

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

MAY 15, 2014

5:30 P.M.

Invocation (Commissioner Scarlet P. Frisina)

Pledge to U. S. Flag

Staff Agenda Additions/Deletions

Adoption of Agenda

Public Comments

Marlin Feagle, County Attorney

- (1) Requesting Approval to Set a Public Hearing – (Renewal) – Four Cent Local Option Fuel Tax**
- (2) TD Bank Property Purchase/Contract – Boundary Survey Map**

Brian Kepner, County Planner

SUBDIVISIONS:

Preliminary Plat Approval:

- (1) SD 0224 – Cypress Lake Business Park – Cypress Lake Land Trust Developer – 5 Lots Ranging in Size from 1.02 Acres to 0.72 Acres, Located South of U.S. Highway 90, Approximately a Third of a Mile West of Turner Avenue and a Quarter Mile East of NW Brown Road. Variance SV 14-01 Approved At May 1, 2014 Meeting, District 3 – Commissioner Nash**

STAFF MATTERS:

HONORABLE RONALD W. WILLIAMS, CHAIRMAN

- (1) Consent Agenda

DISCUSSION AND ACTION ITEMS:

- (1) David Kraus, Safety Manager – Consider the Purchase of Woodgate Village and Country Dale Estates – Water System - \$81,000.00
- (2) Dale Williams, County Manager - Return of Aircraft to National Aviation Museum

****** PUBLIC COMMENTS**

COMMISSIONERS COMMENTS

ADJOURNMENT

5/15/14
Agenda



Executive
Director
Marshall Stranburg

Revenue Accounting

Post Office Box 6609

Tallahassee, FL 32314-6609

RECEIVED
APR 14 2014
Board of County Commissioners
Columbia County

April 3, 2014

Dale Williams, County Manager
Columbia County Board of Commissioners
P. O. Box 1529
Lake City, FL 32056-1529

BCC
Martin -
4/15/14 Distributed

Dear Mr. Williams:

After a recent review of our files, we find that Columbia County's Ordinance Number 2002-20 **expires on December 31, 2014**. This ordinance imposes the four cents local option fuel tax on every gallon of gasoline and diesel fuel sold in the county.

It is necessary to notify the Florida Department of Revenue, in writing, of the county's intent to let this ordinance expire or extend it at the current rate. If the Commission plans to extend the tax, it is essential that a new ordinance be adopted by July 1, 2014. This new ordinance should reflect an effective date of January 1, 2015 and an expiration date of December 31st. The county is also expected to provide the Florida Department of Revenue, by October 1, 2014 a determination of the method of distribution as required by Chapter 336.025, Florida Statutes.

If you have any questions about this matter, please feel free to contact me at (850) 717-7220.

Sincerely,

Hattie M. Pennie
Hattie M. Pennie
Tax Law Specialist
Revenue Accounting

cc: Columbia County File

Child Support Enforcement - Ann Coffin, Director • General Tax Administration - Maria Johnson, Director
Property Tax Oversight - James McAdams, Director • Information Services - Damu Kutlikrishnan, Director

Phone: (850) 617-8586

www.myflorida.com/dor

FAX: (850) 921-1171

revenueaccounting@dor.state.fl.us

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

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: 05/07/14

Meeting Date: 05/15/14

Name: Brian Kepner

Department: Building & Zoning

Division Managers Signature *Brian Kepner*

1. Nature and purpose of agenda item Preliminary Plat Approval, Cypress Lake Business Park
Subdivision.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? ☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

