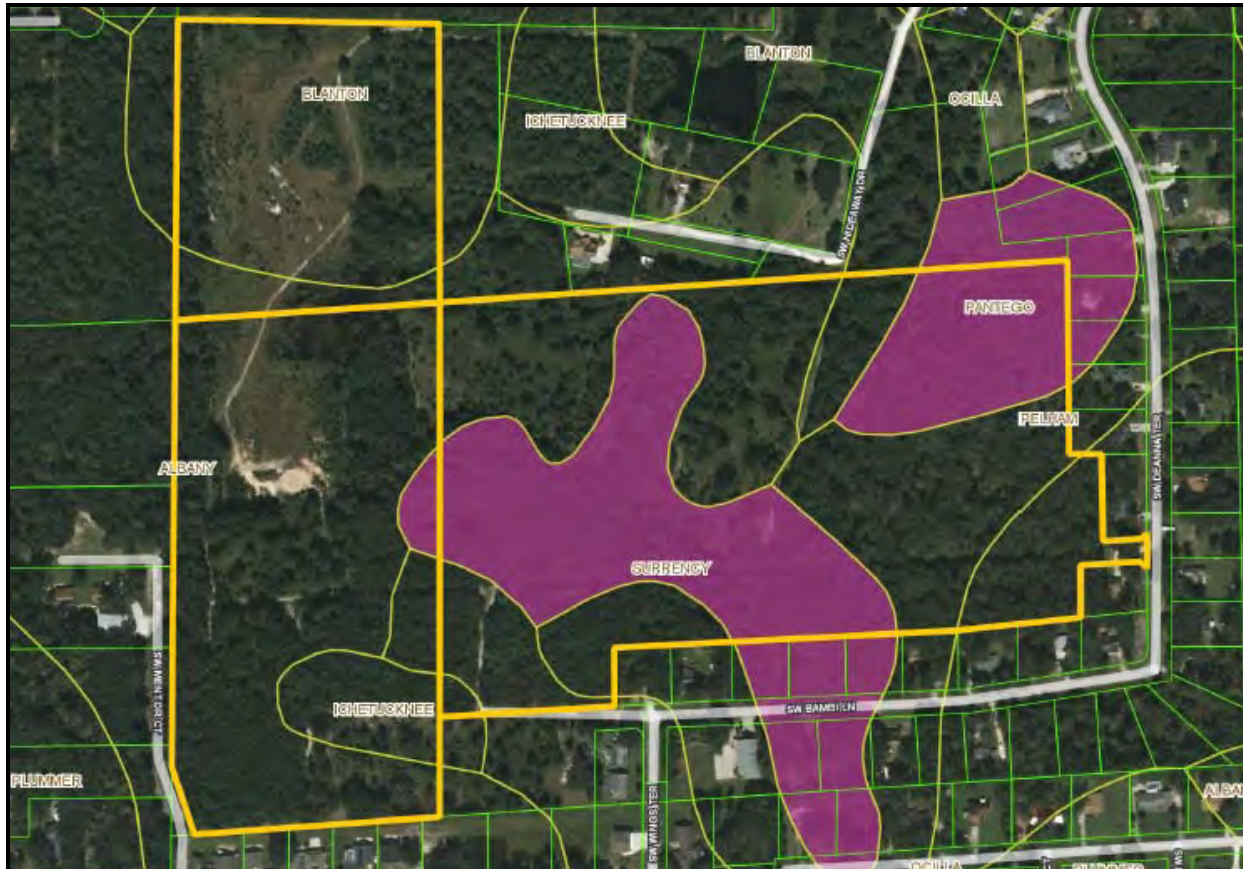
There are two ingress/egress easements described within the last deeds of transfer. These easements were platted by personnel within the property appraisers' office and as shown by the *Easement Exhibit* within the Addenda. The northern easement connects with SW Marvin Burnett Road and the points fronting along the north and westerly property segments. This ingress/egress easement follows a current one-lane lime rock/dirt private roadway named SW Hideaway Drive. The second ingress/egress easement extends from the west terminus of SW Bambi Lane across an adjacent tract providing access to the south and southwest property segments. SW Bambi Lane is an east/west segment of two-lane paved roadway which connects with the named terminus of SW Deanna Terrace.

There is a moderate interior trail road system traversing the property, although somewhat unmaintained providing reasonable interior access.



g. Drainage

The National Wetlands Inventory Map (NWI) was reviewed and reflected the presence of Palustrine Wetlands on the property generally consistent with the Flood Hazard Zone A areas previously described and noted by graphic. These wetlands plumes total an estimated 3/Acres ± however appear slightly more expansive based upon site and aerial review. Per on site analysis and graphics provided by the client within the Addenda, a total wetlands area of 6.52/Acres, which is about 9% of the property, is indicated. Site drainage occurs generally by sheet flow toward the lower wetland plums and southerly toward the lower elevations of the site. Sheet flow also occurs toward the southwest and toward a larger off-site wetlands strand extending generally north/south associated with Cannon Creek, a mostly wet-weather tributary which provides drainage throughout this area.



h. Soil Characteristics

The USDA General Soils Map for Columbia County was reviewed for the subject. The subject has multiple soil types reflected by the survey. The northwest segment is identified to be Blanton fine sand, 0 to 5 percent slopes. This is a moderately well drained, nearly level to gently sloping soil on broad ridges and undulating side slopes. This soil type has moderate limitations for most cultivated crops. The sandy texture severely limits the use of this soil for sanitary facilities and shallow excavations. The development which has occurred on the subject and within the Blanton soil group is a capable soil type for development.

The western segment is identified mostly as Albany sand, 0 to 2 percent slopes. This is a moderately to very deep, somewhat poorly drained loamy soil. This soil type is mostly used for woodland, with moderate limitations for most cultivated crops.

The eastern segment consists of Surrency, Pelham and Pantego soils. Surrency and Pantego soils consists of very deep, poorly drained, moderately permeable soils that formed in thick loamy sediments with slopes that are less than 2 percent. The soils within the Pelham Series map unit are in flatwoods that are interspersed with flats, depressions, and flood plains. The Pelham soils are poorly drained and occur on nearly level flats. The soils in this map unit generally are used for woodland. In most cleared areas they

are used as pasture. In some areas they are used for urban development. The natural vegetation in the flatwoods consists of mixed longleaf pine and slash pine and an understory dominantly consisting of saw palmetto, gallberry, pinelands threeawn, and bluestem.

Based upon ground observation and the immediate development within the area, the property does appear to have a typical mixture of wet soils for the area which require development planning. There are segments which appear to overlay the Surrency and Pehlman soil areas that are also identified as hydric soil areas.

i. Utilities on Site

There were no utilities being utilized on site with development requiring use of private wells and septic systems.

j. Utilities Available

There are no readily available municipal water or sewer services in close proximity to the subject. The City of Lake City provides the only municipal utilities within the area. The closest locations for municipal water are to the east along SW SR 47, north along SW Marvin Burnett Road, and south at SW Sisters Welcome Road and SW Business Point Road. Closest municipal sewer is along SW SR 47 and along SW Business Point Road. Electrical service is generally provided by Clay Electric Cooperative. Telephone service is provided by AT&T and others and cable television is provided by Comcast. Both Columbia County and Lake City provide curb-side garbage pickup throughout the county contracted with a private provider.

k. Site Improvements

There were no observed site improvements during the limited viewing of the property.

l. Easements, Encroachments or Restrictions and Effect or Limitation

A title report was not supplied for the subject property. Older surveys prepared by Britt Survey (1999/2002) which had legal descriptions were provided by client. These legal descriptions vary somewhat with the last deeds of record for the subject as presented within the *Legal Description* section of this report, requiring exclusion of TP# segment 08106-002 within OR 924-2706. There were two ingress/egress easements providing access which are not considered negative factors. The surveys did not reflect any negative easements or encroachments and the legal descriptions noted only ingress/egress easements for the subject. A current survey and title abstract would be required to determine the actual existences of adverse easements or encroachments.

There were no private restrictions noted during the research conducted which would affect the overall use and utility of the property. All public restrictions are typical for the area and include those typically enforced by the local governing bodies such zoning and land use and are considered typical and have no adverse effect on value.

Building(s) Description: None present

Photographs Taken By
Thomas C. Tompkins, IFA-S; December 2, 2016

SUBJECT PHOTOGRAPHS



View West into Property from SW Deanna Terr. (Photo 1)



View North Along SW Deanna Terr. Frontage (Photo 2)



View South Along SW Deanna Terr. Frontage (Photo 3)



View West Into Property from Terminus of SW Bambi Ln. (Photo 4)



View Looking North of Taking from Interior Trail Road on SW Quadrant (Photo 5)



View Looking North Near Center of Western Segment (Photo 6)



View Looking North From Interior Trail Road in NW Quadrant (Photo 7)



View Looking East Within SE Quadrant of Subject (Photo 8)



View Looking East Within SE Quadrant of Subject (Photo 9)

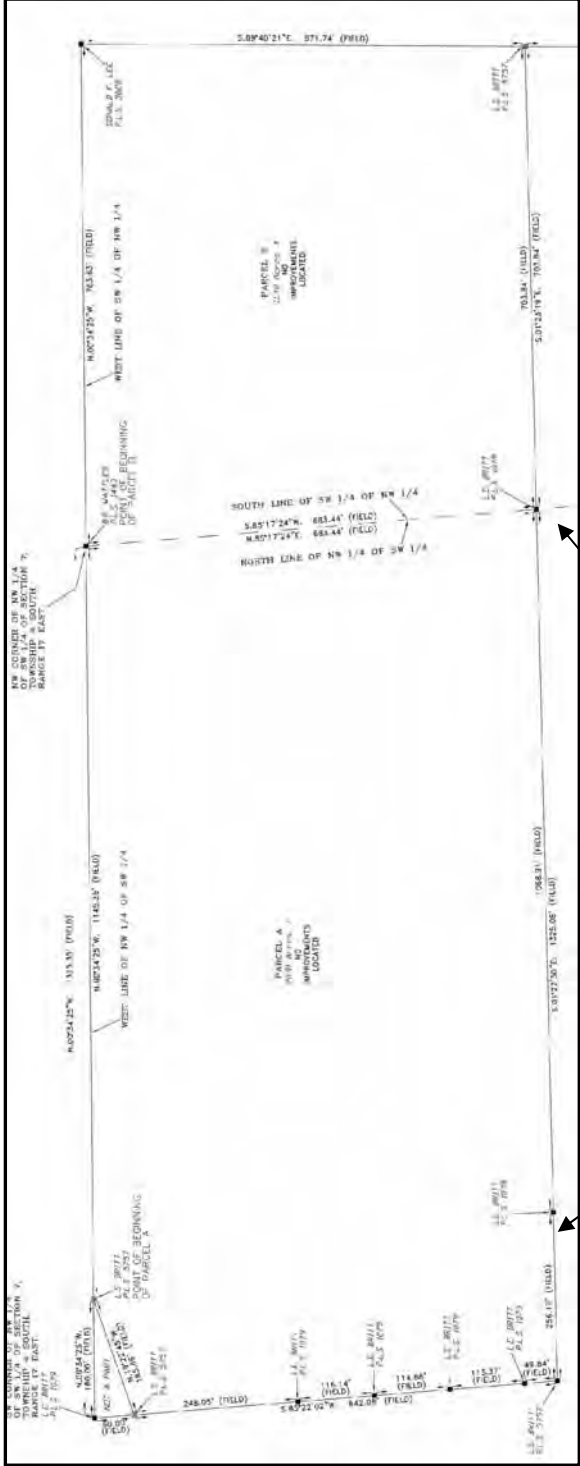


View North from Easement Access Connection with SW Hideaway Dr. (Photo 10)

AERIAL SITE SKETCH – IDENTIFIED PARENT TRACT

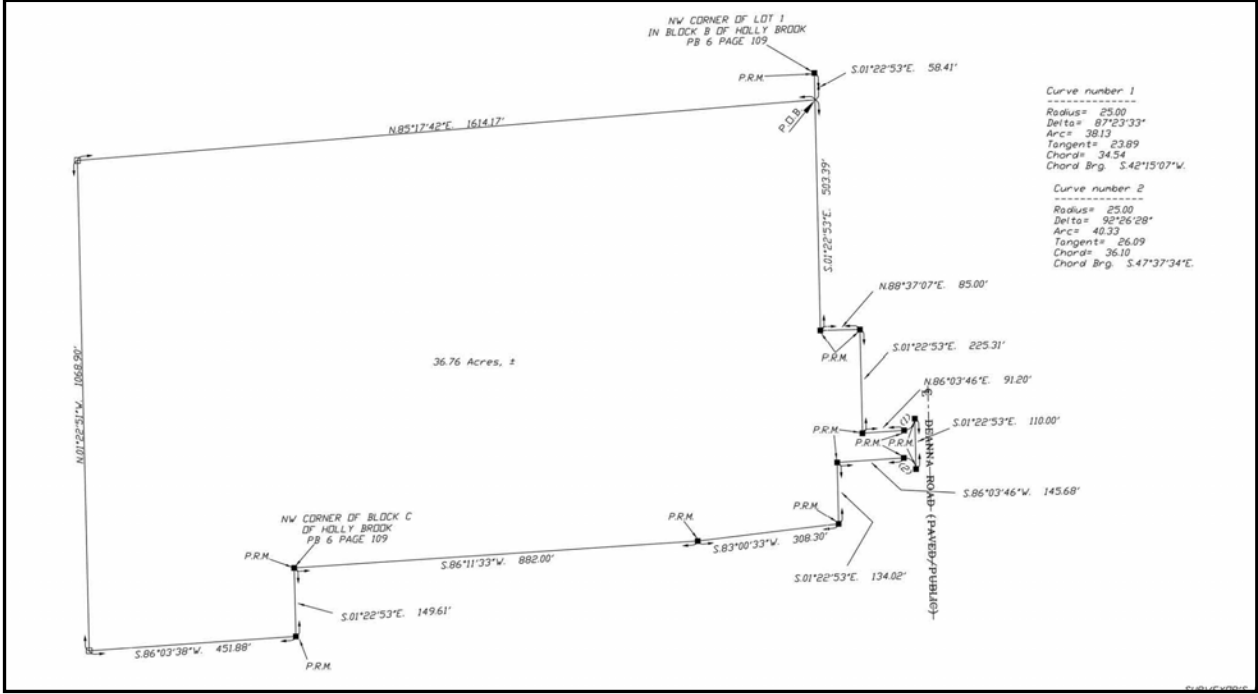


PROPERTY SURVEY – Historical West Segment - Britt Surveying



Easterly Segment Matches South
1.068.90' of Westerly Segment East
Line

PROPERTY SURVEY – Historical East Segment - Britt Surveying



ZONING, LAND USE PLAN, CONCURRENCY

Zoning/ Land Use Analysis

The subject has a “RSF-2”; *Residential, Single-family* Zoning Classification and a compatible and compliant *Residential Low Density* Land Use Classification. The RSF-2 zoning allows primarily site-built, single-family residential development with a minimum lot size of 20,000/SF. Other principal uses include public parks, public elementary and middle schools, churches and existing mobile homes.

The minimum lot width is 100’. Building setbacks include a front at 25’, side of 10’ and rear of 15’. The maximum height of structures is 35’. The maximum lot coverage ratio is 35%.

The *Residential Low Density* Land Use Designation provides for single-family residential at a density not to exceed two dwelling units per acre. The land use provides for similar uses as noted by the zoning to include churches, golf courses, various private clubs, lodges, etc. child care centers, home occupations, etc.

