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 DC,P DeWitt Cason, Columbia County Page 1 of 20 B 1300 P 1262

INTERLOCAL AGREEMENT  
 BETWEEN  
 SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
 AND  
 COLUMBIA COUNTY, FLORIDA

This Interlocal Agreement is made and entered into this 19<sup>th</sup> day of August, 2015, by and between the Suwannee River Water Management District, a Florida water management district created and operating under Ch. 373, Florida Statutes, (hereinafter called the "DISTRICT"), and Columbia County, a political subdivision of the State of Florida (hereinafter called the "COUNTY"), (all of the foregoing may be collectively called the "PARTIES"), and pursuant to Section 163.01, Florida Statutes, and the PARTIES agree as follows:

WITNESSETH:

WHEREAS, the DISTRICT is a Florida water management district created and operating under Chapter 373, Florida Statutes; and,

WHEREAS, the DISTRICT is empowered to take actions to attempt to prevent flooding and protect water quality from the impacts of stormwater runoff within its boundaries; and,

WHEREAS, the COUNTY is a political subdivision of the State of Florida and a charter county as that term is used in Article VIII, Section 1(f), Florida Constitution; and,

WHEREAS, the COUNTY is given its home rule powers by the Florida Constitution, Section 125.01, Florida Statutes, and other provisions of Florida Law and such powers include taking actions to attempt to prevent flooding and protect water quality from the impacts of stormwater runoff within its boundaries; and,

WHEREAS, the COUNTY is located wholly within the boundaries of the DISTRICT; and,

WHEREAS, the PARTIES have identified several residential subdivisions located within the COUNTY (and therefore also within the DISTRICT) in which the existing infrastructure could be improved to better protect against flooding and adverse water quality impacts; and,

WHEREAS, the PARTIES desire to work together to improve flood protection and water quality for the citizens of COUNTY and DISTRICT in the above residential subdivisions; and,

WHEREAS, the DISTRICT and the COUNTY each find that coordination and cooperation in the areas of flood control and water quality protection is prudent and efficient, as well as necessary to achieving their mutual goals; and,

WHEREAS, the PARTIES have reached an agreement between them as to a way and method to reach their mutual goals and wish to formalize such agreement by committing such agreement to writing and thereby create a legally enforceable obligation for both PARTIES.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. The following terms shall have the following meanings herein unless a contrary intention is clearly expressed:
  - 2.1 *AGREEMENT* shall mean this interlocal agreement.
  - 2.2 *ALLIGATOR LAKE PARCEL* shall mean that certain parcel of real property located entirely in Columbia County, Florida which consists of 41.56 acres, more or less, and which has been assigned parcel ID No. 09-4S-17-08301-005 by the Columbia County Property Appraiser. The ALLIGATOR LAKE PARCEL is located on Alligator Lake and contiguous to a public park owned by the COUNTY.
  - 2.3 *CALLAWAY SUBDIVISION* shall mean the residential subdivision located entirely in the COUNTY known as Callaway Subdivision, Phase II.
  - 2.4 *CALLAWAY SUBDIVISION PERMIT* shall mean the DISTRICT's Environmental Resource Permit No. ERP 96-0102M, which governs the stormwater management of the CALLAWAY SUBDIVISION.
  - 2.5 *CALLAWAY SUBDIVISION DEVELOPER* shall mean Callaway Land Trust, who developed the CALLAWAY SUBDIVISION and who presently is the holder of the CALLAWAY SUBDIVISION PERMIT.
  - 2.6 *COUNTY* shall mean Columbia County, a political subdivision of the State of Florida.
  - 2.7 *DISTRICT* shall mean the Suwannee River Water Management District, a Florida water management district created and operating under Chapter. 373, Florida Statutes.
  - 2.8 *EMERALD COVE SUBDIVISION* shall mean the residential subdivision located entirely in the COUNTY known as Emerald Cove.
  - 2.9 *EMERALD COVE SUBDIVISION PERMIT* shall mean the DISTRICT's

Environmental Resource Permit No. ERP 04-0250, which governs the stormwater management of the EMERALD COVE SUBDIVISION.