☐ Consent Item ☐ Discussion Item

**MAY 15, 2014
BOARD OF COUNTY COMMISSIONERS MEETING
BUILDING AND ZONING DEPARTMENT
AGENDA**

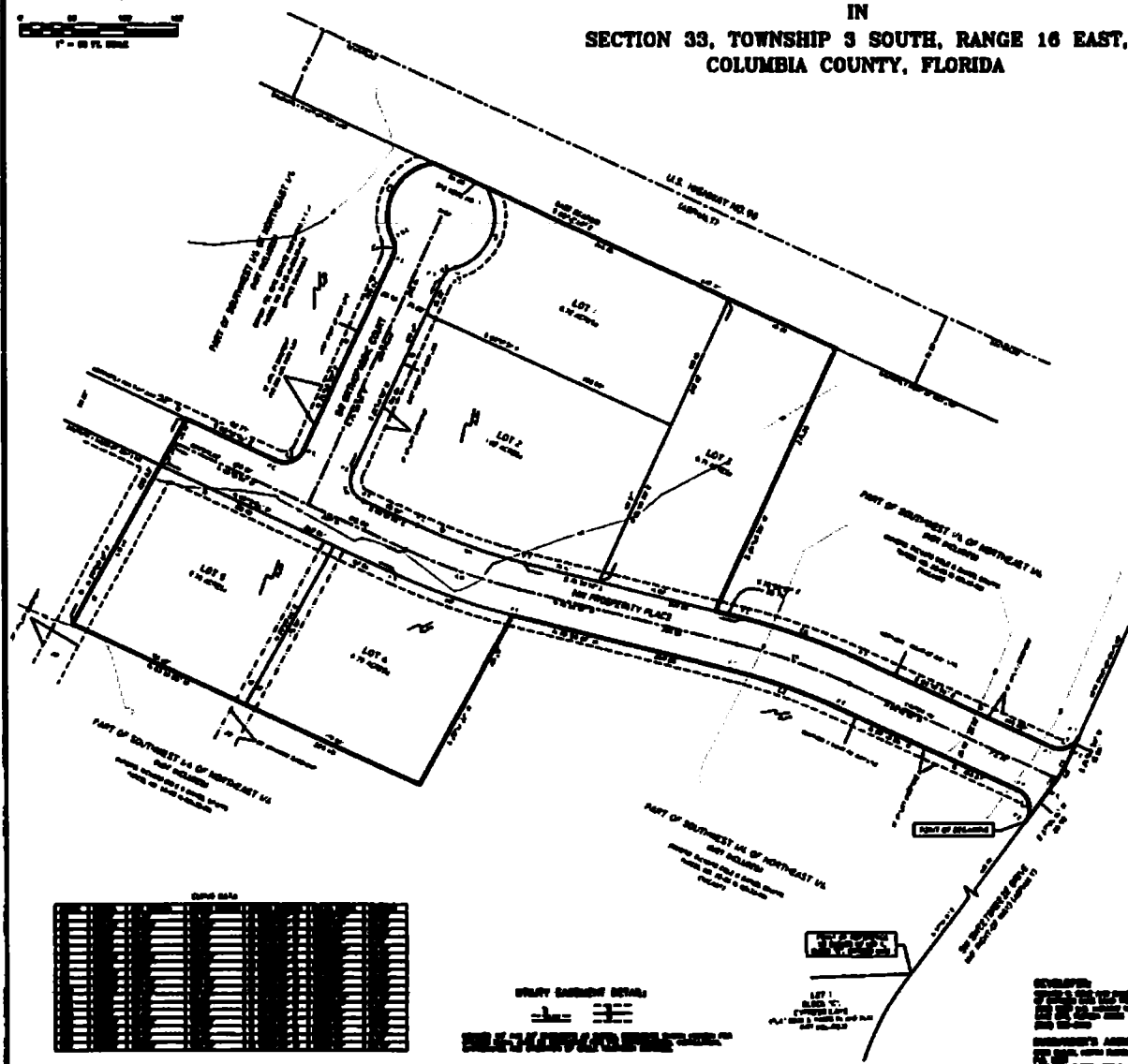
Brian Kepner – County Planner

SUBDIVISION:

Preliminary Plat Approval

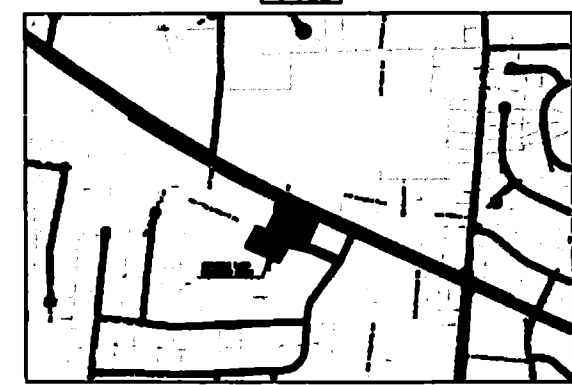
SD 0224 – Cypress Lake Business Park, Cypress Lake Land Trust developer. 5 lots, ranging in size from 1.02 acres to 0.72 acre. Located south of U.S. Highway 90, approximately a third of a mile west of Turner Avenue and a quarter mile east of NW Brown Road. Variance SV 14-01 approved at May 1, 2014 meeting. District 3, Commissioner Nash.