Current Situation

The property is currently sitting vacant and appears compliant with the applicable zoning and current land use classifications.

Concurrency and Impact Fee Analysis

Columbia County as with most Florida counties has concurrency provisions applicable for new development. The concurrency requirement mandates that before any proposed development can obtain a final development order it must be demonstrated that its impact can be adequately absorbed by the public facilities.

Columbia County imposes Impact Fees in the form of “Fair Share” contributions for *new* development. These fees vary based upon the type and intensity of development and are used for such services as roadway, education, utilities and emergency service improvements. A development plan would be required to determine applicable fair share contribution, if any.

ASSESSED VALUE, TAXES, SPECIAL ASSESSMENTS

Columbia County has the subject assessed under three separate Tax Parcel numbers. The tax tables presented reflect a summary of the Just, Assessed and Taxable values for each Tax Parcel number for the subject.

Parcel 07-4S-17-08106-000

2016 Certified Values			2017 Working Values <i>(...Hide Values)</i>		
Mkt Land Value	cnt: (0)	\$108,896.00	Mkt Land Value	cnt: (0)	\$108,896.00
Ag Land Value	cnt: (1)	\$0.00	Ag Land Value	cnt: (1)	\$0.00
Building Value	cnt: (0)	\$0.00	Building Value	cnt: (0)	\$0.00
XFOB Value	cnt: (0)	\$0.00	XFOB Value	cnt: (0)	\$0.00
Total Appraised Value		\$108,896.00	Total Appraised Value		\$108,896.00
Just Value		\$108,896.00	Just Value		\$108,896.00
Class Value		\$0.00	Class Value		\$0.00
Assessed Value		\$108,896.00	Assessed Value		\$108,896.00
Exempt Value		\$0.00	Exempt Value		\$0.00
Total Taxable Value		Cnty: \$108,896 Other: \$108,896 Schl: \$108,896	Total Taxable Value		Cnty: \$108,896 Other: \$108,896 Schl: \$108,896

The total 2016 Just Value for this TPN is \$108,896. The property appraiser’s website notes the 2017 “Working Numbers”, which are uncertified at \$108,896 which is identical to the 2016 values.

Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
BOARD OF COUNTY COMMISSIONERS	8.0150	71,464	0	\$71,464	\$572.78
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	0.7480	71,464	0	\$71,464	\$53.45
LOCAL	4.8510	71,464	0	\$71,464	\$346.67
CAPITAL OUTLAY	1.5000	71,464	0	\$71,464	\$107.20
SUWANNEE RIVER WATER MGT DIST	0.4104	71,464	0	\$71,464	\$29.33
LAKE SHORE HOSPITAL AUTHORITY	0.9620	71,464	0	\$71,464	\$68.75
Total Millage	16.4864				
		Total Taxes			\$1,178.18
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
FFIR	FIRE ASSESSMENTS	\$183.32			
GGAR	SOLID WASTE - ANNUAL	\$193.00			
		Total Assessments	\$376.32		
Taxes & Assessments					\$1,554.50

The total ad valorem tax amount for this TPN subject is \$1,554.50 (2015). There are non-ad valorem special assessments for Fire and Solid Waste Assessment applicable to the property in the amount of \$376.32. There were no outstanding property taxes noted during the online inquiry.

Parcel 07-4S-17-08106-006

2016 Certified Values			2017 Working Values <i>(...Hide Values)</i>		
Mkt Land Value	cnt: (0)	\$32,809.00	Mkt Land Value	cnt: (0)	\$32,809.00
Ag Land Value	cnt: (1)	\$6,606.00	Ag Land Value	cnt: (1)	\$6,606.00
Building Value	cnt: (0)	\$0.00	Building Value	cnt: (0)	\$0.00
XFOB Value	cnt: (0)	\$0.00	XFOB Value	cnt: (0)	\$0.00
Total Appraised Value		\$39,415.00	Total Appraised Value		\$39,415.00
Just Value		\$187,794.00	Just Value		\$187,794.00
Class Value		\$39,415.00	Class Value		\$39,415.00
Assessed Value		\$39,415.00	Assessed Value		\$39,415.00
Exempt Value		\$0.00	Exempt Value		\$0.00
Total Taxable Value	Cnty: \$39,415 Other: \$39,415 Schl: \$39,415		Total Taxable Value	Cnty: \$39,415 Other: \$39,415 Schl: \$39,415	

The total 2016 Just Value for this TPN is \$187,794. The property appraiser’s website notes the 2017 “Working Numbers”, which are uncertified at \$187,794 which is identical to the 2016 values.

Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
BOARD OF COUNTY COMMISSIONERS	8.0150	71,464	0	\$71,464	\$572.78
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	0.7480	71,464	0	\$71,464	\$53.45
LOCAL	4.8510	71,464	0	\$71,464	\$346.67
CAPITAL OUTLAY	1.5000	71,464	0	\$71,464	\$107.20
SUWANNEE RIVER WATER MGT DIST	0.4104	71,464	0	\$71,464	\$29.33
LAKE SHORE HOSPITAL AUTHORITY	0.9620	71,464	0	\$71,464	\$68.75
Total Millage		16.4864	Total Taxes		\$1,178.18
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
FFIR	FIRE ASSESSMENTS	\$183.32			
GGAR	SOLID WASTE - ANNUAL	\$193.00			
Total Assessments					\$376.32
Taxes & Assessments					\$1,554.50

The total ad valorem tax amount for this TPN subject is \$1,554.50 (2015). There are non-ad valorem special assessments for Fire and Solid Waste Assessment applicable to the property in the amount of \$376.32. There were no outstanding property taxes noted during the online inquiry.

Parcel 07-4S-17-08110-003

2016 Certified Values			2017 Working Values <i>(...Hide Values)</i>		
Mkt Land Value	cnt: (0)	\$48,089.00	Mkt Land Value	cnt: (0)	\$48,089.00
Ag Land Value	cnt: (1)	\$0.00	Ag Land Value	cnt: (1)	\$0.00
Building Value	cnt: (0)	\$0.00	Building Value	cnt: (0)	\$0.00
XFOB Value	cnt: (0)	\$0.00	XFOB Value	cnt: (0)	\$0.00
Total Appraised Value		\$48,089.00	Total Appraised Value		\$48,089.00
Just Value		\$48,089.00	Just Value		\$48,089.00
Class Value		\$0.00	Class Value		\$0.00
Assessed Value		\$48,089.00	Assessed Value		\$48,089.00
Exempt Value		\$0.00	Exempt Value		\$0.00
Total Taxable Value	Cnty: \$48,089 Other: \$48,089 Schl:	\$48,089	Total Taxable Value	Cnty: \$48,089 Other: \$48,089 Schl:	\$48,089

The total 2016 Just Value for this TPN is \$48,089. The property appraiser’s website notes the 2017 “Working Numbers”, which are uncertified at \$48,089 which is identical to the 2016 values.

Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
BOARD OF COUNTY COMMISSIONERS	8.0150	48,089	0	\$48,089	\$385.43
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	0.7480	48,089	0	\$48,089	\$35.97
LOCAL	4.5040	48,089	0	\$48,089	\$216.59
CAPITAL OUTLAY	1.5000	48,089	0	\$48,089	\$72.13
SUWANNEE RIVER WATER MGT DIST	0.4093	48,089	0	\$48,089	\$19.68
LAKE SHORE HOSPITAL AUTHORITY	0.9620	48,089	0	\$48,089	\$46.26
Total Millage		16.1383	Total Taxes		\$776.06
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
FFIR	FIRE ASSESSMENTS	\$53.74			
Total Assessments					\$53.74
Taxes & Assessments					\$829.80

The total ad valorem tax amount for this TPN subject is \$829.80 (2015). There are non-ad valorem special assessments for Fire and Solid Waste Assessment applicable to the property in the amount of \$53.74. There were no outstanding property taxes noted during the online inquiry.

HISTORY OF PROPERTY (FIVE YEARS)

Current Owner(s): Thomas T. Demas, Luis Barcardi [08106-000; 0810-013]
Thomas T. Demas, Feagle Family Partnership LTD [08106-006]
Address: P.O. Box 1933
Lake City, FL 32056

A title package nor a title abstract were provided for this assignment. Review of the property record cards for the parent tract was conducted by the appraiser and no prior transactions were noted to have occurred over the last five years.

Listings, Options or Pending Contract: There was no sale, listing, options or pending contracts for the subject noted during review of the NFMLS and interview with the property owner(s).

Encumbrances of Record

There are no known or assumed encumbrances affecting the subject.

EXPOSURE/MARKETING TIME

Inherent in the estimate of market value is the typical exposure time for this type of property in this market environment. Reasonable exposure time is a function of price, use, and motivation of parties which may vary from transaction to transaction. Sales activity for similar property types within the relevant market area and Columbia County has been extremely limited over the last few years in large part due to less than favorable economic conditions. With generally slow, but stable, market conditions an estimate of exposure time is at best subjective. Interviews with local real estate brokers and appraisers as well as analysis of sales and listing activity were conducted to quantify an exposure period for the subject. Based upon all of the available data an exposure period of one year or longer may be required for the subject.

PUBLIC AND PRIVATE RESTRICTIONS

There were no known private restrictions noted by the research conducted. All public restrictions are typical for the area and include those typically enforced by the local governing bodies such as zoning and land use departments. These restrictions are typical and have no atypical effect on the utility or value of the property.

ANALYSIS OF DATA AND CONCLUSIONS

HIGHEST AND BEST USE ANALYSIS

The definition for “Highest and Best Use”⁴ is defined as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial possibility, and maximum profitability.

The phrase “*highest and best use*” means highest and most profitable use for which the property is reasonably adaptable and needed, or is likely to be needed, in the near or foreseeable future.

Highest and best use may also be described as the available use and program of future utilization which produces the highest present land value. The profitability of the use may not include the monetary considerations inherent in the property. The profitability or greatest return may be in the form of amenities. Any highest and best use determination of a site, vacant or improved, would be predicated upon a sufficient demand in the market for that particular use.

PRESENT USE

The subject is sitting vacant and idle.

Highest and Best Use

Physically Possible – The subject is moderately to heavily wooded and a few interspersed cleared areas and contains a total of 69.05/Acres. The property is situated north of SW Bambi Lane and west of SW Deanna Terrace which is also situated centrally between SW State Road 47 and SW Sisters Welcome Road.

The site has varied topography with a general decline in elevation from north to south and east to west. The property lies mostly within Flood Zone X while having a few small low lying plums of Flood Zone A totaling about 3/Acres ±. The NWI Map indicates a few small, interspersed plumes identified as Palustrine Wetlands which appear consistent with the areas of Flood Zone A. The general soil analysis reflects soil types which include both well drained and poorly drained soil types. About 16/Acres ± (23%±) mostly in the central and east property segments identified as either *Surrency* or *Panteco* Soils which are classified as a hydric soil variety.

There is fee access from SW Deanna Terrace, and two ingress/egress easements, one from the terminus of SW Bambi Lane and the other along SW Hideaway Drive. SW Deanna Terr and SW Bambi Ln are both county paved roadways while SW Hideaway Dr is a private limerock stabilized one-lane road. Excepting SW Deanna Terr, these access points connect with the internal trail road system which meanders throughout the property.

⁴*The Dictionary of Real Estate Appraisal, Third Edition, P. 171*

Development within this immediate area requires use of wells and septic tank systems as municipal water and sewer services are not currently available at this location.

Legally Permissible – The subject has an assigned zoning of *RSF-2; Residential Single Family* and a Land Use designation of *Residential Low Density* by Columbia County. These classifications allow site-built residential development at a density not to exceed 2/DU/Acre. The property appears compliant with the current zoning and land use designations. Residential development of the property would require plat approval by Planning and Zoning and Board of County Commission.

Financially Feasible – Residential development activity in the form of new subdivisions has been effectively nonexistent over the last about decade. There continues to be notable residential lot inventory within residential subdivisions developed prior to the 2008 recession. Speculative development on this existing inventory has been limited and only occurred over the last 2-3 years. While the market for almost all property types appears stable, excepting commercial development mostly outside of the neighborhood, other development has been at best limited. A general lack of new development activity does indicate however that full recovery to prerecession levels has not yet occurred.

The subject is physically adaptable to residential development, however would require planning consideration to address the flood hazard, jurisdictional wetlands and hydric soil conditions which exist. The current zoning and land use classifications legally provide for development with a minimum site size of 20,000/SF while also requiring retention and noted consideration of limiting physical property conditions. Considering the absence of new residential development and current existing unabsorbed supply, to include nearby Amelia Landing located south of the subject, current development of the subject would be speculative and not considered financially feasible. That noted, a holding or speculative investment period would reasonably apply until market conditions improve for this market segment.

Maximally Productive - The sales researched and data presented for analysis were acquired for a combination of speculative investment purposes in coordination with speculative future residential development plans. The residential predominance of the neighborhood and land use reasonably indicate the maximally productive use and highest and best use to involve residential development, noting however, the current market climate would involve a speculative holding period. This holding period would occur to allow market conditions to improve and existing inventory to absorb. Ultimately, this use is physically and legally available and would represent the most maximally productive use for the subject.

HIGHEST AND BEST USE CONCLUSION

Highest and Best Use: Speculative Investment for Future Residential Development

APPROACHES TO VALUE USED AND EXCLUDED

Three approaches are typically used to estimate market value - - - the Cost Approach, the Sales Comparison Approach and the Income Capitalization Approach. Land value alone is generally estimated using the Sales Comparison Approach. For improved properties, all approaches are equally valid, with differences in reliability dependent on the quality and quantity of available data used in the approach. In this instance the property is analyzed as a vacant tract of land which utilizes the Sales Comparison Approach (Land Valuation). The Cost and Income Approaches are not applicable and are excluded.

SALES COMPARISON APPROACH

The Sales Comparison (Land Valuation) is based upon the *Principle of Substitution*. The premise is that an informed purchaser would pay no more for a property than the cost to purchase another of equal utility. In the Sales Comparison Approach, sales of similar or comparable properties are analyzed and compared to the subject taking into consideration differences and similarities in the date of sale, age, location, physical characteristics, conditions influencing the sale, etc. After giving consideration to the differences between each sale and the subject, a value range is indicated and reconciled into the total value estimate by this approach. There are three basic steps to the Sales Comparison Approach which are shown as follows:

1. Locate comparable properties that have recently sold.
2. Analyze and compare each to the subject, taking into consideration any dissimilarity between them and the subject.
3. Estimate a value for the subject based on the sale's relative similarities, dissimilarities, and analyses thereof.

To be an adequate sale for comparison it needs to meet the following requirements:

1. It must be an arm's length or open market transaction.
2. It must be voluntary and not under duress.
3. It must have occurred within a reasonable period of time.
4. It must be reasonably similar to the subject with respect to zoning, location, and physical characteristics.

As noted within the *Scope of Work Section*, we have researched, examined and verified sales utilizing public records, commercial sources and through interviews conducted with market participants. All sales have been inspected and verified to provide the following comparative analysis of the various physical characteristics.

A narrative description of the sales data is presented followed by a summary grid of various comparative elements and analysis of pertinent physical characteristics. The market indicates that for this property type the most relative unit of comparison is the price per acre. The unit value and subsequent adjustments to the sales data, if any, are based upon the per acre unit of comparison.