- 2.10 *EMERALD COVE SUBDIVISION DEVELOPER* shall mean DDP Corporation, who developed the EMERALD COVE SUBDIVISION and who presently is the holder of the EMERALD COVE SUBDIVISION PERMIT.
- 2.11 *HAIGHT-ASHBURY SUBDIVISION* shall mean the residential subdivision located entirely in the COUNTY known as Haight-Ashbury.
- 2.12 *HAIGHT-ASHBURY SUBDIVISION PERMIT* shall mean the DISTRICT's Environmental Resource Permit No. ERP 02-0021, which governs the stormwater management of the HAIGHT-ASHBURY SUBDIVISION.
- 2.13 *HAIGHT-ASHBURY SUBDIVISION DEVELOPER* shall mean Jeffery Hill, who developed the HAIGHT-ASHBURY SUBDIVISION and who presently is the holder of the HAIGHT-ASHBURY SUBDIVISION PERMIT.
- 2.14 *SMITHFIELD ESTATES SUBDIVISION* shall mean the residential subdivision located entirely in the COUNTY known as Smithfield Estates.
- 2.15 *SMITHFIELD ESTATES SUBDIVISION PERMIT* shall mean the DISTRICT's Environmental Resource Permit No. ERP 99-0203, which governs the stormwater management of the SMITHFIELD ESTATES SUBDIVISION.
- 2.16 *SMITHFIELD ESTATES SUBDIVISION DEVELOPER* shall mean Jeffery Hill, who developed the SMITHFIELD ESTATES SUBDIVISION and who presently is the holder of the SMITHFIELD ESTATES SUBDIVISION PERMIT.
- 2.17 *PARTIES* shall mean the DISTRICT and the COUNTY.

3. SMITHFIELD ESTATES SUBDIVISION.

- 3.1 Within 120 days, the COUNTY will, at the COUNTY's sole expense initiate, and thereafter proceed diligently to complete, all necessary improvements to the SMITHFIELD ESTATES SUBDIVISION, in accordance with the SMITHFIELD ESTATES SUBDIVISION PERMIT. Such construction shall be completed within 18 months.
- 3.2 Upon the COUNTY's completion of construction in accordance with the SMITHFIELD ESTATES SUBDIVISION PERMIT, the DISTRICT shall transfer the SMITHFIELD ESTATES SUBDIVISION PERMIT to the perpetual operation and maintenance phase. The COUNTY shall thereafter be designated as the operation and maintenance entity for the SMITHFIELD ESTATES

SUBDIVISION PERMIT.

4. CALLAWAY SUBDIVISION

- 4.1 Within 120 days, the COUNTY will, at the COUNTY's sole expense initiate, and thereafter proceed diligently to complete, all necessary improvements to the CALLAWAY SUBDIVISION, in accordance with the permitted plans that were signed and sealed by Gregory Bailey, P.E., on July 2, 2003. Such construction shall be completed by the COUNTY by no later than 1 year after the date of this agreement.
- 4.2 Upon the COUNTY's completion of the approved improvements, the DISTRICT shall transfer the CALLAWAY SUBDIVISION PERMIT to the perpetual operation and maintenance phase. The COUNTY shall thereafter be designated as the operation and maintenance entity for the CALLAWAY SUBDIVISION PERMIT.

5. HAIGHT-ASHBURY SUBDIVISION.

- 5.1 The COUNTY has reviewed and approved the DISTRICT's written proposal to repair the retention pond in the HAIGHT-ASHBURY SUBDIVISION. A copy of such written proposal is attached hereto as Exhibit "A".
- 5.2 Within 120 days, the COUNTY will, at the COUNTY's sole expense initiate, and thereafter proceed diligently to complete, all improvements required by the DISTRICT's written proposal to repair the retention pond in the HAIGHT-ASHBURY SUBDIVISION. Such construction shall be completed by the COUNTY by no later than 1 year from the date of this agreement.
- 5.3 Upon the COUNTY's completion of all improvements required by the DISTRICT's written proposal to repair the retention pond in the HAIGHT-ASHBURY SUBDIVISION, the DISTRICT shall transfer the HAIGHT-ASHBURY SUBDIVISION PERMIT to the perpetual operation and maintenance phase. The COUNTY shall thereafter be designated as the operation and maintenance entity for the HAIGHT-ASHBURY SUBDIVISION PERMIT.