"NOT FOR FINAL RECORDING"
MAP SHOWING PRELIMINARY PLAT OF:
CYPRESS LAKE BUSINESS PARK
 IN
 SECTION 33, TOWNSHIP 3 SOUTH, RANGE 16 EAST,
 COLUMBIA COUNTY, FLORIDA



THE FOLLOWING IS A SUMMARY OF THE INFORMATION CONTAINED IN THE PRELIMINARY PLAT OF CYPRESS LAKE BUSINESS PARK, SECTION 33, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA. THE INFORMATION IS BASED ON THE RECORDS OF THE COLUMBIA COUNTY ENGINEER'S OFFICE AND THE RECORDS OF THE COLUMBIA COUNTY PLAT BOOK. THE INFORMATION IS NOT GUARANTEED BY THE ENGINEER OR THE PLAT BOOK. THE INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY.

VELOCITY MAP
OF 100



- NOTES AND REFERENCES:**
- 1. ALL LOTS SHOWN ON THIS MAP ARE OF THE SAME SIZE AND SHAPE.
 - 2. THE LOTS SHOWN ON THIS MAP ARE OF THE SAME SIZE AND SHAPE.
 - 3. THE LOTS SHOWN ON THIS MAP ARE OF THE SAME SIZE AND SHAPE.
 - 4. THE LOTS SHOWN ON THIS MAP ARE OF THE SAME SIZE AND SHAPE.
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 - 7. THE LOTS SHOWN ON THIS MAP ARE OF THE SAME SIZE AND SHAPE.
 - 8. THE LOTS SHOWN ON THIS MAP ARE OF THE SAME SIZE AND SHAPE.
 - 9. THE LOTS SHOWN ON THIS MAP ARE OF THE SAME SIZE AND SHAPE.
 - 10. THE LOTS SHOWN ON THIS MAP ARE OF THE SAME SIZE AND SHAPE.

ENGINEER'S CERTIFICATE
 I, the undersigned, being a duly qualified and licensed Professional Engineer in the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original plat of the CYPRESS LAKE BUSINESS PARK, SECTION 33, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA, as shown to me by the owner thereof.

GRID DATA

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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STANDARD SURVEYING DETAIL
 1" = 100'

REMARKS:
 THIS MAP WAS PREPARED BY THE ENGINEER AND THE PLAT BOOK. THE INFORMATION IS NOT GUARANTEED BY THE ENGINEER OR THE PLAT BOOK. THE INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY.

J. SHERMAN FRIER & ASSOCIATES, INC. LAND SURVEYORS COMPANY OF AMERICA - 1000 P.O. BOX 1000 100 N. GULF DR. / P.O. BOX 1000 - GULF, FL. 33604 PHONE 813-881-1000 - FAX 813-881-1000	
DATE: 10/1/88 BY: J.S.F.	DATE: 10/1/88 BY: J.S.F.

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: May 7, 2014

Meeting Date: May 15, 2014

Name: David Kraus, Safety Manager

Department: Utilities

Division Managers Signature 

1. Nature and purpose of agenda item: To consider the purchase of the Woodgate Village and Country Dale Estates Water Systems for \$81,000,

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? ☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: -

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item

MEMORANDUM

TO: Columbia County Board of County Commissioners
From: David Kraus, Safety Manager
Date: May 7, 2014

RE: Purchase of Woodgate Village/Country Dale Estates Utility

On December 19, 2013, the Columbia County Board of County Commissioners considered the purchase of 2 water systems from Espenship Investments, LLC – Woodgate Village and Country Dale Estates. The Board voted to send notices to all of the customers of the two systems at the owner's expense. Espenship Investments provided the County with stamped and addressed envelopes for all of their customers. On February 26, 2014, the County mailed the notice outlining the potential purchase of the water system and the impact on the rates.