SCOPE OF RESEARCH CONDUCTED

As described within the report the subject represents a larger vacant acreage tract which has the legal availability, physical capability with proper planning and positioning to have an ultimate highest and best for residential subdivision development. This ultimate use is predicated by a speculative holding period until market conditions improve and some degree of existing inventory is absorbed.

The research conducted and ultimately the data available for comparison was notably limited as result of the persistent less than favorable market condition for residential development tracts. Accordingly, an extended retrospective research period of as much as 5-6 years was required. The data discovered, verified and presented for comparison, while having differences, represents the best and effectively only credible data available for analysis.

COLLECTION OF COMPARABLE SALES



Sale 1 is a vacant tract situated on the easterly side of S US Highway 441 across from its intersection with SW Tustenuggee Ave. in Lake City, Columbia County. The transaction took place in September of 2016. It was recorded in Official Records Book 1321, Page 1010 and was a sale facilitated by General Warranty Deed between N & G Properties of North Florida, LLC (Grantor) and Forty Seven Properties, Inc. (Grantee). The purchase price was \$400,000 or \$7,096/Acre for this 56.37 acre tract. The property is currently sitting vacant and idle. The tax parcel number for this property is 17-4S-17-08410-000.

This property was marketed in the MLS as Listing #73685 for approximately six and a half years. The

final list price was \$450,000.

The site has an irregular shape with frontage of 1,630' ± and an average depth of 1,500' ±. It was partially cleared pastureland, but overgrown at time of sale. The property has frontage on a paved two-lane highway. Physical and legal access is provided by its frontage along S US Highway 441. Development requires a private well and septic system, which is typical for the area with no negative effect on value. The site lies entirely within Flood Zone X, which is not a flood hazard area. NWI maps did not indicate any wetlands present on the property. There is an outparcel located near the center of the west property line consisting of approximately three acres. This outparcel was cut out of the parent tract prior to the sale. The property is zoned "RSF-2;" Residential, with a "Residential-Low" land use designation.



Sale 2 is a vacant residential tract situated on the west side of SW Sparrow Terr. approximately 0.25 mile south of Hope Henry St. and 0.20± mile north of SW Tunsil St. Ave. in Lake City, Columbia County. The transaction took place in September of 2016. It was recorded in Official Records Book 1323, Page 458 and was a sale facilitated by Warranty Deed between Theodore W. Hatem (Grantor) and Johnny Ray and Narragansett C. Smith (Grantee). The purchase price was \$116,500 or \$5,065/Acre for this 23 acre tract. The property is currently sitting vacant and idle. The tax parcel number for this property is 15-4S-16-03023-006. The property card indicates a total tract of 46/Acres, however, it was verified that the tract consists of 23/Acres overall and the property card information

is inaccurate.

*Demas-Feagle Tract
Columbia County, FL*

This property was marketed in the MLS as Listing #93150 for 219 days. The sales price was negotiated without appraisal.

The site has a rectangular shape with frontage of 775' ± and an average depth of 1,300' ±. It was mostly wooded at time of sale. The property has frontage on a graded county roadway (SW Sparrow Terr.). Physical access is via the property's frontage along the west side of SW Sparrow Terr. Development requires a private well and septic system, which is typical for the area with no negative effect on value. The site lies entirely within Flood Zone X, which is not a flood hazard area. NWI maps did not indicate any wetlands present on the property. The property is zoned "RSF-2;" Residential, with a compliant "Residential, Low Density;" land use designation.



Sale 3 is a vacant residential tract located at the south terminus of SW Wings Terrace approximately 700'± south of SW Bambi Ln. in Lake City, Columbia County. The transaction took place in August of 2016. It was recorded in Official Records Book 1320, Page 27 and was a sale facilitated by Warranty Deed between F.C. Carroll Properties, Inc. (Grantor) and Troy M. Hollingsworth (Grantee). The purchase price was \$195,000 or \$9,873/Acre for this 19.75 acre tract. The property is currently sitting vacant and idle. The sale included two separate tax parcels: 07-4S-17-08106-003 is comprised of 18.89/Acres. A non-contiguous piece (Tax Parcel Number 07-4S-17-08106-11) consisting of 0.85/Acres was included. The non-contiguous piece is situated in the southwest corner of the terminus of SW Challenger Ln.

This property was unsuccessfully marketed in the MLS as Listing #92927 for 197 days before expiring. The grantee then contacted the grantor and negotiated the sales price based on an appraisal. The Grantee verified that he plans to subdivide and develop the tract in the future for multiple home sites.

The site has an irregular shape with frontage of 1,450' ± and an average depth of 750' ±. It was mostly wooded at time of sale. The property has frontage on the runway within the Cannon Creek Airpark development. Physical access is via the property's frontage at the southern terminus of SW Wings Terrace. The non-contiguous lot has frontage and access along the southwesterly terminus of SW Challenger Ln. Development requires a private well and septic system, which is typical for the area. The site lies mostly within Flood Zone X, which is not a flood hazard area. There is a swath dissecting the western half of the property consisting of approximately 6/Acres ± lying within Flood Zone AE, which is a flood hazard area. NWI maps indicated approximately 6.30/Acres ± (43%) of the tract as Palustrine jurisdictional wetlands. The property is zoned "RSF-2;" Residential, with a compliant "Residential, Low Density;" land use designation.

*Demas-Feagle Tract
Columbia County, FL*



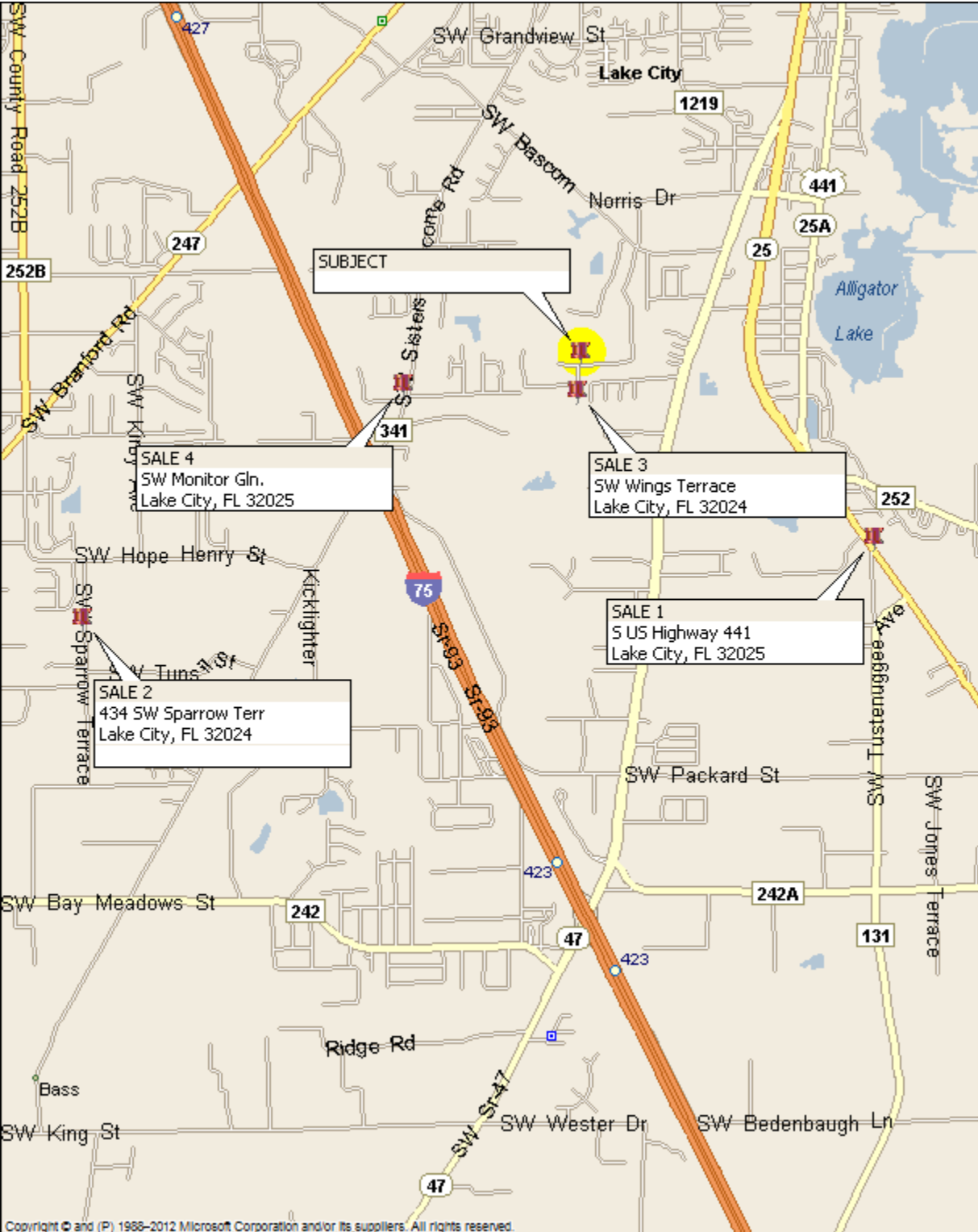
Sale 4 is a vacant tract situated in the northwest corner of the intersection of SW Monitor Gln. and SW Sisters Welcome Rd. in Lake City, Columbia County. The transaction took place in April of 2012. It was recorded in Official Records Book 1233, Page 261 and was a sale facilitated by Warranty Deed between Raymond R. Sessions, Jr. (Grantor) and S. Plato Kirby, Jr. (Grantee). The purchase price was \$100,000 or \$5,277/Acre for this 18.95 acre tract. The property is currently vacant and sitting idle. The tax parcel number for this property is 12-4S-16-02940-006.

This property was not marketed in the MLS prior to sale. Neither party was available for verification; however personnel within Columbia County Clerk

of Court verified this to be an arm's length transaction.

The site has an irregular shape with frontage of 800' ± and an average depth of 1,145' ±. It was partially cleared time of sale. The property has dual frontage on two paved roadways. Legal access is provided by its frontage along SW Sisters Welcome Road, a two-lane county roadway and SW Monitor Glen which is a paved, private road originally described as an easement for ingress and egress (See Deed). Development requires a private well and septic system, which is typical for the area with no negative effect on value. The site lies mostly within Flood Zone X, which is not a flood hazard area; with a small pond near the east line identified as Flood Zone A (0.90/Acre ±). NWI maps indicated the pond area as Palustrine wetlands. The property is zoned "RSF-2;" Residential, with a compliant "Residential, Low Density;" land use designation.

COMPARABLE SALES LOCATION MAP



COMPARABLE SALES SUMMARY ANALYSIS TABLE

	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4
Date of Sale	N/A	September 2016	September 2016	August 2016	April 2012
Recording Information	N/A	1321-1010	1323-458	1320-27	1233-261
Location/Address	SW Bambi Ln	S US Hwy 441	434 SW Sparrow Ter	SW Wings Ter	SW Monitor Gln
County Location	Columbia	Columbia	Columbia	Columbia	Columbia
Sale Price	N/A	\$400,000	\$116,500	\$195,000	\$100,000
Size of Tract (Ac.)	69.050	56.37	23.00	19.75	18.95
Sale Price/Ac		\$7,096	\$5,065	\$9,873	\$5,277
Property Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		0%	0%	0%	0%
Conditions of Sale		Arm's-Length	Arm's-Length	Arm's-Length	Arm's-Length
Adjustment		0%	0%	0%	0%
Market Conditions (Time)	December 2016	Similar	Similar	Similar	Similar
Adjustment		0.00%	0.00%	0.00%	0.00%
Adjusted Sales Price		\$7,096	\$5,065	\$9,873	\$5,277
Location/Exposure		Inferior	Inferior	Similar	Inferior
Adjustment		35.00%	35.00%	0.00%	35.00%
Size		Similar	Superior	Superior	Superior
Adjustment		0.00%	-10.00%	-10.00%	-10.00%
Topography		Superior	Superior	Inferior	Superior
Adjustment		-5.00%	-5.00%	10.00%	-5.00%
Access		Superior	Inferior	Similar	Similar
Adjustment		-5.00%	10.00%	0.00%	0.00%
Zoning/Land Use		Similar	Similar	Similar	Similar
Adjustment		0.00%	0.00%	0.00%	0.00%
Utilities		Similar	Similar	Similar	Similar
Adjustment		0.00%	0.00%	0.00%	0.00%
Other Considerations		Similar	Similar	Similar	Similar
Adjustment		0.00%	0.00%	0.00%	0.00%
Net Adjustments		25.00%	30.00%	0.00%	20.00%
Adjusted Sales Price		\$8,870	\$6,585	\$9,873	\$6,332

VACANT LAND SALES ANALYSIS

Property Rights Conveyed All sales were fee simple transfers of title warranting no adjustments for property rights.

Conditions of Sale Sales 1-2 were marketed through a real estate broker, MLS and verified to be arms-length transactions. Sale 3 was marketed in MLS but expired prior to its reported sale. It was verified with the Grantee to have been an arm's length transaction. Sale 4 was not marketed within MLS but verified with Columbia County personnel to have been an arm's length transaction. The verifications indicate all of the sales to have sold at market value with no adjustments for *Conditions of Sale* required.

Financing, Cash Equivalency All sales were purchased for cash, or terms equivalent to cash, with no special financing conditions which would have affected the sales price, or marketability. No adjustments were warranted in this area of comparison to any of the sales.

Market Conditions (Time) Analysis The sales utilized in direct comparison occurred between April 2012 and September 2016. The sales presented represent the best available data for this property type. Research was conducted in an attempt to isolate changes, if any, which have occurred in market conditions (time) over the extended period since the date of the sales and the date of value for the subject. The limited quantity of arm's length sales data and differences in physical features between the data prevented isolation for changes, if any, over the period which the sales occurred. There have been signs of stabilization within the market over the period which the sales have occurred. With indications of stabilization over this period and overall general consistency of the values for the data, no adjustments for market conditions are considered necessary. The reconciliation of the data will address the most recent data within the final estimate of value for the subject.

Location Analysis An adjustment for location may be required if the locational characteristics of the comparable property are significantly different from those of the subject property. Usually most properties within a neighborhood have similar locational characteristics. Locational adjustments are not generally needed for comparables that are within the same neighborhood as the subject property.

A property's location is analyzed in terms of the relative time/distance relationship between it and all likely destinations and origins. The relationship is relative because the location of the property can be judged only in relation to that of others. An appraiser can say that only one location is equal to, better, or worse than another location. No location is absolutely desirable or undesirable.

The subject is an interior tract generally situated between, but not fronting, SW Sisters Welcome Road, SW SR 47 and SW Marvin Burnett Road which is just south of the city limits of Lake City. This location is in proximity to the Cannon Creek and Brothers Welcome Airpark, both residential fly-in developments having taxiways with grass and paved runways.

Sale 1 is situated along the easterly side of S US Highway 441 across from its intersection with SW Tustenuggee Ave which is south of the city limits of Lake City. Sale 2 is along SW Sparrow Terrace about 1/4 of a mile south of its intersection with SW Hope Henry Street and 1/4 mile north of SW Tunsil Street which is south of the city limits of Lake City.

Sale 3 is situated near the terminus of SW Wings Terrace and at its intersection with SW Challenger Lane. This is a noncontiguous tract with the majority lying along the grass taxiway leading to the grass landing strip for Cannon Creek Airpark. There is a small segment (lot) which lies along the north side of the taxiway across for the main body of the sale property. This location is south of the city limits of Lake City and only about 500'-600' south of the subject.