6. EMERALD COVE SUBDIVISION.

- 6.1 Within 120 days of execution of this AGREEMENT, the COUNTY will make a request to the DISTRICT be designated as the operation and maintenance entity for the EMERALD COVE SUBDIVISION PERMIT. The DISTRICT shall transfer the EMERALD COVE SUBDIVISION PERMIT to the perpetual operation and maintenance phase. The COUNTY shall thereafter be designated as the operation and maintenance entity for the EMERALD COVE

## SUBDIVISION PERMIT.

7. DISTRICT LAND CONTRIBUTION. Upon the COUNTY's completion of its obligations under paragraphs 2 through 6 herein above, the DISTRICT will deed to COUNTY all of the DISTRICT's interest in the ALLIGATOR LAKE PARCEL. The deed of conveyance shall include a provision under which title shall cease in COUNTY and automatically revert to the DISTRICT in the event the ALLIGATOR LAKE PARCEL ceases to be used for recreation, flood control and/or water resource protection purposes.
8. CONSENT OF THE PRESENT PERMIT HOLDERS.
  - 8.1 By execution of the consent attached hereto as Exhibit "B", the SMITHFIELD ESTATES SUBDIVISION DEVELOPER is indicating that he or she has reviewed this AGREEMENT and consents to the PARTIES taking all of the actions set out herein.
  - 8.2 The attached Exhibit "C" was intended to reflect the consent of the CALLAWAY SUBDIVISION DEVELOPER, however that developer no longer exists and the consent is therefore unobtainable.
  - 8.3 By execution of the consent attached hereto as Exhibit "D", the HAIGHT-ASHBURY SUBDIVISION DEVELOPER is indicating that he or she has reviewed this AGREEMENT and consents to the PARTIES taking all of the actions set out herein.
  - 8.4 By execution of the consent attached hereto as Exhibit "E", the EMERALD COVE SUBDIVISION DEVELOPER is indicating that he or she has reviewed this AGREEMENT and consents to the PARTIES taking all of the actions set out herein.
  - 8.5 By execution of the consent attached hereto as Exhibit "F", the EMERALD LAKES SUBDIVISION DEVELOPER is indicating that he or she has reviewed this AGREEMENT and consents to the PARTIES taking all of the actions set out herein.
9. GENERAL PROVISIONS.
  - 9.1 This AGREEMENT shall become effective immediately after it has been executed by all parties, the Developer Consents have been executed (Exhibits B, C, D and E), and the AGREEMENT is filed with the clerks of the circuit court for Suwannee County and Columbia County pursuant to Section 163.01(11), Florida Statutes, (herein "Effective Date."

- 9.2 All timeframes stated herein above shall begin to run on the Effective Date of this AGREEMENT, unless a different timeframe is specified in connection with a particular action item.
- 9.3 The term of this agreement shall run from the Effective Date of this AGREEMENT until the complete performance by the DISTRICT and the COUNTY of all obligations specified herein.
- 9.4 No portion of this AGREEMENT may be terminated, cancelled, amended, revoked, or abandoned except through a written agreement executed by the PARTIES with the same formalities as this AGREEMENT.
- 9.5 This AGREEMENT contains the entire agreement between the PARTIES and supercedes all prior contracts, agreements or understandings between the PARTIES. Each party represents and warrants to the other that no contract, agreement or representation on any matter exists between the PARTIES except as expressly set out herein.
- 9.6 The provisions of this AGREEMENT are for the sole and exclusive benefit of the COUNTY and the DISTRICT, and no provision of this AGREEMENT shall be deemed for the benefit of any other person or entity.
- 9.7 The PARTIES understand that all engineering, planning, building and construction is being undertaken by the COUNTY and the COUNTY assumes full responsibility therefore.
- 9.8 Neither party may assign any of its rights under this AGREEMENT voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without the prior written consent of the other party.
- 9.9 Execution of this AGREEMENT in no way affects any of the PARTIES' obligations pursuant to Chapter 267, Florida Statutes concerning the collection of artifacts or the disturbance of the archaeological and historic sites.
- 9.10 This AGREEMENT shall not be construed to grant any permits or regulatory authority as to any uses or activity contemplated in this AGREEMENT. The COUNTY shall be responsible for obtaining all permits and other regulatory approvals necessary for any of the activities set out herein.
- 9.11 Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