Since February, we have received 9 comments. Four residents opposed the purchase and specifically the proposed increase in the water rates. Five residents supported the purchase citing improved service, repairs of leaks and a local billing office. Espenship Investments have moved their office to a Gainesville location.

The original analysis for the purchase has been attached for your convenience. This analysis shows the approximate net annual revenue of \$8,900. This acquisition would increase the utility customer base by 168 customers. The two systems would be serviced by existing County staff. A purchase price of \$81,000 was supported by the analysis.

We request approval by the Columbia County Board of County Commissioners to proceed with the purchase the Woodgate Village and Country Dale Estates Water Systems. If approved, the County Attorney would prepare a contract and research easements with final approval of the contract and Budget Amendment by the Board of County Commissioners.

February 26, 2014

Dear Utility Customer;

An offer has been extended to Columbia County to purchase the water system from Espenship Investments, LLC. This purchase would impact you. If purchased the Utility would be run by the Columbia County Public Works Department located at 607 NW Quinten Street in Lake City and they would handle all billing and maintenance concerns. Your costs may increase. The County has adopted rates that include a minimum monthly bill of \$25.18:

Minimum Water Charge:	\$21.02	0 to 3,000 gallons
Volume Water Charge:	\$ 2.94	per 1,000 gallons above 3,000
Billing Charge:	\$ 4.16	

Before making a decision on the purchase, The Board of County Commissioners would like to hear from the Utility's customers. Please send your comments and concerns to me at David Kraus, Columbia County, 263 NE Lake City Avenue, Lake City, FL 32055; email me at david_kraus@columbiacountyfla.com; or call me at 386-758-1178.

Sincerely,

David Kraus
Safety Manager

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

RECEIVED

DEC 11 2013

Board of County Commissioners
Columbia County, Florida

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Operations Manager
DATE: December 10, 2013
SUBJECT: Espenship Utilities

After researching and analyzing the data from the two (2) utility companies owned by Mr. Scott Espenship I am prepared to recommend that the County make a purchase offer of \$81,000.

The analysis' are attached and show net revenue from the two facilities of approximately \$8,900 annually. Acquiring the two (2) facilities Woodgate Village and Scott Glen would increase the utility customer base by 168 connections.

Upon approval by the Board of County Commission to proceed with the purchase, Marlin Feagle, County Attorney would need to be involved to draw up a contract, research easements, perform title searches, etc. I anticipate that the transaction could be completed within 30 to 45 days upon approval.

Please advise how you wish to proceed.

SUMMARY

NET REVENUES

	MONTH	ANNUAL
SCOTT GLEN	\$ (822.87)	\$ (9,874.49)
WOODGATE VILLAGE	\$ 1,568.94	\$ 18,827.23
TOTAL	\$ 746.06	\$ 8,952.74

REPLACEMENT COSTS

SCOTT GLEN	\$ 120,000.00
WOODGATE VILLAGE	\$ 505,000.00
TOTAL	\$ 625,000.00

CORRELATION

Option 1

Annual Net Revenue	*	10 years
\$ 8,952.74	*	10 \$ 89,527.44

Option 2

Financing of \$100,000.00 for 10 years at 2%

Monthly Payment 920.13

A monthly payment of 746.00 will pay
a 10 year, \$81,075.10 loan at 2% interest.