Sale 4 is situated in the northwest corner of the intersection of SW Monitor Glen and SW Sisters Welcome Road which is just north of the intersection of Interstate 75 and SW Sisters Welcome Road. This location is west across SW Sisters Welcome Road from Cannon Creek/Brothers Welcome Airpark and the subject also south of the city limits of Lake City.

With the exception of the location and amenity of the subjects' location to Cannon Creek Airpark, all sales have generally similar locational characteristics, or which the differences are subtle enough as to not require adjustment. Only one sale, Sale 3, was available for comparison which has similar airpark amenity. It is located just south and across the easterly taxiway for the Cannon Creek grass runway from the subject. As reflected by its highest unit sale price when comparing to the other sales, the airpark amenity/location factor is notably value influencing.

As there was only one sale with airpark/location amenity, an analysis and study of the premium associated with this amenity was conducted and is included within the Addenda. The following represent the conclusions of that study as to the airpark/location amenity.

Airpark/Location Amenity Study - Summary and Conclusion

The matched pair's analysis clearly indicates a difference in value associated with the amenity/location within an airpark community. The data indicates a premium range for the airpark amenity/location which ranges between 18% to as high as 48%. Most of the indications are below that of Comparison 3 which indicates the highest indication at 48%, likely a result of its runway frontage. The other study tracts are along taxiways or interior lots which have access via nearby taxiways to the runways. When considering all comparative factors and indications of the data, a premium of 35% for the airpark location/amenity is considered both reasonable and well supported by the data and study presented.

Based upon the referenced study, an upward adjustment of 35% is made to Sales 1-2 and 3 which do not have the same airpark/location amenity. Sale 4 is located within the same airpark community and requires no adjustment for location.

Size Analysis The subject has a total size of 69.05/Acres per historical surveys provided by the client. The sales used in direct comparison range in size between 18.95/Acres and 56.37/Acres. An extensive sales search was conducted for similar vacant residential development tract sales with the results being extremely limited for this property type and size. Considering the very limited data and physical differences, the isolation of a size variance with the sales proved difficult to quantify.

Sale	Size/Acres	Sales Price
4	18.95	\$5,277
3	19.75	\$9,873
2	23.00	\$5,065
1	56.37	\$7,096

The sales utilized represent the best and most similar located within the subject's market area although all were smaller than the subject. When data is available in sufficient quantity, it is typical for the data to reflect differences in unit value based upon the size/value axiom that being smaller tracts typically reflect higher unit prices while larger tracts typical reflect lower

unit prices.

Although there are other value influencing factors other than size between the data and subject, the size/value axiom does have some support from the data group. In this instance, Sale 4 which is the smallest tract reflects one of the lowest unit values, while the remaining data albeit larger reflect variances in their unit values. While the small and statistically invalid data sample is inconclusive as to the size adjustment this is not surprising considering the limited data. Considering the size influence on a number of sales which have been reviewed, all other factors being equal, typical size/value influences are considered relevant warranting adjustment.

While size difference is a value influencing factor, it is less influencing than some other property types due to overall utility and economic efficiencies during the development process. The adjustments made to Sales 2-4 are reflective of the size component and similar given the similarity of their tract sizes.

Topography Analysis The site has a varied topography with a mostly gradual elevation change with a general decline from north to south and east to west. The property is identifies as having about three acres within Flood Hazard Zone A, which generally corresponds with the 6.52/Acres (9%) of the area identified as Palustrine wetlands. The property is mostly wooded with native pine and hardwoods with a couple areas of interspersed somewhat cleared areas.

Sales 1-2 are identified as having no flood hazard area or wetlands and lie generally at grade to their respective roadways. Sale 1 was has scattered trees with a concentration within its southeast corner and a grass/pasture ground cover. Sale 2 was moderately to heavily wooded with native pine and hardwood with a moderate ground cover of native vegetation.

Sale 3 is moderately wooded with native pine and hardwood with a moderate ground cover. It has is a strand containing about 6/Acres ± of Flood Hazard Zone AE crossing the western half of the property which also corresponds with Palustrine jurisdictional wetlands of generally the same amount. While aerial and ground observations indicate these percentages to conditions to be somewhat excessive, the overall topography is rated inferior warranting at least a tempered upward adjustment.

Sale 4 is partially cleared (south) and wooded (north) with a mixture of native pine and hardwood and a grass ground cover. The property is generally level and lies at road grade to surrounding roadways. There is a small pond along the east line which is associated with a small area of Flood Zone A and jurisdictional wetlands (5%) area along its east line. This area corresponds with a small area of Palustrine jurisdictional wetlands estimated at 5% ±, which is inferior to the subject warranting a nominal upward adjustment.

Access Analysis The subject has fee access but not constructed physical access along about 81' of frontage with SW Deanna Terrace, a two-lane, paved roadway. There are two, ingress/egress access easements which provide legal and physical access, one extending from the terminus of SW Bambi Lane a county paved two-lane roadway, and the other via SW Hideaway Dr., a private limerock road which connects with the north end of the property and SW Marvin Burnett Road.

Sale 1 has primary frontage and access along S US Highway 441, a two-lane paved highway. While the noted sale frontage provides good opportunity for various driveway connections, it is likely a single driveway connection would be required for residential development. Considering the multiple access points, while slightly inferior condition of having to develop physical access and use of easements, these factors serve to temper the access adjustment warranting a nominal downward adjustment for the access component.

Sale 2 has frontage and access along SW Sparrow Terrace, a graded dirt roadway which connects with SW Hope Henry St., a paved county roadway about ¼ mile to the north. Paved access in comparison to graded road access is a value influencing factor warranting its inferior rating. When considering the amount of road frontage and offsetting factor of being along a non-paved roadway an inferior ranking and upward adjustment are warranted.

Sale 3 is a noncontiguous tract with the main body of the property having frontage and access along SW Wings Terrace which terminates into the north east corner of the property and is a private, two-lane paved roadway within the development. The noncontiguous segment (lot) of the sale has access at the cul-de-sac of SW Challenger Lane, a paved development roadway. While differences in access exist, considering the size and access connection for this sale, a similar ranking is warranted and no adjustment applied.

Sale 4 has dual frontage and access along SW Sisters Welcome Rd., a paved two-lane roadway and SW Monitor Glen a private two-lane paved roadway which was originally deeded as a 60' access easement however verified to be a private road. With dual frontage one being public and one being private and under private ownership, these differences are considered subtle enough as to not warrant adjustment.

Zoning/Land Use Analysis All sales as well as the subject have identical *RSF-2; Residential Single-Family* zoning and *Residential Low Density* land use classification. This zoning permits site-built residential development with a minimum lot size of 20,000/SF. As with the subject, all sales require plat approval by the county commission which would include provisions for topography, i.e. wetlands, flood hazard areas, retention, etc.

Utilities Analysis The sales and subject are all situated in areas which require use of wells and septic tank systems for development as municipal water and sewer are not currently available at their locations. As such, no adjustments are required in the area of utilities.

Other Considerations The subject and Sale 3 both have proximity to and ultimately access to the Cannon Creek Airpark amenities, i.e. taxiways, airstrips albeit requiring payment of applicable runway license fee and applicable runway use and maintenance fees. These fees apply similarly for all airpark users and are unique to the fly-in community. As the location adjustment made addresses the airpark amenity no further adjustment is necessary. Subtle differences including: Sale 1 having a small inholding under separate ownership, Sale 3 being noncontiguous having a small segment located north of the taxiway, are considered subtle enough as to not require separate analysis or adjustment.

INDICATED VALUE BY SALES COMPARISON APPROACH

The sales presented all occurred during generally stable market conditions while noting that Sale 4 is the oldest occurring in 2012, while Sales 1-2 all occurred within 2016 and provide good comparative information. Sale 3 represents the overall best comparison for location and the airpark amenity and influence being located within the Cannon Creek community and along the easterly taxiway. The remaining sales were not so located, and were all ranked inferior and adjusted equally by a well-documented amenity/location study. Only nominal differences and resulting adjustments as to access, topography, etc. were necessary with no adjustments necessary in the comparative areas of zoning/land use, utilities and other conditions.

In final analysis, the adjusted indications of the sales data range from a low of \$6,332/Acre to a high of \$9,873/Acre and a mean of \$7,915. Considering the very similar location and airpark amenity of Sale 3 to the subject as well as its 2016 sale data, this sale warrants notable consideration and weight in the final opinion of value. It along with Sale 1 represents the highest unit value grouping while the Sales 2 and 4 represent a somewhat divergent grouping. Considering the analysis presented it is the appraisers' opinion that a unit value near the top indication and supported by the Sale 1/3 indications at \$9,000/Acre is both reasonable and the most supported for the subject. The *fee simple* value opinion for the subject is as follows:

<u>Total Units</u>		<u>Unit Value</u>		<u>Indicated Value</u>
69.05 Acres	@	\$9,000/Acre	=	\$621,450
TOTAL LAND VALUE - BEFORE THE TAKING, (R)				\$621,500

RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

Based on the discussion and analysis in the Sales Comparison Approach, (Land Valuation) the subject has a market value of \$621,500. This value is allocated all to the land component.

DESCRIPTION AND VALUATION OF PART ACQUIRED

DESCRIPTION OF THE PART ACQUIRED

Land in the Acquisition

The client has provided, and this analysis considers, three acquisition options which are described below and reflected by associated graphics.

Option One Acquisition



Option One fee acquisition consists of a total area of 22.30/Acres and consists of an irregular flag-shaped segment encompassing the west line and southwest corner of the tract. The dimensions were taken from graphics provided by the client and survey from Britt Surveying. The west line measures 185.66' then jaunts north 1,908.98 forming the NW corner of the acquisition. The north line measures 79.74', then runs south 757.8' then turns east 603.20'. The east line measures 1,068.90'. The south line measures 642.08' forming the SW corner of the taking. The area of the taking is generally at road grade and is mostly wooded with natural pine and hardwoods and natural vegetation. Reference is made to the *Site Sketch* for visual orientation of the area of the

fee taking.

Option Two Acquisition



Option Two fee acquisition consists of a total area of 61.88/Acres and consists of an irregular shaped segment encompassing the west line, northwest corner and entire eastern segment of the tract. The dimensions were taken from graphics provided by the client and survey from Britt Surveying. The west line measures 185.66' then jaunts north 1,908.88'. The north line measures 79.74', then turns south 757' and then east 2,217.17. The east line measures 503.39' then jaunts east 85', then south 225.31' and turns east 91.20' to the west R/W of SW Deanna Terr. The east line continues along SW Deanna Terr. 110' then jaunts west 145.68' and turns south 134.02', forming the SE corner of the taking. The south line measures 2,237.70' then turns south 13' then

runs west 40.08' forming the SW corner of the taking. The area of the taking is generally at road grade and is mostly wooded with natural pine and hardwoods and natural vegetation. Reference is made to the *Site Sketch* for visual orientation of the area of the fee taking.

Option Three Acquisition



Option Three fee acquisition consists of a total area of 51.88/Acres and consists of an irregular shaped segment encompassing the west line and entire eastern segment and center of the tract. The dimensions were taken from graphics provided by the client and survey from Britt Surveying. The west line measures 185.66' then jaunts north 1,908.88'. The north line measures 671.74', then turns south 703.84', then runs east 1,614.17'. The east line measures 503.39' then jaunts east 85', then south 225.31' and turns east 91.20' to the west R/W of SW Deanna Terr. The east line continues along SW Deanna Terr. 110' then jaunts west 145.68' and turns south 134.02', forming the SE corner of the taking.

The south line measures 2,237.70' then turns south 13' then runs west 40.08' forming the SW corner of the taking. The area of the taking is generally at road grade and is mostly wooded with natural pine and hardwoods and natural vegetation. Reference is made to the *Site Sketch* for visual orientation of the area of the fee taking.

Improvements in the Taking

The subject is a vacant tract with no site or building improvements present on any of the three acquisition options.

VALUATION OF THE PART ACQUIRED

Land in the Taking

The value estimated for the subject land within the taking is as analyzed and shown below:

<u>Option</u>	<u>Units in Taking</u>	<u>Unit Value</u>	<u>Indicated Value</u>
One	22.30/Acres @	\$9,000/Acre =	\$200,700
Two	61.88/Acres @	\$9,000/Acre =	\$556,920
Three	51.88/Acres @	\$9,000/Acre =	\$466,920
TOTAL VALUE OF LAND IN THE FEE TAKING (R)			\$200,700 (Option One)
			\$557,000 (Option Two)
			\$467,000 (Option Three)

Improvements in the Acquisition

There were no site or building improvements present or acquired.

VALUATION OF REMAINDER AS A PART OF WHOLE PROPERTY

The difference between the value of the whole property and value of the part acquired equals the value of the remaining property as part of the whole property. The appropriate values are recapitulated as shown below:

Acquisition Option One

Value Before	\$621,500
Value of the Taking	<u>\$200,700</u>
Value of the Remainder – <i>As Part of the Whole</i>	\$420,800

Acquisition Option Two

Value Before	\$621,500
Value of the Taking	<u>\$557,000</u>
Value of the Remainder – <i>As Part of the Whole</i>	\$64,500

Acquisition Option Three

Value Before	\$621,500
Value of the Taking	<u>\$467,000</u>
Value of the Remainder – <i>As Part of the Whole</i>	\$154,500

PREMISE OF THE APPRAISAL – THE REMAINDER VALUATION

PURPOSE OF THE APPRAISAL OF REMAINDER AFTER THE ACQUISITION

The remainder appraisal is made under the assumption that Cannon Creek water retention project has been completed and is open for use. The market value of the parent tract before the taking has been estimated and the value of the part taken has been subtracted. This results in the estimated value of the remainder as part of the whole. The purpose of the appraisal of the remainder is to estimate its market value to discover if there are any damages or special benefits resulting from the taking.

APPRAISAL PROBLEM

The appraisal problem is to provide an opinion of the market value of the remainder to ascertain whether damages or special benefits have accrued as a result of the taking. In this situation the acquisition involved three options provided by the client which leaves three remainder tracts identified as Remainder Options 1-3.

The Option One Acquisition of 22.30/Acres has resulted in a reduction of the parent tract to 46.75/Acres or by about 32% of the before size. The Option Two Acquisition of 61.88/Acres has resulted in a reduction of the parent tract to 7.17/Acres or by about 90% of the before size. The Option Three Acquisition of 51.88/Acres taking has resulted in a reduction of the parent tract to 17.17/Acres or by about 75% of the before size. The remainder site options continue to be in compliance with the applicable zoning/land use as to site size similar to the before condition. The access points vary as to the differing remainder options requiring analysis.

Along with the noted size reduction and access changes, a primary difference within the after condition is the presence of the proposed water retention facility on the area acquired. This feature represents an adverse effect on the aesthetic appeal of the adjacent remainder tracts. The after analysis considers the reduction in size, access as well as the aesthetic effects of the water retention facility.

The following after analyses utilizes the same Sales Comparison Approach (*Land Valuation*) as in the before condition. For continuity, the *Remainder Descriptions* then *Valuation Sections* are presented in order, i.e. Remainder Descriptions for Option One, Two then Three, the Valuations Section for Option One, Two and Three.