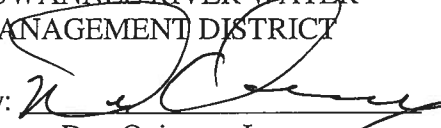
To the COUNTY: Columbia County, Florida  
c/o County Manager  
Post Office Box 1529  
Lake City, FL 32056-1529

To the DISTRICT: Suwannee River Water Management District  
c/o Executive Director  
9225 CR 49  
Live Oak, FL 32060


- 9.12 This AGREEMENT will be governed, construed and enforced in accordance with the laws of the State of Florida.
- 9.13 Notwithstanding anything else herein to the contrary, nothing in the AGREEMENT is intended or is to be construed as a waiver of either party's sovereign immunity or an expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.
- 9.14 Nothing in this AGREEMENT shall be construed to require COUNTY to, in any manner, enhance or expand the stormwater capabilities of the stormwater systems beyond those currently permitted or as modified by the DISTRICT upon application by the COUNTY.
- 9.15 The parties acknowledge certain variances may be requested and/or required for the permits requested by the COUNTY, and the DISTRICT will not unreasonably withhold its approval of such variances.

EXECUTED by the DISTRICT on this 11 day of August, 2015.

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

By:   
Don Quincey, Jr.  
Its Chair

ATTEST:

By:   
Virginia H. Johns  
Secretary/Treasurer

Approved as to Form:

  
George T. Reeves, Governing Board General Counsel

EXECUTED by the COUNTY on this 19<sup>th</sup> day of August, 2015.

BOARD OF COUNTY COMMISSIONERS OF  
COLUMBIA COUNTY, FLORIDA

BY: Rusty DePratter  
Rusty DePratter  
Its Chair

ATTEST: P. Russell Carson

Clerk

Approved as to Form:

Joel F. Foreman  
Joel F. Foreman, County Attorney



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## **EXHIBIT "A"**

### **HAIGHT-ASHBURY SUBDIVISION ERP No. 02-0021 RETENTION POND REPAIR PROPOSAL**

1. Redress the ditches for positive flow to retention pond.
2. Modify berm on east-side of the retention pond to allow runoff from Lot 2 (Haight-Ashbury Plat, Plat Book 7, Page 186) to sheet flow into the retention pond.
3. Reassess the ditch in front of Lot 2 (Haight-Ashbury Plat, Plat Book 7, Page 186) to ensure water flows into retention pond.
4. Submit appropriate As-built forms.

## EXHIBIT "B"

### DEVELOPER CONSENT

I HEREBY represent that I am the developer of the SMITHFIELD ESTATES SUBDIVISION and am the holder of the Environmental Resource Permit ERP No. 99-0203, issued by the Suwannee River Water Management District (the "District") and that I have reviewed the proposed interlocal agreement No. \_\_\_\_\_ between the District and Columbia County, Florida (the "County").

I consent to the County taking any and all actions set out in the above interlocal agreement including, without limitation, the following:

1. Making application to modify the above permit;
2. Becoming the permit holder for the above permit;
3. Being hereafter designated as the operation and maintenance entity for the above permit and subdivision; and,
4. Performing any and all construction activities the County deems appropriate at or near the above subdivision and in any and all common areas owned by me and/or under my control.
5. The undersigned will deed or cause to be deeded to County fee title or the necessary ingress and egress easement sufficient for the County to have access from a public road to the stormwater retention area or other drainage system facilities and appurtenances.
6. The undersigned will deed or cause to be deeded to County fee title free of any liens or encumbrances of the stormwater retention area and drainage systems as may be necessary for County permitting purposes, use, operation and maintenance for the above-named subdivision property, *subject to existing easements.*
7. The deeds described in paragraphs 5 and 6 herein shall be executed and delivered to County within 30 days after written request by County for \$1.00 additional consideration, and prior to County beginning any work on the property described in this Agreement. County will pay all reasonable closing costs associated with the deed and transfer of real property interest.