SCOTT GLEN

MONTHLY PROJECTED EXPENSE

Meter Reading	2 hrs @	\$ 23.56 per hour	\$ 47.12
Administrative - Billing	8 hrs @	\$ 10.52 per hour	\$ 84.16
Plant Operator	39 hrs @	\$ 23.56	\$ 918.84
Chemicals			\$ 50.00
20% Contingency			\$ 220.02

1.5 hour per day, 6 days a week

PROJECTED MONTHLY EXPENSE \$ 1,320.14
PROJECTED ANNUAL EXPENSE \$ 15,841.73

MONTHLY PROJECTED REVENUE

24 total residential
connections

Units

	Base Price	Type	
17	\$ 25.18	RESIDENTIAL	\$ 428.06
3	\$ 23.07	SENIOR	\$ 69.21
0	\$ 81.18	1.5" COMMERCIAL	0

assume 85% total customers and round down
assume 85% of estimated and round down
assume 5% of estimated

PROJECTED MONTHLY REVENUE \$ 497.27
PROJECTED ANNUAL REVENUE \$ 5,967.24

NET MONTHLY REVENUE \$ (822.87)
NET ANNUAL REVENUE \$ (9,874.49)

NOTE: REPLACEMENT COST \$ 120,000.00

WOODGATE VILLAGE

MONTHLY PROJECTED EXPENSE

Meter Reading	6 hrs @	\$ 23.56 per hour	\$ 141.36
Administrative - Billing	16 hrs @	\$ 10.52 per hour	\$ 168.32
Plant Operator	39 hrs @	\$ 23.56	\$ 918.84
Chemicals			\$ 60.00
20% Contingency			\$ 257.70

1.5 hours per day, 6 days a week

PROJECTED MONTHLY EXPENSE \$ 1,546.22
PROJECTED ANNUAL EXPENSE \$ 18,554.69

MONTHLY PROJECTED REVENUE

Units

Base Price Type

144 total connections

104	\$ 25.18	RESIDENTIAL	\$ 2,618.72
18	\$ 23.07	SENIOR	\$ 415.26
1	\$ 81.18	1.5" COMMERCIAL	\$ 81.18

assume 85% total customers and round down
assume 85% of estimated and round down
assume 5% of estimated

PROJECTED MONTHLY REVENUE \$ 3,115.16
PROJECTED ANNUAL REVENUE \$ 37,381.92

NET MONTHLY REVENUE \$ 1,568.94
NET ANNUAL REVENUE \$ 18,827.23

NOTE: REPLACEMENT COST \$ 505,000.00

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: May 5, 2014

Meeting Date: May 15, 2014

Name: Kevin Kirby

Department: Operations

Division Managers Signature 

1. Nature and purpose of agenda item: Return of aircraft to National Aviation Museum

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? ☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: -

FROM

TO

AMOUNT

For Use of County Manger Only:

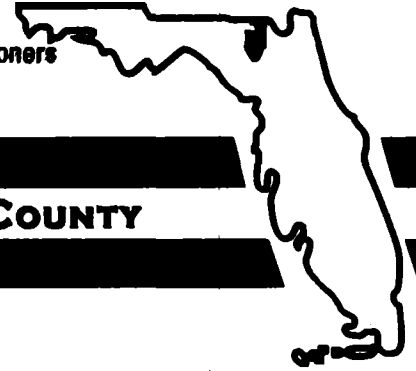
☐ Consent Item ☐ Discussion Item

RECEIVED

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

MAY 02 2014

Board of County Commissioners
Columbia County



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

*5/15/14
Agenda*

TO: Dale Williams, County Commissioner
FROM: Kevin Kirby, Operations Manager *[Signature]*
DATE: May 1, 2014
SUBJECT: Aircraft

Per your request attached is the agreement information for the aircraft on display along I-75.

Page A1-1 item #4 states that we must give written notice to the "Lender" and the Lender will exercise its option for repossession 60 days after receipt of the written notice.

The costs of removal are not known at this time as a method and site for relocation will need to be chosen depending on the wishes of the National Naval Aviation Museum. The aircraft was originally delivered by helicopter by the National Guard at no charge.

Please advise how you wish to proceed.



DEPARTMENT OF THE NAVY
NATIONAL NAVAL AVIATION MUSEUM
1750 RADFORD BLVD
SUITE C
PENSACOLA FLORIDA 32508-5402

4002
N43/Ser 11- 2 2 4

JUL 26 2011

Ms. Michele Crummitt
Director of Human Resources and Community Services
Columbia County Board of County Commissioners
Columbia County
135 NE Hernando Avenue, Suite 203
Lake City, FL 32055

Dear Ms. Crummitt:

Enclosed you will find two copies of a Standard Renewal Loan Agreement for the A-7E CORSAIR II aircraft, Bureau Number 158003, which is on loan to the Columbia County. Please sign the documents and return one copy of the agreement as soon as possible.

Should any problems or questions arise pertaining to this agreement, please contact me at (850) 452-3604, extension 3133.

Sincerely,

A handwritten signature in cursive script that reads "Helen I. Watson".

HELEN I. WATSON
Loan Manager

Enclosure: 1. Standard Renewal Loan Agreement (two copies)



DEPARTMENT OF THE NAVY
NATIONAL NAVAL AVIATION MUSEUM
1750 RADFORD BLVD
SUITE C
PENSACOLA FLORIDA 32508-5402

4002
N43/Ser 11-224

STANDARD RENEWAL LOAN AGREEMENT

By this agreement, made as of 26 July 2011 between the United States of America, hereinafter called "the Government," represented by the Director, National Naval Aviation Museum (NNAM), hereinafter called "the Lender," and the Columbia County Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, hereinafter called "the Borrower," incorporated and operating under the laws of the State of Florida and located at Lake City, FL.

Pursuant to (Public Law 80-421 (10 U.S.C. 2572)), the Lender hereby loans to the Borrower the following United States Government property which is permanently assigned to the Lender:

<u>AIRCRAFT</u>	<u>BUREAU NUMBER</u>	<u>NNAM ACCESSION NUMBER</u>	<u>VALUE</u>
A-7E CORSAIR II	158003	2006.022.001	\$100,000

The Lender agrees to renew the current loan for the above listed property on sub-custody to the Borrower commencing 26 July 2011 and ending 1 June 2016, with an option for renewal, subject to the stipulations as set forth below.

The Borrower agrees to not sub-lease or display the above Government property at another location without prior written permission from the Lender.

Any work product, equipment or material resulting from efforts or at the expense of the Borrower with regard to the aircraft will become a permanent part of the aircraft and will be considered the property of the Lender unless specifically exempted by the Lender.

The Borrower agrees to repair or replace, at the discretion of the Lender, the borrowed item for any and all loss or damages that may be inflicted on the item while the life of the loan is in effect and/or until the loaned material is returned to the physical custody of the Lender. The Borrower agrees to be responsible to maintain corrosion control and routine maintenance. If the material borrowed is irreplaceable the borrower may be required to make monetary restitution to the Lender up to and including the full amount of value of the item.

The Borrower shall obtain no interest in the loaned property by reason of this agreement and title shall remain in the Lender at all times. Any improvements, modifications or additions on or to the property is limited to that approved in writing by the Lender and becomes the property of the Lender.

The Borrower agrees to use the loaned property in a careful and prudent manner, not without prior written permission of the Lender to modify, restore, or mount on pylons or any structure above ground in any way, which would alter the original form, design, or the historical significance of said property, to perform routine maintenance so as not to reflect discredit on the Lender and to display and protect it in accordance with the instructions set forth in Attachment One, incorporated herewith and made part of this Loan Agreement.

The Borrower agrees to report annually to the Lender on the condition and location of the property. The Borrower agrees to display prominently a placard with the property at all times which contains the following credit line: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM AT PENSACOLA, FLORIDA." Additionally, articles published or submitted for publication or websites that refer to the loaned aircraft must credit the National Naval Aviation Museum as owner of the aircraft with, at a minimum, the words: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM, PENSACOLA, FLORIDA."

The Borrower agrees to provide the Lender with 4 x 6 color prints on the loaned property within 90 days of the arrival of the aircraft at the Borrower's location and upon submission of the annual certification statement. The photographs shall depict one full length photograph and one individual photograph clearly identifying the Bureau Number/Serial Number, if applicable. Photographs shall include general views of the display/storage areas with enough detail to identify each aircraft and/or artifact.

The Borrower agrees not to use the loaned property as security for any loan, not to sell, lease, rent, lend, or exchange the property for monetary gain or otherwise under any circumstances. Sub-custody assignment or loaning the property to any other entity will be only with the prior written approval of the Lender.

The Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgements, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned property.

The Borrower agrees to return said property to the Lender on termination of this Loan Agreement, or earlier, if it is determined that the property is no longer required, at no expense to the Lender.

The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and the attachment(s) thereto shall be sufficient cause for the Lender to repossess the loaned property. Repossession of all or any part of the loaned property by the Lender shall be made at no cost or expense to the Government; the Borrower shall defray all maintenance, freight, storage, crating, handling, transportation, and other charges attributable to such repossession.

The Borrower has read, understands and acknowledges that concealing a material fact and/or making a fraudulent statement in dealings with the federal government may constitute a violation of 18 USC 1001 (Attachment Two).

Executed on behalf of the Lender this 26 day of July,
2011, at Pensacola, Florida.

United States of America

By: HELEN I. WATSON

HELEN I. WATSON
Loan Manager
National Naval Aviation Museum
1750 Radford Boulevard, Suite C
Pensacola, FL 32508-5402

ACCEPTANCE

The Borrower, through its authorized representative, hereby
accepts responsibility for the loaned property subject to the
terms and conditions contained in the Loan Agreement set forth
above.

Executed on behalf of the Borrower this 4th day of August,
2011, at Lake City, Florida.

COLUMBIA COUNTY

By: JODY DUPREE

Name: Jody DuPree

Title: Chairman

Address: P.O. Drawer 1529

Lake City, Florida 32056-1529

Telephone: (386) 758-1005

Fax: (386) 758-2182

E-mail: michele crummitt@columbiacountyfla.com

ATTACHMENT ONE

SUPPLEMENTAL REQUIREMENTS FOR AIRCRAFT

1. The Borrower agrees to use the loaned aircraft for display or educational purposes only and to protect the aircraft from vandalism by displaying it behind fences, or by other suitable means to deter easy access. The Borrower agrees to furnish the Lender a notarized statement within 15 calendar days following the last day of each calendar year, certifying that the aircraft is still in the possession of the Borrower and being displayed in the same manner and condition as indicated by the original photograph or provide an updated photograph and details regarding changes.

2. The Borrower agrees that the loaned aircraft shall not be restored to flying condition, nor shall the aircraft be flown under any circumstances.

3. The Borrower agrees to maintain the loaned aircraft in good material condition including corrosion control, painting, preservation, etc. and not to cannibalize, exchange, or remove parts of the aircraft or to modify the aircraft without written permission by the Lender.

4. If, at any time, the loaned aircraft is no longer used for display or educational purposes, or if the Borrower no longer wishes to keep the loaned aircraft, written notice shall be given to the Lender and the Lender shall be entitled to immediate repossession of the aircraft. The Lender will exercise its option within 60 days after receipt of written notice from the Borrower and will:

a. Advise the Borrower that the Lender has another requirement for the loaned aircraft and will make appropriate arrangements for repositioning.

b. Advise the Borrower that the Lender desires to repossess the loaned aircraft and will arrange for appropriate disposition at the present location.

c. Advise that the Lender has no further requirement for the loaned aircraft and that the Borrower, at the Borrower's expense, is authorized, based on the Borrower's preference, to dispose of the loaned aircraft by one of the following methods:

(1) Demilitarize/destroy the property to the extent required by current Department of Defense policy as set forth by detailed guidance to be provided by the Lender. The Borrower will be required to certify in writing to the Lender that all requirements have been met and will provide the Lender with photographs depicting the specific demilitarization and/or destruction accomplished.

(2) Transport the loaned aircraft to the nearest military activity, providing the installation commander of that activity is agreeable to accepting the aircraft. The Borrower will be responsible for any disassembly necessary and all arrangements to accomplish the movement and will be required to obtain a receipt from the military installation to be provided to the Lender for record purposes.

ATTACHMENT TWO

TITLE 18 - CRIMES AND CRIMINAL PROCEDURE

PART I - CRIMES

CHAPTER 47 - FRAUD AND FALSE STATEMENTS

Sec. 1001. Statements or entries generally

(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully-

(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;

(2) makes any materially false, fictitious, or fraudulent statement or representation; or

(3) makes or uses any false writing or document knowing the same to contain any materially false fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more than 5 years, or both.