PRESENTATION OF DATA - THE REMAINDER UNCURED

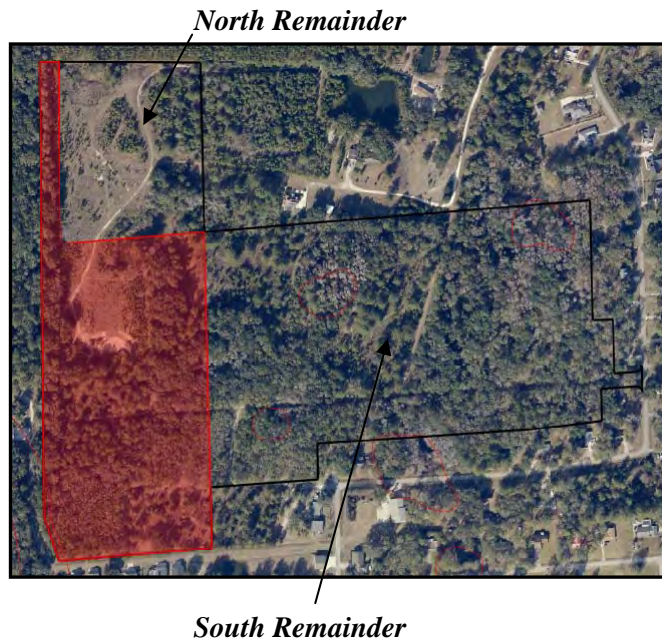
DESCRIPTION OF THE REMAINDER – UNCURED

Land Description:

Property Description - Remainder Segment Option One

The remainder is an irregular, two-part, noncontiguous tract containing a total of 46.75/Acres. The north remainder segment is rectangular with a north line measuring 591.70', the east line measures 703.84', the south line measures 603.20' and the west line measures 757.00'. This north remainder segment has 9.99/Acres. The east remainder is effectively the east property segment as indicated by the historical survey included within the discussion of the Before Condition. The dimensions are numerous with reference to the survey and describe an irregular, mostly rectangular tract containing 37.76/Acres. The dimensions noted were as provided by the client and extracted from the historical survey conducted by Britt Surveying.

The northern remainder segment is partially cleared/wooded with native pine and hardwoods and native ground cover. There is no flood hazard and only a very small segment of Palustrine wetlands identified in the southeast corner of this property segment. Access is by an ingress/egress easement which corresponds with SW Hideaway Drive, a private, lime rock roadway which connects with SW Marvin Burnett Road.



The easterly remainder segment is heavily wooded with native pine and hardwood with a moderate to thick ground cover. This property segment is the location of the small area of Flood Zone A and a couple of plumes of Palustrine wetlands estimated at about three acres. Access to this property segment is along SW Deanna Terrace and an ingress/egress easement extending west from the terminus of SW Bambi Lane, both two-lane, county paved roadways.

Property Description - Remainder Segment Option Two

The remainder is an irregular tract containing a total of 7.17/Acres. The remainder has a north line measuring 1,047.40', an east line measuring 150', a south line which extends west 452', then jaunts south for 256.10' then turns back west and runs 602' to the west property line which measures 413'.



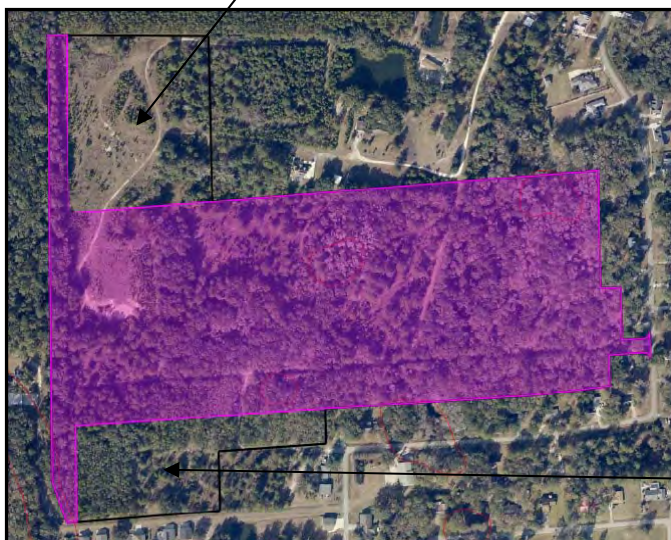
The remainder is mostly wooded with native pine and hardwoods and native ground cover. There is minute area of Flood Zone A and Palustrine wetlands skirting the westerly border associated with nearby Cannon Creek. Access is by an ingress/egress easement which corresponds with the terminus of SW Barbie Lane a two-lane, county paved roadway.

Remainder

Property Description - Remainder Segment Option Three

The remainder is an irregular, two-part, noncontiguous tract containing a total of 17.17/Acres. The north remainder segment is rectangular with a north line measuring 591.70', the east line measures 703.84', the south line measures 603.20' and the west line measures 757.00'.

North Remainder



This north remainder segment has 9.99/Acres. The northern remainder segment is partially cleared/wooded with native pine and hardwoods and native ground cover. There is no flood hazard and only a very small segment of Palustrine wetlands identified in the southeast corner of this property segment. Access is by an ingress/egress easement which corresponds with SW Hideaway Drive, a private, lime rock roadway which connects with SW Marvin Burnett Road.

South Remainder

The south remainder segment is heavily wooded with native pine and hardwood with a moderate to thick ground cover. This property segment is the location of the small area of Flood Zone A and a couple of plumes of Palustrine wetlands estimated at about three acres. Access to this property segment is along SW Deanna Terrace and an ingress/egress easement extending west from the terminus of SW Bambi Lane, both two-lane, county paved roadways

ZONING, LAND USE PLAN, CONCURRENCY

All subject remainder have the same zoning and land use designations as analyzed in the *Before Analysis*. The same analysis of highest and best use discussed in Section 240 of the before situation remains applicable for this after analysis.

EFFECT OF ACQUISITION ON REMAINDER – UNCURED

Remainder Segment Option One

As a result of the acquisition, Remainder Segment Option One is left as a two-part, noncontiguous tract with a North Remainder of 10/Acres ± and Easterly Remainder of 36.76/Acres. The North Remainder has access via an ingress/egress easement which mostly corresponds with existing SW Hideaway Drive, a private, lime rock roadway which connects with SW Marvin Burnett Road. This property segment no longer has proximity and accessibility to Cannon Creek Airpark and the fly-in amenity which was available in the before condition. The topography is mostly level with nominal wetlands and no flood hazard area. Legal and physical access is limited to the described ingress/egress easement which would require improvement for residential development activity as allowed by the residential zoning and land use and which is considered the highest and best use of the property. Additionally, this remainder will be situated next to a water retention facility which detracts from the natural aesthetics enjoyed in the before condition.

Although reduced in size to 36.76/Acres, the easterly remainder segment retains the same general physical characteristics as was described in the before condition. Fee access is from SW Deanna Terrace and ingress/egress easement extending from the terminus of SW Bambi Lane, which is identical to that available in the before situation, excluding the additional ingress/egress easement provided to the north remainder segment. It continues to have proximity to the Cannon Creek Airpark and fly-in amenity. As with the north remainder segment, the zoning and land use are unchanged and ultimately the highest and best use is also unchanged. Similarly, this remainder segment will be situated next to a water retention facility and have the same affect to the natural aesthetics. The after analysis for both remainder segments will consider the noted effects within its valuation.

Remainder Segment Option Two

The acquisition of 61.88/Acres has left a remainder of 7.17/Acres which is a small irregular segment along the south end of the original parent tract. This segment is heavily wooded with native pine and hardwood and a native ground cover. It has no identified flood hazard or wetlands areas. Access is by an ingress/egress easement extending from the terminus of SW Bambi Lane, which is identical to that available at this location in the before situation. The primary differences for this remainder include its

smaller size and location of an adjacent water retention facility. The after analysis for this remainder segment will consider the noted effects within its valuation.

Remainder Segment Option Three

As a result of the acquisition, Remainder Segment Option Three is left as a two-part, noncontiguous tract with a North Remainder of 10/Acres ±, identical to Option One, and a South Remainder of 7.17/Acres, identical to Option Two with those descriptions being applicable here. The same effects noted as to the North Remainder Segment of Remainder Option One similarly apply to this North Remainder Segment. Likewise, the same effects noted as to the remainder for Remainder Option Two applies for this South Remainder Segment.

The after analysis for all remainder options describes and analyzes the relevant changes which result from the three acquisition options. The after analysis also describes the various remainders after the acquisition as if the Cannon Creek stormwater enhancement project was completed which is a hypothetical condition.

ANALYSIS OF DATA AND CONCLUSIONS – THE REMAINDER

HIGHEST AND BEST USE

Reference is made to the *Highest and Best Use Analysis* in the *Before Analysis* as to the legal characteristics i.e. zoning and land use which has not changed for any remainder segment.

As noted within the *Description of the Remainder* and *Effect of Acquisition on Remainder*, Remainder Options 1 and 3 consist of a two-part, noncontiguous remainder. Both options have an identical North Remainder which has 10/Acre \pm and access limited to an ingress/egress easement corresponding with SW Hideaway Drive. This property segment no longer has proximity and accessibility to Cannon Creek Airpark and the fly-in amenity which was available in the before condition. While having the legal and physical characteristics for residential development similar to the before condition, this would exclude the premium measured for the airpark amenity.

All remainder options have remainder segments (east or south) which, as with the north remainder have the zoning and physical characteristics for residential development similar to the before condition, to include the airpark/fly-in community amenity. For these remainder segments the primary difference is in tract size. One additional difference for Remainder Segments Two-Three regards access. Both remainder segments have access along the terminus of SW Bambi Lane, by ingress/egress easement. Considering the remainder segment size and location, this is not a limiting development factor.

Although remainder sizes have been reduced, all segments continue to have sufficient size, shape and overall utility for development similar to that available in the before condition. The same zoning and land use continues to apply to all segments in after condition.

HIGHEST AND BEST USE CONCLUSION

All Remainder Options

Highest and Best Use: Speculative Investment for Future Residential Development

APPROACHES TO VALUE USED AND EXCLUDED

The same use of the Sales Comparison Approach (*Land Valuation*) as utilized in the Before Situation remains applicable for all remainder options within this After Situation. The Cost and Income Approaches were excluded in the Before Situation and are also excluded in this After Situation as all remainders are vacant tracts.

SALES COMPARISON APPROACH

REMAINDER SEGMENT OPTION ONE

This noncontiguous remainder includes a North Remainder of 10/Acres ± and Easterly Remainder of 36.76/Acres. The Easterly Remainder Segment retains notable similarity with the before condition, noting the primary difference being a reduction in size, and presence of an adjacent water retention facility. Considering the similarity, the same sales and comparative analysis with consideration of the water retention facility would be applicable and employed. The location of the adjacent water retention facility (pond) represents a negative effect due to a loss of aesthetic appeal. The market for this property type indicates that a feature of this type is a negative factor which affects value. A review of studies which have analyzed similar influencing factors was conducted and indicates that a value loss of 10% for the presence of a water retention pond to be supported and reasonable for this negative feature. This effect on value is applied to the unit value estimated within the before analysis as applied to the Easterly Segment of the Remainder.

A primary factor from the acquisition affecting the North Remainder Segment include its loss in association with the Cannon Creek Airpark and fly-in amenity as was enjoyed in the before condition. Additional factors which require consideration for this remainder segment changes in topography and access. Although the size for this remainder is significantly smaller than the before condition, it is a result of the acquisition. To consider the smaller size, which is typically a value enhancing factor, would be to consider a false enhancement due to the acquisition. As such, the size component as to its consideration is held constant. The following sales analysis grid has the same sales as presented within the before analysis, with consideration given to the noted differences for the North Remainder Segment.

COMPARABLE SALES SUMMARY ANALYSIS TABLE - AFTER CONDITION

	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4
Date of Sale	N/A	September 2016	September 2016	August 2016	April 2012
Recording Information	N/A	1321-1010	1323-458	1320-27	1233-261
Location/Address	SW Bambi Ln	S US Hwy 441	434 SW Sparrow Ter	SW Wings Ter	SW Monitor Gln
County Location	Columbia	Columbia	Columbia	Columbia	Columbia
Sale Price	N/A	\$400,000	\$116,500	\$195,000	\$100,000
Size of Tract (Ac.)	10.00	56.37	23.00	19.75	18.95
Sale Price/Ac		\$7,096	\$5,065	\$9,873	\$5,277
Property Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		0%	0%	0%	0%
Conditions of Sale		Arm's-Length	Arm's-Length	Arm's-Length	Arm's-Length
Adjustment		0%	0%	0%	0%
Market Conditions (Time)	December 2016	Similar	Similar	Similar	Similar
Adjustment		0.00%	0.00%	0.00%	0.00%
Adjusted Sales Price		\$7,096	\$5,065	\$9,873	\$5,277
Location/Exposure		Similar	Similar	Superior	Similar
Adjustment		0.00%	0.00%	-35.00%	0.00%
Size		Similar	Superior	Superior	Superior
Adjustment		0.00%	-10.00%	-10.00%	-10.00%
Topography		Similar	Similar	Inferior	Similar
Adjustment		0.00%	0.00%	15.00%	0.00%
Access		Superior	Superior	Superior	Superior
Adjustment		-10.00%	-5.00%	-5.00%	-5.00%
Zoning/Land Use		Similar	Similar	Similar	Similar
Adjustment		0.00%	0.00%	0.00%	0.00%
Utilities		Similar	Similar	Similar	Similar
Adjustment		0.00%	0.00%	0.00%	0.00%
Other Considerations		Superior	Superior	Superior	Superior
Adjustment		-10.00%	-10.00%	-10.00%	-10.00%
Net Adjustments		-20.00%	-25.00%	-45.00%	-25.00%
Adjusted Sales Price		\$5,677	\$3,799	\$5,430	\$3,958

VACANT LAND SALES ANALYSIS - AFTER

The same sales presented within the before analysis are presented for this after analysis of the North Remainder Segment. The value influencing factors which differ from the before analysis and this after analysis are analyzed.

The location component differs within the after condition with the remainder no longer having proximity and accessibility to Cannon Creek Airpark and the fly-in amenity. This factor was a primary value influencing factor which for non-airpark sales warranted a large adjustment. In the after condition Sales 1-2 and 4 are now rated similar for location with no adjustments applied. Sale 3 which is within the airpark is now considered superior due to its influence and is given a downward adjustment of 35%.

The topography of this remainder segment includes only a very small segment of wetlands with most that was present being either acquired on a separate remainder segment. The adjustments made to all sales reflect the differences in topography which now exists. The access feature for this remainder involves singular access along an ingress/egress easement corresponding with SW Hideaway Drive, a private, lime rock roadway. All sales have superior access being either along paved or graded roadways and are given downward adjustments.

The final value influencing component requiring consideration is the remainders location adjacent to a water retention pond. The location of the adjacent water retention pond represents a negative effect due to a loss of aesthetic appeal. The market for this property type indicates that a feature of this type is a negative factor which affects value. A review of various studies which have analyzed similar influencing factors was conducted and indicates that a value loss of 10% for the presence of a water retention pond to be supported and reasonable for this negative feature. This adjustment is applied under the Other Considerations category.

In final analysis, the adjusted indications of the sales data range from a low of \$3,799/Acre to a high of \$5,677/Acre and a mean of \$4,711. Considering the analysis presented it is the appraisers' opinion that a unit value slightly above the mean at \$5,000/Acre is both reasonable and the most supported for the subject.

North Remainder Segment

<u>Total Units</u>		<u>Unit Value</u>	=	<u>Indicated Value</u>
10.00/Acres ±	@	\$5,000/Acre		\$40,000

Easterly Remainder Segment

<u>Total Units</u>		<u>Unit Value</u>	=	<u>Indicated Value</u>
36.76/Acres ±	@	\$9,000/Acre		\$330,840

TOTAL LAND VALUE – REMAINDER OPTION ONE, (R) \$370,800

REMAINDER SEGMENT OPTION TWO

The acquisition under Option Two renders a remainder of 7.17/Acres ±. This remainder segment retains notable similarity with the before condition, noting the primary difference being a reduction in size, and presence of an adjacent water retention facility. Although the size for this remainder is significantly smaller than the before condition, it is a result of the acquisition. To consider the smaller size, which is typically a value enhancing factor, would be to consider a false enhancement due to the acquisition. As such, the size component as to its consideration is held constant.

Considering the similarity, the same sales and comparative analysis with consideration of the water retention facility would be applicable and employed. Similar to the analysis presented for remainder Option One, the location of the adjacent water retention facility (pond) represents a negative effect due to a loss of aesthetic appeal and a downward adjustment of 10% applied to the before unit value.

Remainder Segment

<u>Total Units</u>	<u>Unit Value</u>	<u>Indicated Value</u>
7.17/Acres ± @	\$9,000/Acre(-10%)=	\$58,077

TOTAL LAND VALUE – REMAINDER OPTION TWO, (R) \$58,050

REMAINDER SEGMENT OPTION THREE

The acquisition under Option Three replicates that of the North Remainder Segment under Option One and South Remainder Option under Option Two as to sizes and all physical features. The analysis and ultimately the estimated unit value as presented for those remainder segments identically apply to this analysis of Remainder Segment Option Three and are shown below.

North Remainder Segment

<u>Total Units</u>	<u>Unit Value</u>	<u>Indicated Value</u>
10.00/Acres ± @	\$5,000/Acre =	\$40,000

Easterly Remainder Segment

<u>Total Units</u>	<u>Unit Value</u>	<u>Indicated Value</u>
7.17/Acres ± @	\$9,000/Acre(-10%)=	\$58,077

TOTAL LAND VALUE – REMAINDER OPTION THREE, (R) \$98,050

RECONCILIATION OF REMAINDER VALUE INDICATIONS

Based on the discussions and analysis presented within the Sales Comparison Approach (*Land Valuation*), for the three remainder options, it is my opinion that the market value for the remainder options as of the date of the appraisal is as follows:

REMAINDER OPTION ONE - \$370,800

REMAINDER OPTION TWO - \$58,050

REMAINDER OPTION THREE - \$98,050

ALLOCATION OF LAND, SITE IMPROVEMENTS, STRUCTURES, AND OTHER IMPROVEMENTS

The value indications for all remainder options are allocated entirely to the land component as all were vacant unimproved tracts.

SUPPORT FOR DAMAGES/NO DAMAGES TO THE REMAINDER

As noted within Section- *Effect of the Acquisition on Remainder*, all Acquisition Options resulted in leaving either one or two remainder segments. Remainder Options One and Three both left two noncontiguous remainders with the North Remainder Segment being left with only easement access and without the Cannon Creek Airpark fly-in amenity. Additionally, all remainders were left adjacent to a water retention pond which is an aesthetically negative factor. As analyzed and measured within the After Valuation sections for all Remainder Options, a loss of value or severance damage has occurred to all remainder segments.

The calculations which follow represent a recapitulation of values estimated within the report which indicates applicable severance damages resulting from the acquisition for all remainder segments/options.

Acquisition Option One

Value of the Remainder as Part of the Whole	\$420,800
Value of Remainder	<u>\$370,800</u>
Damages to the Remainder	\$50,000

Acquisition Option Two

Value of the Remainder as Part of the Whole	\$64,500
Value of Remainder	<u>\$58,050</u>
Damages to the Remainder	\$6,450

Acquisition Option Three

Value of the Remainder as Part of the Whole	\$154,500
Value of Remainder	<u>\$98,050</u>
Damages to the Remainder	\$56,450

COST TO CURE DAMAGES

There were no items acquired or affected that required a cost to cure analysis.

SPECIAL BENEFITS

There are no special benefits to the remainder as a result of the construction of the proposed drainage enhancement project. Any benefits applicable in this instance are of a general nature and throughout the project area applying to all properties in the project area and not to the subject specifically.

SUMMARY OF TOTAL VALUES – ALL ACQUISITION OPTIONS

The following tables represent summaries for the value opinions and compensation which is due the owner under the Three Acquisition Options which have been presented and analyzed within the report.

PARTIAL ACQUISITION: ACQUISITION OPTION ONE

1.	Before Property	\$621,500
2.	Part Acquired (Land Only)	<u>\$200,700</u>
3.	Remainder (As Part of Whole) [1]-[2]	\$420,800
4.	Remainder (Appraised, Uncured)	<u>\$370,800</u>
5.	Damages (Total, Uncured)	\$50,000
6.	Special Benefits	<u>\$0</u>
7.	Damages [5]-[6]	\$50,000

SUMMARY OF TOTAL COMPENSATION

Land Acquired	\$200,700	
Improvements	\$0	
Part Taken		\$200,700
Damages, Incurable		\$50,000
Cost to Cure, Net		<u>\$0</u>
TOTAL COMPENSATION		\$250,700

PARTIAL ACQUISITION: ACQUISITION OPTION TWO

1.	Before Property	\$621,500
2.	Part Acquired (Land Only)	<u>\$557,000</u>
3.	Remainder (As Part of Whole) [1]-[2]	\$64,500
4.	Remainder (Appraised, Uncured)	<u>\$58,050</u>
5.	Damages (Total, Uncured)	\$6,450
6.	Special Benefits	<u>\$0</u>
7.	Damages [5]-[6]	\$6,450

SUMMARY OF TOTAL COMPENSATION

Land Acquired	\$557,000	
Improvements	\$0	
Part Taken		\$557,000
Damages, Incurable		\$6,450
Cost to Cure, Net		<u>\$0</u>
TOTAL COMPENSATION		\$563,450

PARTIAL ACQUISITION: ACQUISITION OPTION THREE

1.	Before Property	\$621,500
2.	Part Acquired (Land Only)	<u>\$467,000</u>
3.	Remainder (As Part of Whole) [1]-[2]	\$154,500
4.	Remainder (Appraised, Uncured)	<u>\$98,050</u>
5.	Damages (Total, Uncured)	\$56,450
6.	Special Benefits	<u>\$0</u>
7.	Damages [5]-[6]	\$56,450

SUMMARY OF TOTAL COMPENSATION

Land Acquired	\$467,000	
Improvements	\$0	
Part Taken		\$467,000
Damages, Incurable		\$56,450
Cost to Cure, Net		<u>\$0</u>
TOTAL COMPENSATION		\$523,450

REPORT ADDENDUM

EXHIBITS ATTACHED:

Last Deed(s) of Transfer
Historical Property Surveys- Britt Surveyors, Inc.
Wetland Graphic Provided by Client
Aerial Sketch Showing Ingress/Egress Easement Locations
Qualifications of the Appraiser

Last Deed, Parcel 07-4S-17-08106-000

Inst. Number: 201012016082 Book: 1202 Page: 1456 Date: 10/5/2010 Time: 2:08:50 PM Page 1 of 2

Inst:201012016082 Date:10/5/2010 Time:2:08 PM
Doc:Stamp-Deed 0.70
DC, P DeWitt Cason, Columbia County Page 1 of 2 B-1202 P-1456

WARRANTY DEED

THIS INDENTURE, made this 5th day of October, 2010, between **THOMAS T. DEMAS**, party of the first part, Grantor, and **THOMAS T. DEMAS**, whose address is Post Office Box 1933, Lake City Florida 32056 and **LUIS BACARDI**, whose address is Post Office Box 399, Coconut Grove, Florida 33133, parties of the second part, Grantees,

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of **TEN AND NO/100** (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantees, and Grantees' heirs, successors and assigns forever, the following described land, situate, lying and being in Columbia County, Florida, to-wit:

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 AND RUN N.00°34'25"W., ALONG THE WEST LINE THEREOF, 180.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°34'25"W., STILL ALONG SAID WEST LINE, 1145.35 FEET TO THE NW CORNER OF SAID NW 1/4 OF SW 1/4; THENCE N.85°17'24"E., ALONG THE NORTH LINE THEREOF, 683.44 FEET; THENCE S.01°22'50"W., 1325.08 FEET TO THE SOUTH LINE OF SAID NW 1/4 OF SW 1/4; THENCE S.85°22'02"W., ALONG SAID SOUTH LINE 642.08 FEET; THENCE N.19°22'45"W., 185.66 FEET TO THE POINT OF BEGINNING CONTAINING 20.91 ACRES, MORE OR LESS.

SUBJECT TO AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE NW 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF LOT 20 OF "HOLLY HILL" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGES 147 & 148 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA, AND RUN: N76°15'32"W 161.16 FEET TO THE POINT OF BEGINNING; THENCE S12°19'49"W, 433.51 FEET; THENCE S19°54'00"W, 142.28 FEET; THENCE S28°25'47"W, 288.83 FEET; THENCE S18°50'08"W, 331.86 FEET; THENCE S09°58'25"W, 361.67

FEET; THENCE S85°17'42"W, 89.92 FEET; THENCE N80°15'15", 710.94 FEET; THENCE N09°44'45"E, 59.87 FEET; THENCE S80°16'00"E, 738.16 FEET; THENCE N09°58'25"E, 328.97 FEET; THENCE N18°50'08"E, 341.54 FEET; THENCE N28°25'47"E, 289.40 FEET; THENCE N19°54'00"E, 133.84 FEET; THENCE N12°19'49"E, 551.35 FEET; THENCE N17°14'09"E, 93.23 FEET; THENCE N34°55'15"E, 59.90 FEET; THENCE N42°04'23"E, 172.58 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNETT ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 60.25 FEET; THENCE S42°04'23"W, 174.36 FEET, MORE OR LESS; THENCE S34°55'15"W, 46.82 FEET; THENCE S17°14'09"W, 81.32 FEET; THENCE S12°19'49"W, 119.25 FEET TO THE POINT OF BEGINNING.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Devin B. Brown THOMAS T. DEMAS (SEAL)
Witness THOMAS T. DEMAS
Jamie [Signature]
Witness

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

I **HEREBY CERTIFY** that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **THOMAS T. DEMAS** who is personally known to me or who has produced _____ as identification.

5th **WITNESS** my hand and official seal in the County and State last aforesaid this day of October, 2010.

(NOTARIAL SEAL)

Tracy M. Spears
NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/8/11



Last Deed, Parcel 07-04S-17-08106-006

dec 17 2001
11 17 50

BK 0924 PG 2704

WARRANTY DEED

THIS INDENTURE, made this 20th day of April, 2001, OFFICIAL RECORDS

between **MARLIN M. FEAGLE**, a married man not residing on the property, party of the first part, Grantor, and **FEAGLE FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership registered in accordance with the Florida Revised Uniform Limited Partnership Act (A [REDACTED]), c/o Marlin M. Feagle, General Partner, whose mailing address is Post Office Box 1653, Lake City, Florida 32056-1653, party of the second part, Grantee,

WITNESSETH:

That said grantor, for and in consideration of the sum of **TEN AND NO/100** (\$10.00) **DOLLARS**, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Columbia County, Florida, to-wit:

All of Grantor's undivided interest in the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SUBJECT TO reservations, restrictions and easements of record, if any.

N.B. No portion of the property constitutes the homestead of the Grantor.

Tax Parcel No.: _____

Prepared by Marlin M. Feagle
Attorney at Law
Post Office Box 1653
Lake City, Florida 32055
(as to form only)

Documentary Stamp \$ 490.00
Intangible Tax 5
F. DeWitt Cannon
Clerk of Court
By [Signature] D.C.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claim of all persons whatsoever.

OFFICIAL RECORDS

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Diane S. Edenfield
Witness
DIANE S. EDENFIELD
Print or type name

Marlin Feagle (SEAL)
MARLIN M. FEAGLE
Post Office Box 1653
Lake City, Florida 32056-1653

Tom Lee
Witness
Tom Lee
Print or type name

STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **MARLIN M. FEAGLE** who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of April, 2001.

Diane S. Edenfield
NOTARY PUBLIC
MY COMMISSION EXPIRES:
Diane S. Edenfield
MY COMMISSION # CC734169 EXPIRES
May 26, 2002
BONDED THRU TROY FAIR INSURANCE, INC.



TOWNSHIP 4 SOUTH, RANGE 17 EAST BK 0924 PG 2706

SECTION 7: Begin at the SW corner of Lot 1 in Block "B" of "HOLLY BROOK" as per plat thereof recorded in Plat Book 6, Page 109 & 110 of the Public Records of Columbia County, Florida and run thence S 85°59'25" W, 390.35 feet, thence N 01°27'04" W, 251.69 feet; thence N 85°59'25" E, 451.92 feet to the SW corner of Lot 10 in Block "C" of said "HOLLY BROOK"; thence N 86°03'38" E, 67.25 feet to the Westerly right-of-way of Deanna Road, thence S 00°34'19" E, along said Westerly right-of-way a distance of 86.61 feet to a curve to the left having a radius of 25.00 feet and an included angle of 93°22'03"; thence Southwesterly along the arc of said curve, an arc distance of 40.74 feet; thence S 86°03'38" W, 98.49 feet; thence S 00°34'19" E, 191.82 feet to the Point of Beginning.

TOWNSHIP 4 SOUTH - RANGE 17 EAST

SECTION: 7 A part of the N 1/2 of the SW 1/4 of Section 7, Township 4 South Range 17 East, being more particularly described as follows: Commence at the Northwest corner of Lot 1 in Block B of HOLLY BROOK as per plat thereof recorded in Plat Book 6, Page 109, of the public records of Columbia County, Florida, and run thence S 01°22'53" E, along the West line of said Block B 58.41 feet to the POINT OF BEGINNING; thence continue S 01°22'53" E, a distance of 503.39 feet; thence N 88°37'07" E, a distance of 85.00 feet; thence S 01°22'53" E, a distance of 225.31 feet; thence N 86°03'46" E, a distance of 91.20 feet to a point on a curve to the left having: a radius of 25.00 feet, a central angle of 87°23'33", a tangent length of 23.89 feet, a chord bearing of N 42°15'07" E and a chord length of 34.54 feet thence along the arc of said curve, an arc length of 38.13 feet to the end of said curve said point being on the West right-of-way of Deanna Road; thence S 01°22'53" E, a distance of 110.00 feet to the point of curvature of a curve to the left having: a radius of 25.00 feet, a central angle of 92°26'28", a tangent length of 26.09 feet, a chord bearing of N 47°37'34" W and a chord length of 36.10 feet; thence along the arc of said curve, an arc length of 40.33 feet to the end of said curve; thence S 86°03'46" W, a distance of 145.68 feet; thence S 01°22'53" E, a distance of 134.02 feet; thence S 83°00'33" W, a distance of 308.30 feet; thence S 86°11'33" W, a distance of 882.00 feet to the NW corner of Block C of said HOLLY BROOK; thence S 01°22'53" E, a distance of 149.61 feet; thence S 86°03'38" W, a distance of 451.88 feet; thence N 01°22'51" W, a distance of 1068.90 feet; thence N 85°17'42" E, a distance of 1614.17 feet to the POINT OF BEGINNING. Columbia County, Florida.

EXHIBIT "A"

TOGETHER WITH the following described easement for ingress and egress: BK 0924 PG 2707

A part of the N 1/2 of SW 1/4 of Section 7, Township 4 South, Range 17 East, being more particularly described as follows: Commence at the Southwest corner of Lot 10, Block C, of HOLLY BROOK SUBDIVISION, as per plat thereof recorded in Plat Book 6, page 109, public records, Columbia County, Florida, being the POINT OF BEGINNING; thence N 86°03'38" E, 67.25 feet to the Westerly right-of-way line of Deanna Road; thence S 00°34'19" E along the Westerly right-of-way line of Deanna Road, 60.0 feet; thence S 86°03'38" W, 519.13 feet; thence N 01°22'53" W, 60.0 feet to the Southwest corner of properties described in the Warranty Deed dated June 7, 1999, recorded in Official Records Book 882, page 752, public records, Columbia County, Florida; thence N 86°03'38" E approximately 451.88 feet to the POINT OF BEGINNING. OFFICIAL RECORDS

FILED AND RECORDED IN PUBLIC RECORDS OF COLUMBIA COUNTY, FL

01-07102

01 APR 20 PM 3:58

JMK



Last Deed, Parcel 07-4S-17-08110-013

Inst. Number: 201012016081 Book: 1202 Page: 1454 Date: 10/5/2010 Time: 2:08:50 PM Page 1 of 2

Inst:201012016081 Date:10/5/2010 Time:2:06 PM
Doc Stamp-Deed 0.70
DC, P DeWitt Cason, Columbia County Page 1 of 2 B 1202 P 1454

WARRANTY DEED

THIS INDENTURE, made this 5th day of October, 2010, between **THOMAS T. DEMAS**, party of the first part, Grantor, and **THOMAS T. DEMAS**, whose address is Post Office Box 1933, Lake City, Florida 32056 and **LUIS BACARD**, whose address is Post Office Box 399, Coconut Grove, Florida 33133, parties of the second part, Grantees,

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of **TEN AND NO/100** (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantees, and Grantees' heirs, successors and assigns forever, the following described land, situate, lying and being in Columbia County, Florida, to-wit:

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AND RUN N.00°34'25"W., ALONG THE WEST LINE THEREOF, 1325.35 FEET TO THE NW CORNER OF SAID SW 1/4 OF NW 1/4 AND TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°34'25"W., ALONG THE WEST LINE OF THE SW 1/4 OF THE NW 1/4, 763.63 FEET; THENCE S.89°40'21"E., 671.74 FEET ; THENCE S.01°23'19"E., 703.74 FEET TO THE SOUTH LINE OF SAID SW 1/4 OF NW 1/4; THENCE S.85°17'24"W., ALONG SAID SOUTH LINE, 683.44 FEET TO THE POINT OF BEGINNING. CONTAINING 11.40 ACRES, MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE NW 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF LOT 20 OF "HOLLY HILL" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGES 147 & 148 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA AND RUN N.76°15'32"W., 161.16 FEET TO THE POINT OF BEGINNING; THENCE S.12°19'49"W., 433.51 FEET; THENCE S.19°54'00"W., 142.28 FEET; THENCE S.28°25'47"W., 288.83 FEET;

THENCE S.18°50'08"W., 331.86 FEET; THENCE S.09°58'25"W., 361.67 FEET; THENCE S.85°17'42"W., 89.92 FEET; THENCE N.80°15'15"W., 1018.79 FEET; THENCE N.01°23'19"W., 60.94 FEET; THENCE S.80°16'00"E., 1057.78 FEET; THENCE N.09°58'25"E., 328.97 FEET; THENCE N.18°50'08"E., 341.54 FEET; THENCE N.28°25'47"E., 289.40 FEET; THENCE N.19°54'00"E., 133.84 FEET; THENCE N.12°19'49"E., 551.35 FEET; THENCE N.17°14'09"E., 93.23 FEET; THENCE N.34°55'15"E., 59.90 FEET; THENCE N.42°04'23"E., 172.58 FEET, MORE OR LESS TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BURNETT ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 60.25 FEET; THENCE S.42°04'23"W., 174.36 FEET, MORE OR LESS; THENCE S.34°55'15"W., 46.82 FEET; THENCE S.17°14'09"W., 81.32 FEET; THENCE S.12°19'49"W., 119.25 FEET TO THE POINT OF BEGINNING.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Dani B. Brown
Witness

Thomas T. Demas (SEAL)
THOMAS T. DEMAS

Dani A. [Signature]
Witness

STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared THOMAS T. DEMAS who is personally known to me or who has produced _____ as identification.

5th WITNESS my hand and official seal in the County and State last aforesaid this day of October, 2010.

Tracy M. Spears
NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/8/11

(NOTARIAL SEAL)



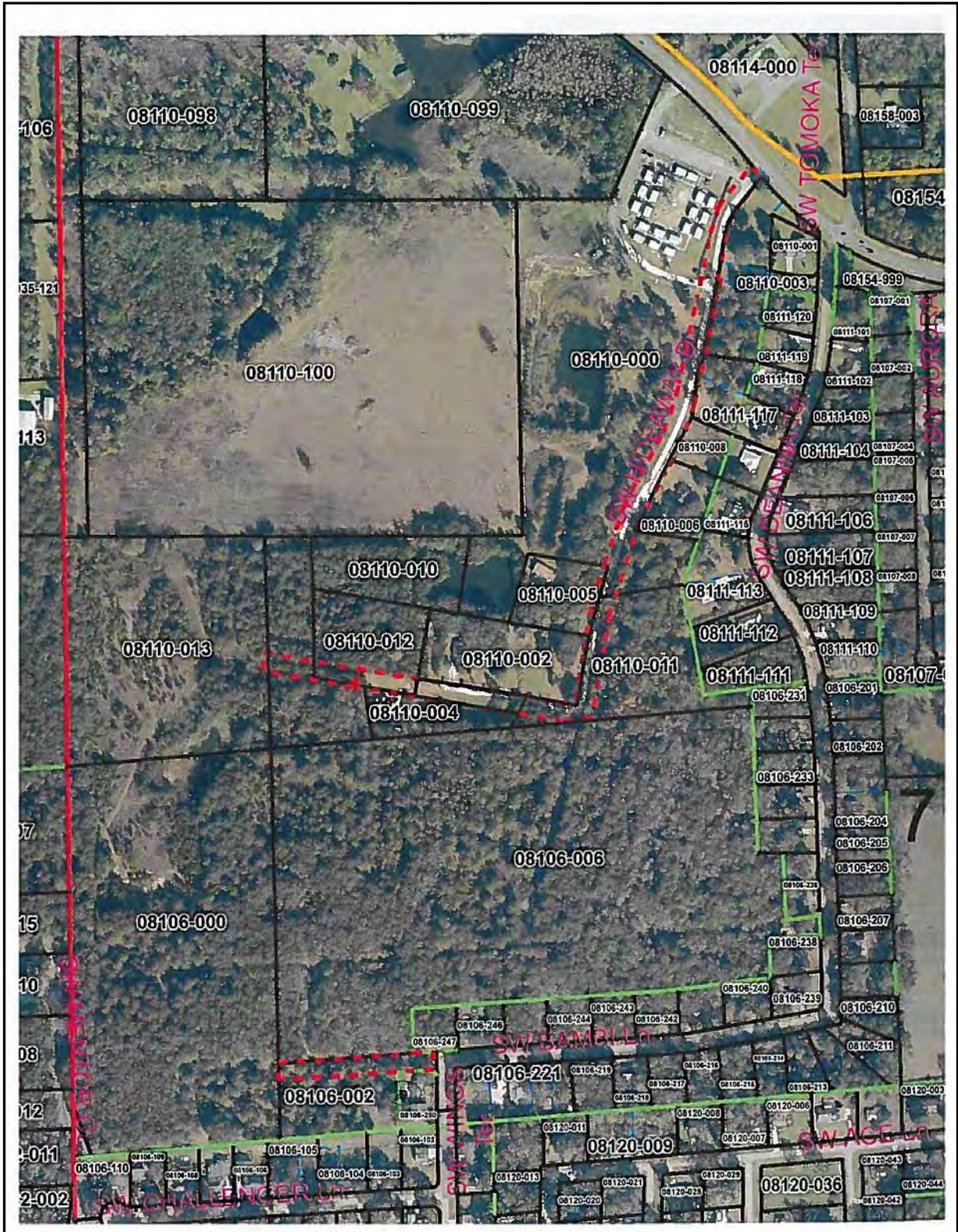


the wetlands outlined in red total 5.85 acres
 the wetlands outlined in yellow are 0.67 acres

for a total of 6.52 acres over the Demas/Feagle portion

Chad Williams, P.E.
 Columbia County Engineer
chad_williams@columbiacountyfla.com
 P.O. Box 1529
 Lake City FL 32056-1529
 Office: 386-758-1019

AERIAL EASEMENTS GRAPHIC – (Prepared by Property Appraisers' Off From Prior Deeds)



QUALIFICATIONS OF APPRAISER
THOMAS C. TOMPKINS, IFA-S

Employment:

Mr. Tompkins is the owner of Tompkins Appraisal Group and has been actively engaged in the real estate profession since 1983, with appraisal experience in all types of valuation and evaluation assignments. Tompkins Appraisal Group was established in 1990 and provides appraisal services for institutional, governmental and private clients throughout Florida.

Educational Background:

Associate of Arts	Lake City Community College, 1984
Bachelor of Business Administration	University of North Florida, 1987 Major-Real Estate and Urban Land Economics

Professional Organizations:

State-Certified General Appraiser, State of Florida
License No. RZ374
Licensed Real Estate Broker, State of Florida
License No. 265424
National Association of Independent Fee Appraisers
IFA-S, Senior Designation, Member No. 24761
Lake City/Columbia County Board of Realtors
Florida Association of Realtors
National Association of Realtors

Professional Education:

<u>Course</u>	<u>Location</u>	<u>Sponsor</u>
Real Estate Appraisal Principles 1A-1	Orlando, FL	A.I.R.E.A
Residential Valuation 8-2	Orlando, FL	A.I.R.E.A
Standards of Professional Practice	Jacksonville, FL	A.I.R.E.A
Capitalization Theory and Techniques-Part A	Daytona Bch, FL	A.I.R.E.A
Capitalization Theory and Techniques-Part B	Daytona Bch, FL	A.I.R.E.A
Principles of Real Estate Appraisal 101	Jacksonville, FL	UNF
Florida Brokers Review	Jacksonville, FL	N.F.R.E.I.
Standards of Professional Practice-Part A	FSU	A.I.
Standards of Professional Practice-Part B	FSU	A.I.
Problems and Issues in Appraising	Tampa, FL	A.I.
Valuing Timber and Timber Land Properties	Gainesville, FL	A.I.
Condemnation Issues	Jacksonville, FL	The Florida Bar
Appraisers' Fl. Core Law	Tampa, FL	A.I.
How to Appraise FHA-Insured Property	Jacksonville, FL	A.I.
Evaluations and the Appraisal Industry	San Francisco, CA	A.I.
Appraisal Practice for Litigation	San Francisco, CA	A.I.
Appraising Retail Properties	Orlando, FL	A.I.
Rates, Ratios and Reasonableness	Orlando, FL	A.I.
Power line Easements and Electro Magnetic Fields	Jacksonville, FL	A.I.

<u>Course</u>	<u>Location</u>	<u>Sponsor</u>
Technology Videoconference	On-line	A.I.
Appraisal of Retail Properties	Orlando, FL	A.I.
Residential Construction	Lake City, FL	N.F.R.E.C.
Appraiser's Florida Core Law	Daytona, Bch, FL	A.I.
The Internet and Appraising	Orlando, FL	A.I.
Hotel and Motel Valuation	Orlando, FL	A.I.
Regression Analysis	Gainesville, FL	McKissock
Highest and Best Use Considerations	Marco Island, FL	A.I.
USPAP Law	Lake City, FL	N.F.R.E.C.
Appraisals for Mitigation Purposes	Tallahassee, FL	NW FL WMD
Reviewing Residential Appraisals	Lake City, FL	N.F.R.E.C.
Environmental Risk Screening	Lake City, FL	N.F.R.E.C.
Update and Review USPAP/Law	Lake City, FL	N.F.R.E.C.
11430 Standards of Professional Practice-Part C	Gainesville, FL	A.I.
Advanced Appraisal Review	Jacksonville, FL	FDOT
671 Appraising	Orlando, FL	A.I.
Principals of Property Inspection	Lake City, FL	N.R.R.E.C.
The Professionals Guide to the URAR	Tallahassee, FL	A.I.
Appraising the Tough Ones	Poe Springs, FL	A.I.
Supporting Sales Comparison Grid Adj.	Alachua, FL	A.I.

Expert Witness:

Qualified as Expert Witness and Provided Testimony in:

U.S. Bankruptcy Court, Middle District of Florida, Jacksonville Division

U.S. Bankruptcy Court, Southeast District of Georgia, Valdosta Georgia

Circuit and County Courts of Florida in the Counties of Alachua, Baker, Bradford, Columbia, Duval, Madison, Marion, Nassau and Suwannee.

Brief Client List:

Banks, Savings & Loan, and Mortgage Associations:

Anchor Savings Bank

Century 21 Mortgage Corporation

NCNB National Bank of Florida

CNB National Bank

PHH Home Equity

First Federal Savings Bank of Florida

Wells Fargo

NationsBanc Mortgage Company

Atlantic Coast Federal Credit Union

NationsBanc of Florida, Inc.

Millennium Bank

Florida Credit Union

Empire of America

Columbia County Bank

Barnett Bank of North Central FL

Campus Federal Credit Union

Barnett Banks, Inc.

Credit Union Mortgage Corporation

Peoples Bank

First Union National Bank

FDOT Credit Union

Bank of America

Tri County Bank

Mercantile Bank

Wachovia Bank

Governmental Agencies:

Federal National Mortgage Assoc. (FNMA)
Federal Deposit Insurance Corp. (FDIC)
Resolution Trust Corporation (RTC)
U.S. Fish and Wildlife Service
Department of Environmental Protection
Florida Department of Transportation (Districts 2 and 7 – 21 Florida Counties)
Florida Department of Natural Resources
Florida Department of General Services
Suwannee River Water Management District
Columbia County Commissioners
Columbia County School Board
The City of Alachua
The City of Lake City
The City of Trenton
The City of White Springs

Corporations:

Hospital Corporation of America
Florida Power and Light Corp. (FPL)
Occidental Chemical Company
International Telephone & Telegraph (ITT)
Hunter Panels, Inc.
Empire Bank, Inc.
4M Capital, Inc.

Also: Many attorneys and individuals in the North Central Florida area.

Property Types Appraised:

Commercial Properties:

Automotive Service Centers	Gasoline Service Stations
Automobile Dealerships (new/used)	Gasoline/Convenience Facilities
Automotive Service Centers	Quick Oil Change
Bank Buildings	Carwash Automatic
Single Tenant Retail	Single and Multi-Story Office
Medical/Dental Offices	Hotels & Motels
Mobile Home Parks	Multi-Family Apartments
Industrial Buildings	Warehouses
Self-Storage Facilities	Farm Supply
Funeral Homes	Day Care Facility
Nursing Homes/ALF	

Property Types Appraised Continued:

Vacant Properties:

Residential Lots	Subdivision Development Analysis
Multi-family Lands	PUD/Mixed Use Projects
Agricultural, Timberland	Agricultural, Pasture/Row Crop
Wetlands, Regulatory Lands	River/Lake Front Lands
Commercial, All Types	Subdivision Acreage

Residential Properties:

Single Family Residential	Duplex, Triplex, Quadraplex
Multi-Story Apartments	Condominiums
Manufactured Homes	Apartment Feasibility Studies

Special Use Properties:

Borrow Pits	Railroad R/W Condemnation
Islands (Barrier and Costal)	Wetlands (Fresh/Saltwater)
Churches (Existing/Proposed)	Fresh Water Springs (1 st /2 nd /3 rd Magnitude)
Karst Window Formations	Riverfront Property
Lakefront Property	Lime Rock Mines
Reclaimed Lands (Phosphate Mining)	Horse Farms (Brood/Racing)
Dairies	Farm Supply
Funeral Homes	Easements (gas/electrical/fiber optic)
Temporary Easements	Partial Taking Valuation
Mitigation Valuation	Less Than Fee Valuation
Fiber Optic Hub Location	Airplane Hangars
Dance Studios	Conservation Easements
Hunting Lodges	

**CONCEPTUAL ESTIMATE OF CONSTRUCTION COST
CANNON CREEK DRAINAGE - AIRPARK IMPROVEMENTS - PHASE 1**

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
101-1	Mobilization	1	LS	97426.18	\$97,426.18
102-1	Maintenance of Traffic	1	LS	\$10,000.00	\$10,000.00
104 - 1 - 3	Sediment Barrier	14815	LF	\$1.85	\$27,407.75
104-12	Staked Turbidity Barrier	120	LF	\$3.75	\$450.00
110 - 1 - 1	Clearing and Grubbing	43.2	AC	\$5,500.00	\$237,600.00
104-15	Soil tracking prevention device	1	EA	\$2,500.00	\$2,500.00
120-1	Regular Excavation	187000	CY	\$4.00	\$748,000.00
285-704	Optional Base, OBG 4	44	SY	\$18.50	\$814.00
286-1	Turnouts	122	SY	\$28.00	\$3,416.00
334-1-12	Type SP Asphaltic Concrete	4	TN	\$220.00	\$880.00
425-1-571	Ditch Bottom Inlet, Type G, modified	1	EA	\$6,100.00	\$6,100.00
425-1-581	Ditch Bottom Inlet, Type H	1	EA	\$5,600.00	\$5,600.00
430-175-118	18" Storm Drain pipe	38	LF	\$68.00	\$2,584.00
430-175-136	36" Storm Drain pipe	36	LF	\$80.00	\$2,880.00
430-175-148	48" Storm Drain pipe	88	LF	\$95.00	\$8,360.00
430-982-125	Mitered End Section, 18" Storm Drain pipe	2	EA	\$1,350.00	\$2,700.00
430-982-	Mitered End Section, 36" Storm Drain pipe	4	EA	\$1,650.00	\$6,600.00
430-982-141	Mitered End Section, 48" Storm Drain pipe	1	EA	\$2,250.00	\$2,250.00
524-1-19	Concrete Ditch Pavement, 3"	3955	SY	\$52.00	\$205,660.00
524-1-24	Concrete Ditch Pavement, 4"	150	SY	\$70.00	\$10,500.00
530-3-4	Riprap, rubble	100	TN	\$80.00	\$8,000.00
570-1-2	Performance Turf - sod	48667	SY	\$2.25	\$109,500.75
999-001	Gopher Tortoise mitigation	1	LS	\$3,000.00	\$3,000.00
999-002	Wetland plants	2	AC	\$5,000.00	\$10,000.00
999-003	Water level measurement hardware	1	EA	\$1,000.00	\$1,000.00
TOTAL CONSTRUCTION COST					\$1,513,228.68

Engineer's opinion of probable Construction Cost is made on the basis of Engineer's experience and qualifications; and represents Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

**CONCEPTUAL ESTIMATE OF STOCKPILE OPTION
CANNON CREEK DRAINAGE - PHASE 1 - STOCKPILE AREA**

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
104 - 1 - 3	Sediment Barrier	1025	LF	\$1.85	\$1,896.25
110 - 1 - 1	Clearing and Grubbing of 6.4 acre stockpile area	7	AC	\$5,500.00	\$38,500.00
120-1	Regular Excavation	187000	CY	\$2.25	\$420,750.00
TOTAL CONSTRUCTION COST					\$461,146.25

Engineer's opinion of probable Construction Cost is made on the basis of Engineer's experience and qualifications; and represents Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

1/30/2019
10:41 AM

Optional Stockpile Area for Earthwork





**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 2/1/2019 Meeting Date: 2/7/2019

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

To amend budget to purchase equipment per the equipment replacement plan.

2. Recommended Motion/Action:

approve budget amendment 19-30

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below.
The budget amendment number is BA 19-30 using fund(s) 001-GENERAL FUND and 101-TRANSPORTATION TRUST and 102-MSBU and 405-UTILITIES FUND.

FROM:	TO:	AMOUNT:
001-1000-511.60-64 CAPITAL OUTLAY / EQUIPMENT PURCHASES	001-8400-584.90-97 RESERVES / EQUIPMENT RESERVE	\$96,300.00
001-8400-584.90-97 RESERVES / EQUIPMENT RESERVE	001-3710-537.60-64 CAPITAL OUTLAY / EQUIPMENT PURCHASES	\$137,050.00
001-8400-584.90-97 RESERVES / EQUIPMENT RESERVE	001-1830-519.60-64 CAPITAL OUTLAY / EQUIPMENT PURCHASES	\$30,000.00
001-8400-584.90-97 RESERVES / EQUIPMENT RESERVE	001-2620-525.60-64 CAPITAL OUTLAY / EQUIPMENT PURCHASES	\$29,680.00
001-8400-584.90-97 RESERVES / EQUIPMENT RESERVE	001-2900-529.60-64 CAPITAL OUTLAY / EQUIPMENT PURCHASES	\$29,680.00
101-8400-584.90-97 RESERVES / EQUIPMENT RESERVE	101-4270-541.60-64 CAPITAL OUTLAY / EQUIPMENT PURCHASES	\$322,500.00
102-8400-584.90-97 RESERVES / EQUIPMENT RESERVE	102-2420-524.60-64 CAPITAL OUTLAY / EQUIPMENT PURCHASES	\$27,000.00
102-8400-584.90-97 RESERVES / EQUIPMENT RESERVE	102-2200-522.60-64 CAPITAL OUTLAY / EQUIPMENT PURCHASES	\$27,000.00
405-8400-584.90-99 RESERVES / CONTINGENCY/RESERVE	405-3300-533.30-64 OPERATING EXPENDITURES / NON-CAPITAL EQUIPMENT	\$14,000.00

District No. 1 - Ronald Williams
 District No. 2 - Rocky Ford
 District No. 3 - Bucky Nash
 District No. 4 - Toby Witt
 District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Commissioners
 FR: Ben Scott, County Manager *Ben Scott*
 DATE: 2/1/19
 SUBJECT: Budget Amendment 19-30 Equipment Purchases

Please find attached for your review equipment purchases for this fiscal year. The purchases align with the previously approved ten-year equipment replacement plan. A budget amendment from the various funds equipment reserve account and the Utilities Fund contingency account are required and are as follows:

	Budgeted	Amendment	Balance
General	\$ 500,000	\$ 130,110	\$ 369,890
Transportation Trust	\$ 500,000	\$ 322,500	\$ 177,500
Municipal Services	\$ 500,000	\$ 126,200	\$ 373,800
Utilities	\$ 21,735	\$ 14,000	\$ 7,735
Total	\$ 1,521,735	\$ 592,810	\$ 928,925

I am requesting Board approval of budget amendment 19-30.

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

COLUMBIA COUNTY BOARD OF COMMISSIONERS

FY 18/19 EQUIPMENT REPLACEMENT NEEDS

GENERAL FUND

BCC

(3) Servers	\$ 27,500
(11) Desktop Computers	12,000
(2) Network Switchs	4,200
	43,700

LANDSCAPE

Turf Liner Field Laser Marking Machine	2,000
Metal 6x12 Dump Trailer	6,550
Utility Vehicle	12,500
(2) Reel Mowers	62,000
Truck F250 W Utility Body	32,000
Flatbed Truck	42,000
	157,050

MAINTENANCE

Van	35,000
Pickup Truck	25,000
	60,000

CENTRAL COMMUNICATIONS

Pickup Truck	29,680
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CODE ENFORCEMENT

Pickup Truck	29,680
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TOTAL GENERAL FUND

\$ 320,110

TRANSPORTATION TRUST FUND

Brush Cutter	\$ 180,000
(5) Pickup Trucks	130,000
Bucket Truck	135,000
Service Truck	32,000
Skid Steer	100,000
Loader	250,000
Technology Updates	10,000
Engineering Office Furniture	12,500

TRANSPORTATION TRUST FUND TOTAL

\$ 849,500

COLUMBIA COUNTY BOARD OF COMMISSIONERS

FY 18/19 EQUIPMENT REPLACEMENT NEEDS

MSBU

Building and Zoning

Pickup Truck	27,000
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Fire Department

(45) SCBA	\$ 202,500
(7) Computers	10,500
(2) Pickup Trucks	77,500
Cascade System	42,000
(6) Defibrillators	10,200
Brush Truck	70,000
Tanker	220,000

	632,700
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MSBU TOTAL

	\$ 659,700
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UTILITY

Metal Storage Shed	\$4,000
Water line locator	\$5,000
Hoist	\$5,000

UTILITY TOTAL

	\$ 14,000
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Total Equipment Purchases

	\$ 1,843,310
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**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 1/28/2019 Meeting Date: 2/7/2019

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Approve Professional Services Agreement for real estate agent to represent Columbia County for right-of-way acquisitions.

2. Recommended Motion/Action:

Approve Professional Services Agreement with Sandy Kishton to represent Columbia County for right-of-way acquisitions.

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is Various

PROFESSIONAL SERVICES AGREEMENT
RIGHT OF WAY ACQUISITION AGENT

THIS PROFESSIONAL SERVICES AGREEMENT made and entered into this ____ day of _____, 2019 between COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as County and SANDY KISHTON, [D/B/A/ RE/MAX PROFESSIONALS](#), whose mailing address is Post Office Box 5153, Lake City, FL 32056, hereinafter referred to as KISHTON.

RECITALS

WHEREAS, Kishton is a Florida registered real estate agent properly registered in the State of Florida to provide such services; and

WHEREAS, County desires to retain the services of Kishton to accomplish the scope of work described as follows to the extent requested by the County: Acquisition of parcels of land necessary to complete projects; and

WHEREAS, Kishton will be an independent contractor [paid through RE/MAX](#), paid on an hourly basis for the services rendered to County. No County benefits will be provided to Kishton and no payroll or other taxes withheld, as Kishton is an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. RECITALS. The foregoing recitals are true and correct.
2. SCOPE OF WORK. Kishton agrees to perform professional real estate services for the County, including the above-described scope of work and such other tasks as may be specifically assigned to Kishton and accepted by Kishton as may be directed by the County Manager.
3. RESPONSIBILITIES OF COUNTY. The County's responsibilities in connection with the work are as follows:
 - (a) Provide to Kishton available information, reports and other data in possession or available to the County to assist Kishton in performing her tasks herein described;
 - (b) Designate a person to act as County's representative with respect to the work to be performed under this agreement; and

- (c) Upon proper billing to the County, pay Kishton the agreed hourly rate of ~~\$30.00~~ \$50.00 per hour for professional services performed. The parties acknowledge no additional benefits will be provided by the County to Kishton, and Kishton shall be responsible for payment of federal withholding tax for an income derived from this contract. Kishton shall be entitled to cost and expense reimbursement for word processing, photocopying, printing and reproduction, film, printing of photographs, and mileage for use of personal vehicle, only to the extent the same has been prior approved by the County.
4. RESPONSIBILITIES OF KISHTON. The responsibilities of Kishton in connection with the work are as follows:
- (a) Kishton shall be an independent contractor and not an employee of the County;
 - (b) Kishton shall not perform any work outside the scope of services described herein without prior written authorization from the County, and any such additional work shall be at the hourly rate specified above;
 - (c) Kishton shall perform all the work and services described herein, and shall not be authorized to subcontract any of the work without the prior written authorization from the County;
 - (d) during the term of this Agreement, Kishton will maintain her status as a properly licensed real estate agent in the State of Florida.
5. DOCUMENTS. Kishton shall provide the County with the original and minimum of two (2) additional copies of documents, drawings and data summaries and such additional copies as the County may request at the County's expense for the reproduction of such documents. The original of such documents are produced for the benefit of the County and shall be the County's property, except the County agrees it will not sell or improperly publish or display the documents in any manner. The County shall be allowed to use and reproduce the documents for its own use without further consent of Kishton and without further compensation to Kishton.
6. PAY TO KISHTON. The County agrees to pay Kishton in a timely manner within thirty (30) days of submission of properly completed, documented, and signed invoices from Kishton to the County.
7. INDEMNIFICATION. In consideration of this Agreement, Kishton shall indemnify and hold harmless County from and against any and all claims, damages, losses, liabilities, or expenses (including but not limited to any judgment, award, settlement, reasonable attorney fees, and other direct out-of-pocket costs or expenses incurred in connection with the defense of any pending, threatened or completed action, suit or proceeding) suffered or sustained by County by reason of any or omissions or alleged acts or omissions or negligence related to or arising out of Kishton's activities under the terms of this Agreement and within the scope of Kishton's activities and services provided to the County, including but not limited to those caused by any negligent or willful act, error or omission of Kishton, her employees or subcontractors.

8. **TERM OF AGREEMENT.** This agreement is effective from the date it is signed by both parties and will remain in effect for the initial term of ~~two (2)~~ **three (3)** years provided either party may terminate this agreement with written notice to the other effective immediately if the other party is in material breach of this agreement and, in the case of a breach capable of remedy, fails to cure the breach within sixty (60) days of receiving written notice of the breach. Either party may cancel this agreement upon thirty (30) days prior written notice to the other party without cause. In such event, County will pay Kishton only for services provided to the date of termination. This agreement may be extended for additional ~~two (2)~~ **three (3)** year periods by mutual written agreement of the parties. However notwithstanding anything herein to the contrary, Kishton's obligation to indemnify, defend and hold harmless the County as provided in paragraph 7 shall survive the termination of this Agreement.

9. **PUBLIC RECORDS.** The parties acknowledge the County as a political subdivision of the State of Florida is required to comply with the Public Records Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provisions required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Therefore, Kishton shall, for a minimum of five (5) years from the expiration or termination of this Agreement, maintain all records resulting from this Agreement which shall be made available to the County upon reasonable written request. County shall be responsible for reasonable costs of copying such public records.

10. **GOVERNING LAW AND VENUE.** This agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Columbia County, Florida shall be the sole and exclusive venue for any legal action between the parties.

11. **ATTORNEY FEES.** In the event of a breach of this agreement, the defaulting party shall be liable to the prevailing non-defaulting party for all reasonable costs and attorney fees, including appellate fees.

12. **ENTIRE AGREEMENT.** This Agreement, together with the related written and signed agreements between the parties, if any, constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous understandings and representations. No covenants, term or provision of the Agreement may be modified or waived except by writing duly executed by the legal representative of each party.

IN WITNESS WHEREOF, the parties have executed the agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness

By: _____
RON WILLIAMS, CHAIRMAN

Print or type name

Witness

ATTEST:

Print or type name

P. Dewitt Cason, Clerk of Court (SEAL)

Signed, sealed and delivered
in the presence of:

Witness

SANDY KISHTON (SEAL)

Print or type name

Witness

Print or type name