Signed, sealed and delivered  
in the presence of:

Connie S. Brecheen

Witness

Connie S. Brecheen

Print or type name

Witness

KEVIN KERRY

Print or type name

Jeffery L. Hill

(SEAL)

JEFFERY L. HILL

Linda P. Hill

(SEAL)

LINDA P. HILL

STATE OF FLORIDA  
COUNTY OF COLUMBIA

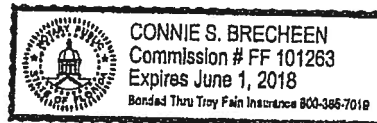
The foregoing instrument was acknowledged before me this 12 day of  
May, 2015, by JEFFERY L. HILL and his wife, LINDA P. HILL, who is personally  
known to me or who has produced a Florida driver's license as identification.

Connie S. Brecheen

Notary Public, State of Florida

(NOTARIAL  
SEAL)

My Commission Expires:



## EXHIBIT "C"

### DEVELOPER CONSENT

I HEREBY represent that I am the developer of the CALLAWAY SUBDIVISION and am the holder of the Environmental Resource Permit ERP No. 96-0102M, issued by the Suwannee River Water Management District (the "District") and that I have reviewed the proposed interlocal agreement No. \_\_\_\_\_ between the District and Columbia County, Florida (the "County").

I consent to the County taking any and all actions set out in the above interlocal agreement including, without limitation, the following:

1. Making application to modify the above permit;
2. Becoming the permit holder for the above permit;
3. Being hereafter designated as the operation and maintenance entity for the above permit and subdivision; and,
4. Performing any and all construction activities the County deems appropriate at or near the above subdivision and in any and all common areas owned by me and/or under my control.
5. The undersigned will deed or cause to be deeded to County fee title or the necessary ingress and egress easement sufficient for the County to have access from a public road to the stormwater retention area or other drainage system facilities and appurtenances.
6. The undersigned will deed or cause to be deeded to County fee title free of any liens or encumbrances of the stormwater retention area and drainage systems as may be necessary for County permitting purposes, use, operation and maintenance for the above-named subdivision property.
7. The deeds described in paragraphs 5 and 6 herein shall be executed and delivered to County within 30 days after written request by County for \$1.00 additional consideration, and prior to County beginning any work on the property described in this Agreement. County will pay all reasonable closing costs associated with the deed and transfer of real property interest.

Signed, sealed and delivered  
in the presence of:

CALLAWAY HOMEOWNERS' ASSOCIATION,  
INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print or type name

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as the \_\_\_\_\_ of CALLAWAY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL  
SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

Signed, sealed and delivered  
in the presence of:

CALLAWAY LAND TRUST

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print or type name

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as the \_\_\_\_\_ of CALLAWAY LAND TRUST, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL  
SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

## **EXHIBIT "D"**

### **DEVELOPER CONSENT**

I HEREBY represent that I am the developer of the HAIGHT-ASHBURY SUBDIVISION and am the holder of the Environmental Resource Permit ERP No. 02-0021, issued by the Suwannee River Water Management District (the "District") and that I have reviewed the proposed interlocal agreement No. \_\_\_\_\_ between the District and Columbia County, Florida (the "County").

I consent to the County taking any and all actions set out in the above interlocal agreement including, without limitation, the following:

1. Making application to modify the above permit;
2. Becoming the permit holder for the above permit;
3. Being hereafter designated as the operation and maintenance entity for the above permit and subdivision; and,
4. Performing any and all construction activities the County deems appropriate at or near the above subdivision and in any and all common areas owned by me and/or under my control.
5. The undersigned will deed or cause to be deeded to County fee title or the necessary ingress and egress easement sufficient for the County to have access from a public road to the stormwater retention area or other drainage system facilities and appurtenances.
6. The undersigned will deed or cause to be deeded to County fee title free of any liens or encumbrances of the stormwater retention area and drainage systems as may be necessary for County permitting purposes, use, operation and maintenance for the above-named subdivision property.
7. The deeds described in paragraphs 5 and 6 herein shall be executed and delivered to County within 30 days after written request by County for \$1.00 additional consideration, and prior to County beginning any work on the property described in this Agreement. County will pay all reasonable closing costs associated with the deed and transfer of real property interest.



Signed, sealed and delivered  
in the presence of:

Connie S. Brecheen  
Witness

Connie S. Brecheen  
Print or type name

Witness

KENNETH  
Print or type name

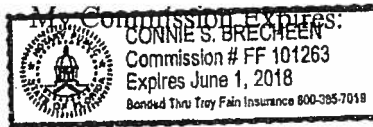
Jeffery L. Hill (SEAL)  
JEFFERY L. HILL

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 12 day of  
May, 2015, by JEFFERY L. HILL who is personally known to me or who has  
produced a Florida driver's license as identification.

Connie S. Brecheen  
Notary Public, State of Florida

(NOTARIAL  
SEAL)



Signed, sealed and delivered  
in the presence of:

Connie S. Brecheen  
Witness

Connie S. Brecheen  
Print or type name

Witness

KENNETH  
Print or type name

EL RANCHO NO TENGO, INC.

By:

Print:

Title:

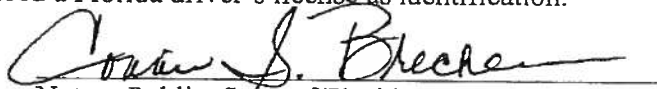
Jeffery L. Hill

Jeffery L. Hill

President

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 12 day of May, 2015, by Jeffery L. Hill, as the President of EL RANCHO NO TENGO, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.

  
Notary Public, State of Florida

(NOTARIAL  
SEAL)

My Commission Expires:



## EXHIBIT "E"

### DEVELOPER CONSENT

I HEREBY represent that I am the developer of the EMERALD COVE SUBDIVISION and am the holder of the Environmental Resource Permit ERP No. 04-0250, issued by the Suwannee River Water Management District (the "District") and that I have reviewed the proposed interlocal agreement No. \_\_\_\_\_ between the District and Columbia County, Florida (the "County").

I consent to the County taking any and all actions set out in the above interlocal agreement including, without limitation, the following:

1. Making application to modify the above permit;
2. Becoming the permit holder for the above permit;
3. Being hereafter designated as the operation and maintenance entity for the above permit and subdivision; and,
4. Performing any and all construction activities the County deems appropriate at or near the above subdivision and in any and all common areas owned by me and/or under my control.
5. The undersigned will deed or cause to be deeded to County fee title or the necessary ingress and egress easement sufficient for the County to have access from a public road to the stormwater retention area or other drainage system facilities and appurtenances.
6. The undersigned will deed or cause to be deeded to County fee title free of any liens or encumbrances of the stormwater retention area and drainage systems as may be necessary for County permitting purposes, use, operation and maintenance for the above-named subdivision property.
7. The deeds described in paragraphs 5 and 6 herein shall be executed and delivered to County within 30 days after written request by County for \$1.00 additional consideration, and prior to County beginning any work on the property described in this Agreement. County will pay all reasonable closing costs associated with the deed and transfer of real property interest.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

Zach Daughtry  
Print or type name

[Signature]  
Witness

Connie Brecheen  
Print or type name

[Signature] (SEAL)  
Print: Palmer Daughtry

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 28 day of  
April, 2015, by Palmer Daughtry, who is personally known to  
me or who has produced a Florida driver's license as identification.

[Signature]  
Notary Public, State of Florida

(NOTARIAL  
SEAL)

My Commission Expires:

