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# SPECIAL CALLED COUNCIL MEETING

## CITY OF LAKE CITY

May 26, 2026 at 5:30 PM

Venue: City Hall

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## AGENDA

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

### Pledge of Allegiance

Invocation - Mayor Noah Walker

### Roll Call

***Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.***

***Failure to abide by the rules of decorum will result in removal from the meeting.***

### Approval of Agenda

### Public Participation - Persons Wishing to Address Council

*Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.*

### New Business

#### Resolutions

1. City Council Resolution No. 2026-057 - A resolution of the City of Lake City, Florida, authorizing the execution and delivery of the form of attached loan documents between the City and State of Florida, Department of Commerce for a loan through the Rural Community Development Revolving Loan Fund Program, Section 288.65, Florida Statutes, in the principal amount of \$5,500,000.00 for costs for the acquisition of the Wastewater Treatment Plant at the North Florida Mega Industrial Park in Columbia County, Florida; making certain findings of paramount public purpose; providing new utilities revenues to pay the indebtedness; providing for the rights, securities and remedies for the holder of the promissory note; making certain covenants and agreements in connection therewith; and providing for severability and an effective date.
2. City Council Resolution No. 2026-063 - A resolution of the City of Lake City, Florida, approving those certain easement assignment and deed agreements between the City, the Columbia County Board of County Commissioners, and Weyerhaeuser Company and its affiliates in furtherance of the closing of the acquisition of the North Florida Mega Industrial Park Waste Water Treatment Plant contemplated by the agreement approved by Resolution 2026-043; making certain findings of fact in support of the City approving said agreements and instruments; recognizing the authority of the Mayor to execute and bind the City to said agreements and instruments; recognizing the authority of the Vice-Mayor to execute and bind the City to said agreements and instruments in the absence or unavailability of the Mayor; directing the Mayor or Vice-Mayor, as appropriate to execute and bind the City to said agreements and instruments; repealing all prior resolutions in conflict; and providing an effective date.

Please note: The documents which comprise Composite Exhibit “B” to Resolution 2026-063 continue to undergo legal review by legal counsel for the City, the County, and Weyerhaeuser, and said documents may undergo minor amendments prior to the special meeting. Any such amended documents will be provided as soon as available.

3. City Council Resolution No. 2026-067 - A resolution of the City of Lake City, Florida, authorizing the execution of the closing statement, closing affidavit, and closing agreements in furtherance of the closing of the acquisition of the North Florida Mega Industrial Park Waste Water Treatment Plant contemplated by the agreement approved by Resolution 2026-043; authorizing the expenditure of funds as represented on said closing statement in furtherance of the closing of the acquisition of the North Florida Mega Industrial Park Waste Water Treatment Plant contemplated by the agreement approved by Resolution 2026-043; making certain findings of fact in support of the City authorizing the execution of said documents; recognizing the authority of the Mayor to execute and bind the City to said documents; recognizing the authority of the Vice-Mayor to execute and bind the City to said documents in the absence or unavailability of the Mayor; directing the Mayor or Vice-Mayor, as appropriate to execute and bind the City to said agreements and instruments; authorizing and

directing the City Manager to take such actions as are necessary and proper to give effect to the expenditure of funds authorized hereby; repealing all prior resolutions in conflict; and providing an effective date.

Please Note: The documents which comprise the exhibit attached to Resolution 2026-067 continue to undergo legal review by legal counsel for the City, and the County, and said documents may undergo minor amendments prior to the special meeting. Any such amended documents will be provided as soon as available.

4. City Council Resolution No. 2026-064 - A resolution of the City of Lake City, Florida, approving that certain application for funds from the Federal Aviation Administration Infrastructure Investment and Jobs Act Grant for T-hangar taxi lane rehabilitation and drainage improvements at the Lake City Gateway Airport; making certain findings of fact in support of the City applying for such grant funds; recognizing the authority of the City Manager or his designee to submit such application; directing the City Manager or his designee to submit such application; repealing all prior resolutions in conflict; and providing an effective date.

### **Comments by Council Members**

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

### **Adjournment**

#### **YouTube Information**

Members of the public may also view the meeting on our YouTube channel at:  
<https://www.youtube.com/c/CityofLakeCity>

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**Pursuant to 286.0105, Florida Statutes**, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

**SPECIAL REQUIREMENTS:** Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.**

**File Attachments for Item:**

1. City Council Resolution No. 2026-057 - A resolution of the City of Lake City, Florida, authorizing the execution and delivery of the form of attached loan documents between the City and State of Florida, Department of Commerce for a loan through the Rural Community Development Revolving Loan Fund Program, Section 288.65, Florida Statutes, in the principal amount of \$5,500,000.00 for costs for the acquisition of the Wastewater Treatment Plant at the North Florida Mega Industrial Park in Columbia County, Florida; making certain findings of paramount public purpose; providing new utilities revenues to pay the indebtedness; providing for the rights, securities and remedies for the holder of the promissory note; making certain covenants and agreements in connection therewith; and providing for severability and an effective date.

## **RESOLUTION NO. 2026-057**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF ATTACHED LOAN DOCUMENTS BETWEEN THE CITY AND THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE FOR A LOAN THROUGH THE RURAL COMMUNITY DEVELOPMENT REVOLVING LOAN FUND PROGRAM, SECTION 288.065, FLORIDA STATUTES, IN THE PRINCIPAL AMOUNT OF \$5,500,000.00 FOR COSTS FOR THE ACQUISITION OF THE WASTEWATER TREATMENT PLANT AT THE NORTH FLORIDA MEGA INDUSTRIAL PARK IN COLUMBIA COUNTY, FLORIDA; MAKING CERTAIN FINDINGS OF PARAMOUNT PUBLIC PURPOSE; PROVIDING NET UTILITIES REVENUES TO PAY THE INDEBTEDNESS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE HOLDER OF THE PROMISSORY NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY OF LAKE CITY, FLORIDA AS FOLLOWS:**

**Section 1: Authority for this Resolution.**

This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 166, Florida Statutes, as amended, including without limitation Section 166.021, Florida Statutes; Sections 166.101 through 166.141, Florida Statutes; and other applicable provisions of law.

**Section 2: Definitions.**

The following words and phrases shall have the following meanings when used herein:

"City" means the City of Lake City, Florida, a municipality established under the Constitution and laws of the State of Florida, with its principal office at 205 N. Marion Ave, Lake City, FL, 32055.

"Debt Service Fund" means the City of Lake City, Florida Debt Service Fund held by the City's Finance Director, as further defined herein.

"Department" means the State of Florida Department of Commerce.

"Loan Amount" means the principal amount of \$5.5 million.

"Loan Documents" means those certain loan documents attached as a composite exhibit hereto between the City and the Department whereby the City will assume the obligation to repay to the Department moneys initially borrowed by Columbia County, Florida to construct the project. The principal amount borrowed pursuant to the Loan Documents shall not exceed the Loan

Amount, and the terms set forth in said Loan Documents shall be substantially identical to the terms of the loan between Columbia County, Florida and the Department in the Department's Loan Agreement No. S0244.

"Master Resolution" shall mean Resolution No. 2010-062 adopted by the City on August 2, 2010.

"Net Revenues" of the System shall mean the Gross Revenues or Revenues, after deduction of the Cost of Operation and Maintenance, as such terms are defined in the Master Resolution.

"Pledged Revenues" shall mean the Net Revenues of the System, to the extent and as provided in the Master Resolution.

"Project" means that certain wastewater treatment facility constructed by Columbia County, Florida situated east of the North Florida Mega Industrial Park and presently operated by the City pursuant to interlocal agreement.

"Promissory Note" means that certain promissory note of the Loan Amount made by the City as borrower in favor of and payable to the Department as lender in the form of Exhibit "\_\_\_\_" to the loan agreement attached as a composite exhibit hereto, said composite exhibit being collectively, the Loan Documents.

"System" or "Utility System" shall mean, collectively, the Water System and the Sewer System of the City. Upon compliance with the provisions of the Master Resolution, the term "System" may be deemed to include other utility functions added to the System, including, but not limited to, the acquisition, distribution and sale of natural gas, the providing of electricity, the providing of cable television services, the providing of telecommunication services or other utility functions that are authorized from time to time pursuant to the Act. Notwithstanding the foregoing definition of the term System, (i) such term shall not include any properties or interest in properties of the City which the City determines shall not constitute a part of the System for the purpose of the Master Resolution, and (ii) such term shall not include the stormwater system of the City.

### **Section 3: Findings.**

It is hereby ascertained, determined, and declared that:

- A. It is necessary and desirable for the benefit of its inhabitants and the continued preservation of the economic welfare, and the health, welfare, and safety of the City and its inhabitants, to obtain a loan of the Loan Amount from the Department through the Rural Community Development Revolving Loan Fund Program, Section 288.065, Florida Statutes, together with interest, to finance the acquisition of the Project.
- B. It is necessary and desirable to provide for the execution and delivery of the Loan Documents to implement and deliver the loan contemplated herein.

### **Section 4: Loan Documents and Payment.**

- A. The City shall accept, subject to the terms and conditions of the Loan Documents, the Loan

Amount, for the purposes described above. Simple interest will accrue on an annualized basis on the Loan Amount at a rate of 2.5% (the "Interest Rate"); provided, however, that if the rate earned by the Special Purpose Investment Account within the Florida Treasury Investment Pool exceeds the Interest Rate by more than one percentage point, then the Interest Rate will increase to 3.5%. The Loan Amount and interest shall be payable, mature, and be subject to redemption and such other characteristics as provided in the Loan Documents.

- B. Amounts due under the Loan Documents shall be payable from Pledged Revenues of the City derived from the City's covenant to budget and appropriate from Pledged Revenues each year such monies sufficient to pay principal and interest on the Promissory Note.
- C. The City shall ensure that sufficient Pledged Revenues will be available to pay the principal and interest due and payable on the Promissory Note as of the date such payment is due.
- D. The Mayor, Vice-Mayor, City Clerk, City Manager, and Chief Financial Officer are hereby authorized and directed to take such further actions and execute and deliver such further documents, certificates and agreements as are necessary to facilitate the purposes of this Resolution.

**Section 5: Establishment of Debt Service Fund.**

Pursuant to the Master Resolution, there exists the City of Lake City, Florida "Debt Service Fund", which fund is a trust fund held by the City of Lake City, Florida Finance Director, for the benefit of certain creditors, including the Department and is solely for the payment of certain debts, including the Debt. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein. The money in the Debt Service Fund shall be continuously secured in the same manner as payable as provided herein and is subject in all respects to the provisions of Part II and Part III, Chapter 166, Florida Statutes.

**Section 6: Additional Debt Test.**

During such time as the loan contemplated herein is outstanding hereunder, the City shall not incur any other new debt unless it complies with the provisions of the Master Resolution regarding the issuance of additional obligations.

**Section 7: Budget, Financial, and Other Information.**

- A. The City shall provide the Department with a copy of its annual budget, prepared in accordance with Florida law, within thirty (30) days following its adoption date by the City Council of the City of Lake City, and such other financial information regarding the City as the Department may reasonably request.
- B. Not later than thirty (30) days following the City auditor's presentation of the City's annual audited financial statements to the City Council of the City of Lake City, the City shall provide the Department with its audited annual financial report including annual financial statements

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for each fiscal year of the City, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant, including calculations detailing the financial covenant in Section 6.

**Section 8: Impairment of Contract.**

The City will not, without the written consent of the Department, amend this Resolution, or enact any ordinance or adopt any resolution which could reasonably be considered to repeal, impair, or amend in any manner the rights granted to the Department hereunder and under the Loan Documents.

**Section 9: Limitation of Rights.**

With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Loan Documents is intended or shall be construed to give to any person other than the City and the Department any legal or equitable right, remedy, or claim under or with respect to this Resolution, the loan funds, the Loan Documents, or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the City and the Department.

**Section 10: Severability; Conflicts.**

If any portion of this Resolution is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decision shall not affect the remaining portion of this Resolution, which shall otherwise remain in full force and effect. All resolutions or parts thereof in conflict herewith are hereby repealed.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

## **NOVATION AND FIRST AMENDMENT TO LOAN AGREEMENT NO. S0244**

This Novation and First Amendment to Loan Agreement No. S0244 (the “Novation and Amendment”) is entered into this \_\_\_\_ day of May, 2026, by and among the State of Florida, Department of Commerce (“Lender”), Columbia County, Florida, a political subdivision of the State of Florida (“Original Borrower”), and the City of Lake City, Florida, a municipal corporation of the State of Florida (“New Borrower”). Lender, Original Borrower, and New Borrower may be referred to collectively as the "Parties."

### **RECITALS**

**WHEREAS**, Lender and Original Borrower previously entered into that certain Rural Community Development Revolving Loan Agreement No. S0244, effective July 18, 2024 (the “Loan Agreement”), and a corresponding Promissory Note, under which Lender extended a loan facility in the principal amount of \$5,500,000.00 for the construction of the North Florida Mega Industrial Park Wastewater Treatment Plant (the “Project”);

**WHEREAS**, Original Borrower and New Borrower have entered into an Agreement for Sale and Purchase, wherein Original Borrower is conveying the Project and its associated assets to New Borrower, and New Borrower has agreed to assume the debt associated with the Project;

**WHEREAS**, New Borrower, pursuant to City Resolution No. 2026-057, has authorized the assumption of the Loan Agreement and has authorized the pledge of its Net Utilities Revenues to secure repayment;

**WHEREAS**, the Parties desire to effectuate a true novation to substitute New Borrower for Original Borrower under the Loan Agreement, to completely release Original Borrower from all liability thereunder, and to amend the Loan Agreement to reflect New Borrower’s specific collateral pledge.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### **1. NOVATION AND ASSUMPTION OF OBLIGATIONS**

Effective as of the date of full execution of this Novation and Amendment and the delivery of the Substitute Promissory Note (the “Effective Date”), New Borrower hereby accepts the substitution of itself in place of Original Borrower under the Loan Agreement. New Borrower unconditionally assumes and agrees to be bound by and perform all liabilities, duties, and obligations of the "Borrower" under the Loan Agreement and the Substitute Promissory Note, exactly as if New Borrower had been the original signatory thereto.

**2. COMPLETE RELEASE OF ORIGINAL BORROWER**

Lender hereby expressly consents to the novation and assumption set forth in Section 1. Effective immediately upon the Effective Date, Lender irrevocably and unconditionally releases, acquits, and forever discharges Original Borrower from any and all claims, demands, liabilities, and obligations of any kind arising out of, or in connection with, the Loan Agreement and the original Promissory Note. Original Borrower shall have no continuing guaranty or secondary liability regarding the Loan Agreement.

**3. AMENDMENTS TO THE LOAN AGREEMENT**

As of the Effective Date, the Loan Agreement is hereby amended as follows:

- **3.1 Definition of Borrower:** All references in the Loan Agreement to "Columbia County, Florida" or "Borrower" shall hereafter mean the "City of Lake City, Florida."
- **3.2 Security and Collateral Pledge:** Any provisions in the Loan Agreement pledging "Pledgeable Non-Ad Valorem Revenues" are hereby stricken in their entirety. In substitution thereof, New Borrower pledges its "Net Utilities Revenues" to secure the repayment of the loan, subject to the parity, anti-dilution, and additional debt tests outlined in the City of Lake City’s Master Utility System Bond Resolution No. 2010-062.
- **3.3 Notices (Section 8.1):** The notice address for the Borrower is hereby amended to:  
 City of Lake City  
 Attn: City Manager / City Attorney  
 205 North Marion Avenue  
 Lake City, Florida 32055

**4. SUBSTITUTE PROMISSORY NOTE**

Concurrently with the execution of this Novation and Amendment, New Borrower shall execute and deliver to Lender a Substitute Promissory Note in the principal amount of \$5,500,000.00, which shall completely replace and supersede the original Promissory Note executed by Original Borrower attached as Exhibit B to the Loan Agreement.

**5. CONDITIONS PRECEDENT**

This Novation and First Amendment shall not be effective until Lender has received: (a) this document executed by all Parties; (b) the executed Substitute Promissory Note; (c) a certified copy of City Resolution No. 2026-057; and (d) the final Opinion of Borrower’s Legal Counsel.

**6. FULL FORCE AND EFFECT**

Except as expressly modified by this Novation and Amendment, all other terms, conditions, and negative covenants of the Loan Agreement shall remain in full force and effect and are hereby ratified and confirmed by New Borrower.

**IN WITNESS WHEREOF**, the Parties have caused this Novation and First Amendment to Loan Agreement No. S0244 to be executed by their duly authorized representatives.

**COLUMBIA COUNTY, FLORIDA  
(Original Borrower)**

**LAKE CITY, FLORIDA  
(New Borrower)**

**SIGNED: \_\_\_\_\_  
Tim Murphy – Chairman  
DATE:**

**SIGNED: \_\_\_\_\_  
Noah E. Walker – Mayor  
Or  
Chevella Young – Vice-Mayor  
DATE:**

**FLORIDA DEPARTMENT OF COMMERCE**

**Approved as to form and legal sufficiency,  
subject only to full and proper execution  
by the Parties.**

**SIGNED: \_\_\_\_\_  
Secretary J. Alex Kelly  
DATE:**

**OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE**

**SIGNED: \_\_\_\_\_  
DATE:**

**SUBSTITUTE  
PROMISSORY NOTE**

**U.S. \$5,500,000.00**

**Tallahassee, Florida**

**Maturity Date: July 18, 2032**

**FOR VALUE RECEIVED**, City of Lake City, Florida, a municipal corporation of the State of Florida, Florida ("Borrower"), does hereby promise to pay to the order of the State of Florida, Department of Commerce ("Lender"), the principal sum of Five Million Five Hundred Thousand Dollars (\$5,500,000.00) together with interest, under this promissory note ("Note").

**PURPOSE; USE OF PROCEEDS.** All principal amounts due pursuant to this Note have been used in furtherance of the construction of the project set forth in that certain Florida Job Growth Infrastructure Grant Agreement (Agreement Number G0045) effective as of February 18, 2019, and as amended from time to time (the "Project"), as further provided in the Loan Agreement.

**INTEREST RATE.** This Note shall bear simple interest at the rate of two and one-half of one percent (2.50%) per annum (the "Interest Rate"); provided, however, that if the interest rate earned by the Special Purpose Investment Account within the Florida Treasury Investment Pool exceeds the Interest Rate by more than one percentage point, then the Interest Rate will increase to three and one-half of one percent (3.5%). For avoidance of doubt, the Borrower will not be obligated to pay interest on any amounts that are not Outstanding Principal. This Note does not contemplate the accrual or payment of any compound interest.

**MATURITY DATE.** The entire Outstanding Principal amount of this Note and all accrued interest shall be due and payable on or before July 18, 2032 (the "Maturity Date").

**REPAYMENT TERM.** Amounts outstanding under the Facility may be repaid at any time on or before the Maturity Date without any penalty. Repaid amounts may not be used for additional credit/ drawdowns. Pursuant to section 288.065(2)(c), Florida Statutes, all repayments of principal and interest shall be returned to the Rural Community Development Revolving Loan Fund and made available for loans to other applicants under the Rural Community Development Revolving Loan Fund Program.

**PROMISSORY  
NOTE**

**PAYMENTS.** Payments shall be made as provided in the Loan Agreement.

**ENABLING RESOLUTION:** The Borrower has adopted **Resolution No .2026-057:** a copy of which is attached hereto as "Exhibit A" and incorporated by reference herein (the "Resolution"). The Resolution authorizes Borrower to perform its obligations under this Note and the Loan Agreement dated July 18, 2024, as amended by that certain Novation and First Amendment to Loan Agreement of even date herewith (the "Loan Agreement") including, without limitation, the obligation to pay the amounts due under the Note and all other liabilities of the undersigned to Lender. Further, a default under the terms and conditions of the Loan Agreement shall also be deemed a default under the terms and conditions of this Note.

**LOAN AGREEMENT; CONFLICT.** This Note is subject to the terms and conditions of the Loan Agreement between the Borrower and Lender (the "Loan Agreement"), the terms and conditions of such Loan Agreement are incorporated by reference herein to the same extent, force, and effect as if they were fully set forth herein. The terms of the Loan Agreement and Note should be construed in such a manner as not to render any term meaningless or void. However, in the event of a conflict between the terms of this Note and the Loan Agreement, the Loan Agreement shall govern.

**PAYMENT ON MATURITY DATE:** The entire unpaid loan amount with accrued interest under this Note shall be due and payable in full on or before the Maturity Date. At any time, and from time to time before the Maturity Date, Borrower shall have the right to prepay all or any part of the loan amount, in whole or in part, without premium or penalty.

**CHOICE OF LAW: VENUE AND JURISDICTION.** This Note shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, including, but not limited to, the legality of the interest charged hereunder, by the statutes, laws and decisions of the State of Florida. The exclusive venue and/or jurisdiction for any proceeding that may be brought in connection with this Note shall be any state court located in Leon County, Florida and each of the parties hereto irrevocably consents to such venue and/or jurisdiction.

**MISCELLANEOUS PROVISIONS.**

- (a) This Note may not be amended or modified, and revision hereto shall not be effective, except by an instrument in writing executed by Borrower and Lender.
- (b) Borrower hereby waives presentment, protest and demand, notice of protest, dishonor and nonpayment of this Note.
- (c) Headings at the beginning of each paragraph of this Note are intended solely for

convenience of reference and are not to be deemed or construed to be a part of this Note.

(d) Effective as of the date executed by FloridaCommerce ("Effective Date").

**~ Remainder of page intentionally left blank ~**

IN WITNESS WHEREOF, Borrower has executed this Note as of the date first set forth above.

**City of Lake City, Florida**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Florida Department of Commerce**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## LOAN AGREEMENT

**THIS LOAN AGREEMENT** ("Agreement") is made, as of the Effective Date, by and between Columbia County, Florida ("Borrower"), a political subdivision of the State of Florida, and the State of Florida, Department of Commerce ("Lender"), an agency of the State of Florida. The Borrower and the Lender may be referred to individually each as a "Party" and collectively as the "Parties."

**WHEREAS**, Borrower has applied to Lender for an extension of credit pursuant to section 288.065 of the Florida Statutes;

**WHEREAS**, Lender has agreed to provide an extension of credit pursuant to section 288.65 of the Florida Statutes and in accordance with the terms hereof;

**WHEREAS**, this Agreement sets out the terms and conditions pursuant to which the Lender has agreed to provide Borrower an interest-bearing loan facility ("Facility") in the amount of up to Five Million, Five Hundred Thousand Dollars and Zero Cents (\$5,500,000.00) for ordinary business expenses associated solely with the Wastewater Treatment Facility project set forth in that certain Florida Job Growth Infrastructure Grant Agreement (Agreement Number G0045) effective as of February 18, 2019, and as amended from time to time (the "Project");

**WHEREAS**, Borrower has the authority to enter into this Agreement, as set forth in Columbia County Resolution, dated March 2, 2023, attached as Exhibit E and incorporated herein by reference; and

**WHEREAS**, this Agreement is not a general obligation of the State of Florida, nor is it backed by the full faith and credit of the State of Florida, and extension of credit hereunder is conditioned on and subject to appropriations by the Florida Legislature.

**NOW THEREFORE**, the Parties hereby agree as follows:

### I. THE FACILITY

1.1 **AMOUNT OF FACILITY.** Five Million, Five Hundred Thousand Dollars and Zero Cents(\$5,500,000.00).

1.2 **OUTSTANDING PRINCIPAL.** Outstanding Principal is the sum of all amounts drawn down from the Facility until repaid. Upon Lender's approval and funding of a request by Borrower to draw down available funds from the Facility, the amount drawn down becomes Outstanding Principal and remains so until repaid.

1.3 **INTEREST RATE.** Simple interest will accrue on an annualized basis on the Outstanding Principal at a rate of two and one-half percent (2.5%) (the "Interest Rate"); however, that if the rate earned by the Special Purpose Investment Account within the Florida Treasury Investment Pool exceeds the Interest Rate by more than one percentage point, then the Interest Rate will increase to three and one-half percent (3.5%). Interest will be calculated as simple interest on the Outstanding Principal only. Interest earned on amounts in the Facility that are not Outstanding Principal will be paid into the Rural Community Development Revolving Loan Fund.

## LOAN AGREEMENT

1.4 **PROMISSORY NOTE.** The obligation to repay this loan shall be evidenced by a promissory note ("Promissory Note") from Borrower to Lender, a true copy of which is attached hereto as Exhibit B.

1.5 **MATURITY DATE.** All unpaid Outstanding Principal and accrued interest is due and payable to Lender on or before the last business day of the 96th Month following the Effective Date of the Loan Documents.

1.6 **AVAILABILITY OF FACILITY FOR DRAWDOWN.** The Facility is available for drawdown beginning immediately after execution of the Loan Documents and for 36 months thereafter.

1.7 **NO PENALTY FOR PREPAYMENT.** The Borrower shall have the right to prepay this loan in whole or in part without penalty at any time on or before the Maturity Date.

1.8 **ANNUAL FEE.** To maintain availability of the Facility, the Borrower must pay to Lender an annual fee of Five Hundred Dollars (\$500). The annual fee is due and payable upon execution of the Loan Documents, then annually at the anniversary of the Effective Date of the Loan Documents.

1.9 **LOAN DOCUMENTS.** This Agreement, the Promissory Note, the Term Sheet, the Resolution, and the Opinion of Borrower's Legal Counsel together constitute the "Loan Documents."

1.10 **USE OF FUNDS.** The use of funds drawn down from the Facility will be limited to the Borrower's ordinary course of business expenditures associated with the Project and approved in writing by Lender in Lender's reasonable discretion.

## II. PRECONDITIONS TO AVAILABILITY OF FACILITY.

2.1 A duly executed Promissory Note from Borrower to Lender which evidences this Agreement.

2.2 Lender is not obliged to provide the Facility to the Borrower until the Lender:

a. Has received a certified copy of a Resolution approved by the Borrower's Board of County Commissioners ("Resolution"):

1. Confirming the Borrower's solvency;
2. Certifying that as at the date of the Resolution, no fact or circumstance has occurred, or in the reasonable opinion of the Borrower's Board, is likely to occur on or before the date of the first drawdown which has or would have a material adverse effect on the ability of the Borrower to comply with its payment obligations in terms of the Facility;
3. Approving the terms and conditions of this Agreement and the Promissory Note; and

## LOAN AGREEMENT

4. Designating an authorized representative to execute the Agreement and the Promissory Note on behalf of the Borrower.

b. Has countersigned and returned to the Borrower the Agreement and Promissory Note.

### III. DRAWDOWN AND REPAYMENT

3.1 DRAWDOWN AND REPAYMENT PERIODS. The Borrower may make drawdown requests and receive funds from the Facility for a period of 36 months from the Effective Date of the Loan Documents (Months 1 through 36) (the "Drawdown Period"). Thereafter, no further draws may be made, even if the entire Facility Amount has not been drawn down, and the Borrower has 60 months (Months 37 through 96) to repay all Outstanding Principal and accrued interest ("Repayment Period"). An amortization schedule will be provided by or at the conclusion of the Drawdown Period if Outstanding Principal is carried forward into the Repayment Period. A sample amortization schedule for the Repayment Period is attached as Exhibit H.

3.2 DRAWDOWN PROCEDURE. Drawdowns are conditioned on Lender's approval which can be withheld in the Lender's sole discretion, which discretion shall be confined to assessing whether the amount requested under the Facility will be used in accordance with the authorized use of the funds set out herein and assessing and confirming that the Borrower is not in breach of any of the terms of the Loan Documents. All amounts under the Facility will be provided in tranches of One Million Dollars (\$1,000,000), except the last tranche which must represent the balance of the Facility. Prior to drawing on the Facility, the Borrower must provide Lender with a written drawdown request:

- a) Specifying the amount of funds requested and the proposed use of those funds;
- b) Confirming that the Borrower is not in breach of any of the terms of the Loan Documents; and
- c) Signed by a duly authorized signatory of the Borrower.

Further, the Borrower must provide any other information which the Lender requires with respect to the proposed drawdown (including, without limitation, budgets, quotes, estimates, invoices, etc., relating to the amount and intended use of those funds) so that the Lender can verify that the purpose of the proposed drawdown is within the approved use of funds for moneys drawn down under the Facility.

3.3 PRINCIPAL AND INTEREST REPAYMENTS DURING THE DRAWDOWN PERIOD. Within 60 days after the Drawdown period indicated in 1.6, the Borrower shall

## LOAN AGREEMENT

begin monthly payments of interest only on the drawdown amount. Each drawdown shall become part of the Outstanding Principal. Within 12 months after a Drawdown period indicated in 1.6, the Borrower shall begin repayments of Outstanding Principal and accrued interest which shall be due on or before the last business day of each month. The minimum payment for each month will be calculated at the beginning of the Drawdown Repayment Period as  $(\text{Outstanding Principal} + \text{Interest}) / 48$ , and this amount shall remain fixed for the duration of the repayment period. Unpaid amounts of Outstanding Principal shall rollover each month and interest shall be accrued on the unpaid Outstanding Principal. If the actual accrued interest differs from the projected interest used in the initial calculation, any excess or shortfall will be addressed in the final payment.

3.4 Thereafter during the Drawdown Repayment Period, monthly payments of principal and interest are due and will be set to repay the Outstanding Principal with interest within 96 months.

3.5 The Outstanding Principal is the sum of all drawdowns, less amounts repaid. Your monthly principal and interest payment will be based on the amount of the initial drawdown, which will become the Outstanding Principal balance. When additional amounts are drawn down, they will be added to the Outstanding Principal balance. Lender will maintain a record of drawdowns and interest as well as repayments, which records will be the account statements. Payments are due on the last business day of each month.

3.6 PAYMENT ADDRESS. All payments shall be made to the Florida Rural Community Development Revolving Loan Fund and mailed to ATTN: Mason Alford, Florida Department of Commerce, 107 East Madison Street, MSC 80, The Caldwell Building, Tallahassee, Florida 32399.

3.7 NO ADDITIONAL CREDIT. Repaid amounts may not be used for additional credit. Pursuant to section 288.065(2)(c), Florida Statutes, all repayments of principal and interest shall be returned to the Rural Community Development Revolving Loan Fund and made available for loans to other applicants under the Rural Community Development Revolving Loan Fund Program.

3.8 IMMEDIATELY DUE AND PAYABLE UPON CERTAIN EVENTS. The Outstanding Principal, accrued interest, and any fees or other unpaid amounts that are due under the Loan Documents become immediately repayable in full on the earlier of:

## LOAN AGREEMENT

- a) Termination of the Loan Documents;
- b) Lender's receipt of notice from Borrower that it will not proceed with the Project;
- c) The Maturity Date; and/or
- d) Occurrence of an Event of Default not remedied as provided herein within the time period required to remedy such a default.

### IV. REPRESENTATIONS AND WARRANTIES.

4.1 The Borrower represents and warrants, on signing this Agreement, upon execution of the Loan Documents, and again on each drawdown request and on each day that there remains unpaid Outstanding Principal and interest, that:

- a) It has consulted, and as appropriate obtained the review and opinions of its legal counsel and accountants;
- b) It has full power and authority to enter into and perform its obligations under this Agreement and has taken all necessary action to authorize the execution, delivery, and performance thereof;
- c) The terms of this Agreement constitute legal, valid, and binding obligations of the Borrower;
- d) Entry into the Agreement does not result in the Borrower contravening any law or the Florida Constitution;
- e) Entry into the Agreement does not place the Borrower in breach of a term of any other agreement;
- f) No event has occurred which constitutes an Event of Default;
- g) It is solvent and able to pay its debts as and when they become due and payable;
- h) All information furnished by the Borrower to the Lender in connection with this Agreement is true and correct in all respects and there are no other facts or circumstances of which it is aware that would render any such information misleading;
- i. Borrower has not violated any law or agreements which may have a material adverse effect on the business or financial condition of the Borrower or any member of the Borrower's Group;
- j. Borrower has disclosed to the Lender any information which might reasonably be expected to adversely influence the decision of a lender to make a general

## LOAN AGREEMENT

corporate borrowings facility available to the Borrower on terms and conditions similar to those contained in this Agreement; and

k. Borrower will, in good faith, take all steps necessary to facilitate the execution of this Agreement, the subsequent Loan Documents, and the transactions contemplated hereby and thereby.

4.2 The Borrower acknowledges that the Lender may, in its reasonable discretion, require Borrower to provide additional warranties.

## V. COVENANTS

5.1 The Borrower shall ensure that sufficient revenues will be available to pay the principal and interest due and payable on the Promissory Note as of the date such payments are due.

5.2 SEPARATE ACCOUNTS. The Borrower will maintain all funds drawdown but not expended in bank accounts separate from its other operating or other special purposes accounts or will maintain sufficient practices to separately account for funds drawn from the Facility. Any interest earned on Loan funds remain State funds, pursuant to section 288.006, Florida Statutes.

5.3 RIGHT OF INSPECTION. Whenever Lender, in its sole discretion, deems it necessary, the Borrower will permit Lender or any agent designated by Lender to visit and inspect any of Borrower's properties and its organizational documents, bylaws, minute books and records, all at such reasonable times and as often as Lender may reasonably request.

5.4 INSURANCE. The Borrower will maintain adequate insurance (both casualty {if improved} and liability) with responsible insurers with coverage normally obtained by organizations similar to the Borrower and shall annually provide documentation of the insurance coverage and its payment to Lender so long as this Agreement is in force.

5.5 TAXES AND OTHER CHARGES. The Borrower will pay and discharge or cause to be paid and discharged all taxes, charges, or claims of any type at any time assessed against the Borrower which could become a lien against the Borrower or any of its properties. The Borrower shall also pay all inspection costs. Nothing in this subsection shall require the payment of any sum so long as the Borrower shall, by appropriate proceedings, contest the same in good faith and so long as Borrower, if so, requested by Lender, creates a funded reserve equal to the amount so claimed or assessed.

5.6 FURTHER ASSURANCES. If at any time Lender or its counsel is of the reasonable opinion that any additional documents or materials are required or appropriate to carry out the intentions of the parties hereto to perfect the liens, debts, or obligations, or complete the construction and improvements contemplated by this Agreement, then Borrower shall, within 10 days after written notice of such opinion from Lender, do or cause to be done all things and matters necessary (including, without limitation, obtaining

## LOAN AGREEMENT

any consents) to assure to the reasonable satisfaction of counsel for Lender that such intentions are properly carried out.

5.7 COMPLIANCE WITH CERTAIN REQUIREMENTS. The Borrower agrees that in its operations the Borrower will comply with all applicable rules and regulations of any federal, state, or local governmental authorities which may be applicable to Borrower and/or any of its activities or businesses.

5.8 EXECUTIVE OFFICERS. The Borrower agrees that at all times that it shall follow its rules, bylaws, and requirements concerning the service of its officers and Commission members and that it shall notify the Lender (and provide a certified copy of the appropriate resolution) within five days of any change in its officers and within five days of notification of election or appointment of Commission members. The Honorable Rocky Ford is Chairman of the Board of Commissioners of Borrower and has the right, power, and authority to execute and deliver documents, including but not limited to the Loan Documents, on behalf of the Borrower and thereby bind the Borrower to the terms thereof. This Agreement shall be executed by the Borrower's Board members and shall have the effect of a resolution as to all material stated herein. The above notwithstanding, no member of the Borrower's Board of Commissioners is individually liable as to the Loan Documents.

5.9 MAINTENANCE OF EXISTENCE, RIGHTS. The Borrower will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the State of Florida or any other jurisdiction where, in the opinion of counsel of Borrower, Borrower shall be qualified to operate and will do or cause to be done all things necessary to preserve and keep in full force and effect its rights to operate in a manner not less favorable to Borrower than those now in existence.

5.10 USE OF PROCEEDS. The use of funds drawn down from the Facility will be limited to the Borrower's ordinary course of business expenditures associated with the Project that are not covered by the total of state and federal grants obtained and local funds previously committed to the Project, including those from the Florida Job Growth Infrastructure Grant Agreement (Agreement Number G0045) effective as of February 18, 2019.

5.11 SUBORDINATION OF DEBT. Any and all indebtedness of Borrower of more than 12 months duration, incurred while this Agreement is in effect, shall be subordinate and inferior to the indebtedness of Borrower to Lender hereunder unless specifically approved by Lender and said subordinated debt shall not be repaid without the written consent of Lender.

5.12 FINANCIAL STATEMENTS. Borrower shall submit its annual audit or reviewed financial statements for each fiscal year in which this Agreement and any extensions are in effect. If neither audits nor reviewed financial statements are available, Borrower shall submit annual financial statements which have been prepared according to generally

## LOAN AGREEMENT

accepted accounting principles. Such statements shall be accompanied by a certification from the preparer that they have been prepared according to generally accepted accounting principles and by a certification by the Chairman of Borrower's Board of Commissioners that neither audited nor reviewed financial statements are available.

5.13 SINGLE AUDIT ACT REPORTS. In addition to the requirements set out in Sections 5.12 and 8.18 of this Agreement, Borrower shall also comply with the audit provisions contained in "Exhibit F," attached hereto and incorporated within.

### VI. NEGATIVE COVENANTS

6.1 MERGER, CONSOLIDATION, SALE OF SUBSTANTIAL ASSETS. The Borrower will not merge into, consolidate with, or sell all or a substantial part of its assets to any other person. Provided, however, that this negative covenant shall not prohibit a merger of Borrower with another entity so long as Borrower is a surviving entity.

6.2 USE OF PROCEEDS. Borrower shall not use funds drawn down from the Facility for any purpose other than as authorized by this Agreement for Borrower's ordinary course of business expenditures:

- a. associated solely with the Project; and
- b. that are not covered by the total of state and federal grants obtained and local funds previously committed to the Project, including those from the Florida Job Growth Infrastructure Grant Agreement (Agreement Number G0045) effective as of February 18, 2019.

### VII. EVENT OF DEFAULT

7.1 The occurrence of any one or more of the following constitutes an event of default ("Event of Default") that, if not remedied as provided herein shall, at the Lender's option, terminate Lender's agreement to lend, and shall make all then remaining unpaid Outstanding Principal, accrued interest, and fees due to Lender under the Loan Documents immediately due and payable all without demand, presentment, or notice all of which are hereby expressly waived:

- a. Borrower fails to pay any amount as and when due under the Loan Documents;
- b. Borrower fails to perform or observe any obligation of the Borrower under the Loan Documents and does not remedy the failure within five business days after receipt of a notice from Lender;
- c. Any warranty, representation, or statement by the Borrower is or becomes false, misleading, or incorrect when made or regarded as made under the Loan Documents; and/or
- d. There is a material adverse change in the Borrower's assets, liabilities, financial position, or prospects.

## LOAN AGREEMENT

72 The Borrower will be given five business days from receipt of a notice from Lender to remedy an Event of Default for failure to make a payment due to Lender pursuant to this Agreement and the Note. The Borrower shall have ten business days from receipt of a notice from Lender to remedy any other Event of Default (other than insolvency-type Events of Default).

73 No waiver by Lender of any Event of Default shall operate as a waiver of any other Event of Default or of the same Event of Default on a future occasion.

### VIII. MISCELLANEOUS

81 NOTICES. All notices, demands, or requests to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via email to the address set out below with confirmed receipt or if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (iii) the business day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. All notices, demands, or requests that are required or may be given pursuant to the terms of this Agreement, including each drawdown request and approval or denial of such request, shall be in writing and shall be deemed to have been duly given if delivered to the Parties in accordance with this Section at the following respective addresses:

82 AMENDMENTS. No amendment or modification of any provision of this Agreement shall be valid unless in writing and signed by Borrower and Lender.

83 CAPTIONS. The captions contained herein are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof. The use of the plural shall also mean the singular, and vice versa.

84 PUBLIC RECORDS. This Agreement is a public record, subject to the public record disclosure requirements of Article I, Section 24 of the Florida Constitution and Chapter 119 of the Florida Statutes. If the Borrower receives a request for a "public record" (as such term is defined in Section 119.011 of the Florida Statutes) in connection with this Agreement, the Borrower shall provide notice to Commerce of such request and shall forward the request to [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov) as soon as practicable after the Borrower's receipt of such request.

85 CONSTRUCTION; CONFLICT BETWEEN LOAN DOCUMENTS. The terms of the Loan Documents should be construed in such a manner as not to render any term meaningless or void. However, in the event of a conflict between the terms of this

## LOAN AGREEMENT

Agreement and the terms of any other of the Loan Documents, the terms of this Agreement shall control. This Agreement has been negotiated and prepared by both parties, and no provision of this Agreement shall be interpreted against any party because that party or its legal representative drafted the provision.

86 COSTS, EXPENSES, AND TAXES. Borrower shall be responsible for all costs, expenses, and taxes associated with the execution of and its performance under the Loan Documents.

87 COUNTERPARTS. This Agreement may be signed in counterparts which together will constitute one instrument. A Party may execute this Agreement by signing any counterpart. A Party may execute this Agreement or any counterpart by facsimile.

88 COURT COSTS AND ATTORNEY'S FEES. Except as otherwise set forth herein, each Party bears its own court costs and fees, including attorney's fees including enforcement of this Agreement.

89 DISCRIMINATION.

a. Borrower will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, race, creed, color, handicap, national origin, or sex.

b. Borrower affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has Borrower been placed on the Discriminatory Vendor List or conducted business with an entity listed. Borrower further agrees that it shall not violate such law and doing so during the term of the Agreement may result in the termination of this Agreement.

c. Borrower shall include similar provisions in any executed agreements resulting from this Indebtedness.

8.10 ENTIRE AGREEMENT. This Agreement and the other Loan Documents represent the entire, final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent agreements of the parties. There are no unwritten agreements between the parties.

8.11 GOVERNING LAW; VENUE; JURISDICTION. This Agreement and the transaction contemplated hereby is governed by and construed in accordance with the laws of the State of Florida, and the Parties expressly consent to the exclusive personal jurisdiction and venue in the state courts of the State of Florida in the County of Leon, and the Parties waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BYLAW.

## LOAN AGREEMENT

8.12 **BORROWER'S RESPONSIBILITY FOR LOSS AND DAMAGES.** The Borrower will be responsible to the Lender for all losses that the Lender suffers occurring as a result of an Event of Default or the Lender exercising its powers as a result of an Event of Default.

8.13 **LOBBYING.** Funds from this loan may not be used for the purpose of lobbying the Florida Legislature, the Florida judicial branch, or a State of Florida agency pursuant to section 216.347, Florida Statutes.

8.14 **PLEDGING CREDIT.** Borrower shall not pledge the State of Florida's or Lender's credit or make the State of Florida or Lender a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

8.15 **PUBLIC ENTITY CRIME.** Borrower affirms that at no time has Borrower been convicted of a public entity crime pursuant to Section 287.133(2)(a), Florida Statutes, and agrees that it shall not violate any such law and further acknowledges and agrees that any such conviction during the term of this Agreement may result in the termination of this Agreement. Borrower shall place this provision in any executed agreements resulting from this Agreement.

8.16 **RECITALS.** The recitals in this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement.

8.17 **RECORDS; MAINTENANCE.** Borrower shall retain and maintain all records related to the funds loaned under this Agreement for the Project and make such records available for financial audit as may be requested. Records shall include books, documents, and other evidence, including, but not limited to, vouchers, bills, and invoices, requests for payment and other supporting documentation, and independent auditors' working papers which, according to generally accepted accounting principles, procedures, and practices, sufficiently and properly reflect all transactions related to the funds loaned under this Agreement. Such records shall be retained by Borrower for a minimum period of five years after the repayment in full of all Outstanding Principal and interest. The records shall be subject at all times to inspection, review, or audit by personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, or other personnel authorized by Lender and copies of the records shall be delivered to Lender upon request.

8.18 **REMEDIES CUMULATIVE.** No failure on the part of Lender to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Lender or any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any right, power, or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law, in equity, or in other Loan Documents.

## LOAN AGREEMENT

8.19 SEVERABILITY. If any provision of this Agreement shall be prohibited by or invalid under any applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.20 SMALL AND MINORITY BUSINESSES. Borrower is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity.

8.21 SUBCONTRACTS. Any and all contracts that Borrower executes with a person or organization under which such person or organization agrees to perform services on behalf of Borrower or Lender shall include provisions requiring that such person or organizations report on performance; account for proper use of funds provided under the contract including the provision of audit rights pursuant this Agreement, avoid duplication of existing state and local services and activities, and agree to abide by all local, state, and federal laws.

8.22 SUCCESSORS AND ASSIGNS. All covenants and agreements in this Agreement contained by or on behalf of either of the parties hereto shall bind and insure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

8.23 SURVIVAL OF PROVISIONS. All representations and warranties made by Borrower in the Loan Documents delivered in support of the Loan shall be deemed to have been material and relied on by Lender and shall survive the execution and delivery to Lender of the Loan Documents.

8.24 TERMINATION. Either Party may, prior to Lender's approval of the Borrower's first draw from the Facility, terminate this Agreement, effective three business days after written notice has been delivered via certified mail, return receipt requested, to the address set forth for the non-terminating Party above.

8.25 TERM OF AGREEMENT. This Agreement shall continue in effect so long as any part of the Borrower's indebtedness remains unpaid.

8.26 STATUS OF THIS AGREEMENT. As of the Effective Date the Parties acknowledge that they have created legally binding obligations in accordance with the terms set forth herein; provided, however, that Lender's obligation to extend credit is subject to annual appropriation by the Florida Legislature and availability of funds.

## LOAN AGREEMENT

827 EXHIBITS AND ATTACHMENTS. The following exhibits are hereby incorporated as part of this Agreement:

- a. Exhibit A: Resolution
- b. Exhibit B: Promissory Note
- c. Exhibit C: Term Sheet
- d. Exhibit D: Opinion of Borrower's Legal Counsel
- e. Exhibit E: [Reserved]
- f. Exhibit F: Audit Compliance
- g. Exhibit G: Audit Compliance Certification Form.
- h. Exhibit H: Sample Amortization Schedule for Repayment Period

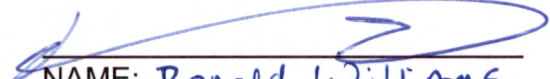
-Signatures Begin on Next Page-

**LOAN AGREEMENT**

In Witness Where of the Parties have caused this Agreement to become effective as of the date executed by the Lender ("Effective Date").

COLOMBIA COUNTY, FLORIDA  
Borrower

FLORIDA DEPARTMENT OF  
COMMERCE  
Lender

  
NAME: Ronald Williams

J. Alex Kelly

Name: J. Alex Kelly

Title: Chairman

Title: Secretary

Date: July 18, 2024

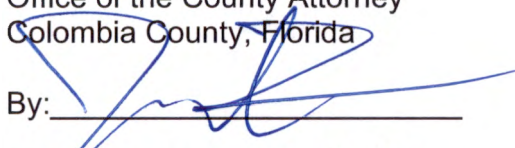
Date: 1/12/2025

Approved as to Form and Legal  
Sufficiency, Subject only to Full and  
Proper Execution of the Parties.

Approved as to form and legal sufficiency,  
subject only to full and proper execution  
by the Parties.

Office of the County Attorney  
Colombia County, Florida

OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF  
COMMERCE

By: 

By: Ryan Bourgoin

Approved Date: 7-18-24

Approved Date: 1/10/2025

**RESOLUTION NO. 2024R-55**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, COLUMBIA COUNTY, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF ATTACHED LOAN DOCUMENTS BETWEEN THE COUNTY AND THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY FOR A LOAN THROUGH THE RURAL COMMUNITY DEVELOPMENT REVOLVING LOAN FUND PROGRAM, SECTION 288.065, FLORIDA STATUTES, IN THE PRINCIPAL AMOUNT OF \$5,500,000.00 FOR COSTS FOR THE CONSTRUCTION AND DESIGN OF THE WASTEWATER TREATMENT PLANT AT THE NORTH FLORIDA MEGA INDUSTRIAL PARK IN COLUMBIA COUNTY, FLORIDA; MAKING CERTAIN FINDINGS OF PARAMOUNT PUBLIC PURPOSE; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE INDEBTEDNESS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE PROMISSORY NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA AS FOLLOWS:**

Section 1: Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, [Parts II and III of Chapter 159, Florida Statutes, as amended, Part I of Chapter 125, Florida Statutes, as amended, including without limitation, section 125.045(3), Florida Statutes] [customize the foregoing references to authority, as necessary or appropriate to the local government involved] and other applicable provisions of law.

Section 2: Definitions. The following words and phrases shall have the following meanings when used herein: "County" means Columbia County, Florida, a non-charter, general purpose local government established under the legal authority of the Constitution of the State of Florida, with its principal office at 135 NE Hernando Ave, Suite 203 Lake City, FL, 32024.

"Debt Service Fund" means the Columbia County, Florida Economic Development Debt Service Fund held by the Finance Director, Columbia County Clerk's office.

Section 3: Findings. It is hereby ascertained, determined, and declared that:

(A) It is necessary and desirable for the benefit of its inhabitants and the continued preservation of the economic welfare, and the health, welfare, and safety of the County and its inhabitants, to obtain a loan from the Department through the Rural Community Development Revolving Loan Fund Program, section 288.065, Florida Statutes, in the principal amount of five point five million dollars \$5,500,000.00, together with interest, to finance the cost of construction and design of the Project.

(B) It is necessary and desirable to provide for the execution and delivery of the Loan Documents to implement and deliver the Loan.

Section 4: Loan Documents and Payment.

(A) The County shall accept, subject to the terms and conditions of the Loan Documents, the Loan amount, for the purposes described above. Simple interest will accrue on an annualized basis on the Loan amount at a rate of 2.5% (the "Interest Rate"); provided, however, that if the rate earned by the Special Purpose Investment Account within the Florida Treasury Investment Pool exceeds the Interest Rate by more than one percentage point, then the Interest Rate will increase to 3.5%. The Loan amount and interest shall be payable, mature, and be subject to redemption and such other characteristics as provided in the Loan Documents.

(B) Amounts due under the Loan Documents shall be payable from Pledgeable Non- Ad Valorem Revenues of the County derived from the County's covenant to budget and appropriate from Pledgeable Non-Ad Valorem Revenues each year such monies sufficient to pay principal and interest on the Promissory Note.

(C) The County shall ensure that sufficient Pledgeable Non-Ad Valorem Revenues will be available to pay the principal and interest due and payable on the Promissory Note as of the date such payment is due.

(D) The Chairman, Vice Chairman, County Clerk, County Manager and Chief Financial Officer are hereby authorized to take such further actions and execute and deliver such further documents, certificates and agreements as are necessary to facilitate the purposes of this Resolution.

Section 5: Covenant to Budget and Appropriate; Establish Debt Service Fund.

(A) There is hereby created and established the "Columbia County, Florida Economic Development Debt Service Fund," which fund shall be a trust fund held by the Finance Director, Columbia County Clerk's office, for the benefit of the Department and solely for the payment of the Debt. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein. The money in the Debt Service Fund shall be continuously secured in the same manner as payable as provided herein and is subject in all respects to the provisions of Chapter 129, Florida Statutes.

Section 6: Anti-Dilution Test. During such time as the Loan is outstanding hereunder, the County shall not incur any other new debt unless it demonstrates that Non-Ad Valorem Revenues shall cover maximum annual debt service on the Loan, any other existing debt, and such proposed new debt by at least 1.50x. The calculation required in the preceding sentence shall be determined using (a) the average of actual Non-Ad Valorem Revenues for the prior two Fiscal Years based on the County's two most recent annual audited financial statements divided by (b) Maximum Annual Debt Service on Debt. For the purposes of the covenant contained in this Section 6, Maximum Annual Debt Service on Debt means, with respect to debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to debt which bears

interest at the interest rate found in the loan agreement, annual debt service on such debt shall be determined consistent with the loan agreement and promissory note.

Section 7: Budget, Financial, and Other Information.

(A) The County shall provide the Department with a copy of its annual budget, prepared in accordance with Florida law, within thirty (30) days of its adoption date by the Board of County Commissioners, and such other financial information regarding the County as the Department may reasonably request.


(B) Not later than thirty (30) days following the County Auditor's presentation of the County's annual audited financial statements to the Board of County Commissioners, the County shall provide the Department with its Audited Annual Financial Report including annual financial statements for each fiscal year of the County, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant, including calculations detailing the financial covenant in Section 6.

Section 8: Impairment of Contract. The County will not, without the written consent of the Department, amend this Resolution, or enact any ordinance or adopt any resolution which could reasonably be considered to repeal, impair, or amend in any manner the rights granted to the Department hereunder and under the Loan Documents.


Section 9: Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Loan Documents is intended or shall be construed to give to any person other than the County and the Department any legal or equitable right, remedy, or claim under or with respect to this Resolution, the Loan funds, the Loan Documents, or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the County and the Department.

Section 10: Severability; Repealer. If any portion of this Resolution is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decision shall not affect the remaining portion of this Resolution, which shall otherwise remain in full force and effect. All resolutions or parts thereof in conflict herewith are hereby repealed.

ATTEST:

  
James M. Swisher, Jr.

**BOARD OF COUNTY COMMISSIONERS  
COLUMBIA COUNTY**

BY:   
Ronald Williams, Chairman

**EXHIBIT B - PROMISSORY NOTE**

U.S. \$5,500,000.00

Tallahassee, Florida

Maturity Date:

[96 months from the Effective Date of the Loan Documents]

FOR VALUE RECEIVED, Columbia County, Florida, a political subdivision of the State of Florida ("Borrower"), having its main office at 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32056-1529, does hereby promise to pay to the order of the State of Florida, Department of Commerce ("Lender"), the principal sum of Five Million, Five Hundred Thousand Dollars (\$5,500,000.00) together with interest, under this promissory note ("Note"). The Borrower and the Lender may be referred to individually each as a "Party" and collectively as the "Parties." This Note is issued pursuant to the terms and conditions of the Loan Agreement of even date herewith between the Parties ("Loan Agreement").

**PURPOSE; USE OF PROCEEDS.** All proceeds received by the Borrower from each Advance made by the Lender under this Note shall be used by the Borrower solely for ordinary business expenses associated solely with the project set forth in that certain Florida Job Growth Infrastructure Grant Agreement (Agreement Number G0045) effective as of February 18, 2019, and as amended from time to time ("Project") as further provided in the Loan Agreement.

**INTEREST RATE.** This Note shall bear simple interest at the rate of two and one-half percent (2.50%) per annum ("Interest Rate"). If the interest rate earned by the Special Purpose Investment Account within the Florida Treasury Investment Pool exceeds the Interest Rate by more than one percentage point, then the Interest Rate will increase to three and one-half percent (3.5%). The Borrower will not be obligated to pay interest on any amounts that are not Outstanding Principal. Interest will be calculated as simple interest. Interest earned on amounts in the Facility that are not Outstanding Principal will be paid into the Rural Community Development Revolving Loan Fund. Upon completion of a drawdown, the amount drawn will become the Outstanding Principal.

**MATURITY DATE.** The entire Outstanding Principal amount of this Note and all accrued interest shall be due and payable on or before ninety-six (96) months following the Effective Date (the "Maturity Date").

**DRAWDOWNS AND DRAWDOWN PROCEDURE.** Borrower may request to drawdown funds from the credit facility in the amounts and as otherwise provided in the Loan Agreement. The Lender shall not be under any obligation to approve Borrower's request to drawdown funds.

**REPAYMENT TERM.** Amounts outstanding under the Facility may be repaid at any time on or before the Maturity Date without any penalty. Repaid amounts may not be used for additional credit/drawdowns. Pursuant to section 288.065(2)(c), Florida Statutes (F.S.), all repayments of principal and interest shall be returned to the Rural Community

## EXHIBIT B - PROMISSORY NOTE

Development Revolving Loan Fund and made available for loans to other applicants under the Rural Community Development Revolving Loan Fund Program.

**PAYMENTS.** Payments shall be made as provided in the Loan Agreement.

**ENABLING RESOLUTION:** The Borrower has adopted Resolution No. <sup>2021</sup>~~2020~~ a copy of which is attached hereto as "Exhibit A" and incorporated by reference herein ("Resolution"). The Resolution authorizes Borrower to perform its obligations under this Note and the Loan Agreement of even date herewith ("Loan Agreement") including, without limitation, the obligation to pay the amounts due under the Note and all other liabilities of the undersigned to Lender. Further, a default under the terms and conditions of the Loan Agreement shall also be deemed a default under the terms and conditions of this Note.

**LOAN AGREEMENT; CONFLICT.** This Note is subject to the terms and conditions of the Loan Agreement between the Borrower and Lender ("Loan Agreement"), the terms and conditions of such Loan Agreement are incorporated by reference herein to the same extent, force, and effect as if they were fully set forth herein. The terms of the Loan Agreement and Note should be construed in such a manner as not to render any term meaningless or void. However, in the event of a conflict between the terms of this Note and the Loan Agreement, the Loan Agreement shall govern.

**PAYMENT ON MATURITY DATE:** The entire unpaid loan amount with accrued interest under this Note shall be due and payable in full on or before the Maturity Date. Borrower has the right to prepay all or any part of the loan amount, in whole or in part, without premium or penalty.

**CHOICE OF LAW: VENUE AND JURISDICTION.** This Note shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, including, but not limited to, the legality of the interest charged hereunder, by the statutes, laws, and decisions of the State of Florida. The exclusive venue and/or jurisdiction for any proceeding that may be brought in connection with this Note shall be the appropriate state court located in Leon County, Florida and each of the parties hereto irrevocably consents to such venue and/ or jurisdiction. Borrower shall bear the costs associated with transferring venue.

### MISCELLANEOUS PROVISIONS.

- (a) This Note may not be amended or modified, and revision hereto shall not be effective, except by an instrument in writing executed by Borrower and Lender.
- (b) Borrower hereby waives presentment, protest and demand, notice of protest, dishonor, and nonpayment of this Note.
- (c) Headings at the beginning of each paragraph of this Note are intended solely for convenience of reference and are not to be deemed or construed to be a part of this Note.
- (d) Effective as of the date executed by FloridaCommerce ("Effective Date").

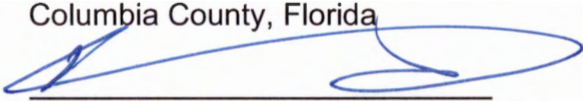
**EXHIBIT B - PROMISSORY NOTE**

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**EXHIBIT B - PROMISSORY NOTE**

IN WITNESS WHEREOF, Borrower has executed this Note as of the date first set forth above.

Columbia County, Florida



Name: Ronald Williams  
Title: Chairman  
Date: July 18, 2024

Florida Department of Commerce

J. Alex Kelly  
Name: J. Alex Kelly  
Title: secretary  
Date: 1/12/2025

## EXHIBIT C – TERM SHEET

This Term Sheet outlines the principal terms and conditions for a loan facility ("Facility") between the Florida Department of Commerce ("Lender"), located at 107 East Madison Street, Tallahassee Florida, 32399, and Columbia County ("Borrower"), 135 NE Hernando Avenue, Suite 203 Lake City, Florida 32056-1529. Lender and the Borrower are collectively referred to as the "Parties" and each individually as a "Party."

### 1. Parties:

Lender: Florida Department of Commerce, 107 East Madison Street, Tallahassee, FL 32399

Borrower: Columbia County, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32056-1529

### 2. Background:

The Facility is provided for costs and expenditures associated solely with the project set forth in the Florida Job Growth Infrastructure Grant Agreement (Agreement Number G0045), effective February 18, 2019, and as amended from time to time ("Project").

3. Amount of Facility: \$5,500,000

### 4. Interest Rate:

2.5% per annum on Outstanding Principal

Adjusted to 3.5% if the rate earned by the Special Purpose Investment Account within the Florida Treasury Investment Pool exceeds 2.5% by more than one percentage point.

### 5. Availability of Facility:

The Facility is available for drawdown for 36 months from the execution date of all Loan Documents.

### 6. Repayment Terms:

Repayment period: 60 months after the drawdown period ends.

Interest-only repayments start within 60 days after a drawdown.

## EXHIBIT C – TERM SHEET

Principal and interest repayments start within 12 months after a drawdown.

### 7. Prepayment:

No penalty for prepayment.

### 8. Annual Fee:

\$500 due upon execution of the Term Sheet and annually on the anniversary of the Effective Date.

### 9. Conditions Precedent:

- Certified copy of a resolution from the Columbia County Board confirming:
- Borrower's solvency.
- No material adverse effect on the Borrower's ability to meet obligations.
- Approval of the Term Sheet terms and conditions.
- Designation of an authorized representative to execute the Term Sheet.
- Countersigned Loan Documents by the Lender.

### 10. Drawdown Procedure:

- Drawdowns require Lender's approval.
- Provided in tranches of \$1,000,000, except the last tranche, which represents the balance.
- Written drawdown request specifying the amount and use of funds, confirming no breach of Loan Documents, and signed by an authorized signatory.

### 11. Events of Default:

- Failure to pay amounts due.
- Failure to perform obligations under the Facility.
- False, misleading, or incorrect representations or warranties.
- Material adverse change in Borrower's financial condition.

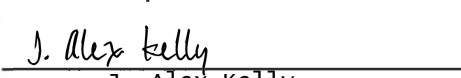
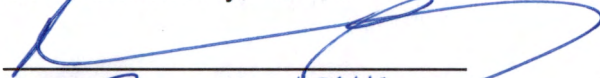
### 12. Effective Date and Execution:

Effective as of the date executed by the Lender.

**EXHIBIT C – TERM SHEET**

Columbia County, Florida

Florida Department of Commerce



Name: Ronald Williams

Name: J. Alex Kelly

Title: Chairman

Title: secretary

Date: July 18, 2024

Date: 1/12/2025

**EXHIBIT D – OPINION OF BORROWER'S LEGAL COUNSEL**

COLUMBIA COUNTY, FLORIDA  
**Office of the County Attorney**

Joel F. Foreman  
County Attorney

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November 25, 2024

Florida Department of Commerce  
Tallahassee, Florida

Re: Promissory Note for Loan under the Rural Community Development Revolving  
Loan, Agreement No. SO244

Ladies and Gentlemen:

I have acted as legal counsel to Columbia County, Florida (the "Borrower/Maker") in connection with the authorization and delivery of the above-captioned Promissory Note ("Note"), pursuant to Resolution No. 2024R-55 duly adopted by the Borrower/Maker on July 18, 2024 (the "Resolution"), for the purpose of financing the Project as more particularly described in the Resolution. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Resolution or that certain Loan Agreement, dated as of July 18, 2024 (the "Loan Agreement"), by and between the Borrower/Maker and the State of Florida Department of Commerce ("Commerce").

I am of the opinion that:

1. The Borrower/Maker is a charter county and a general-purpose local government, validly existing under the Constitution and laws of the State of Florida (the "State") and has all requisite power and authority to:
  - a. adopt the Resolution and to perform its obligations under the Resolution, the Loan Agreement and the Note;
  - b. issue, execute and deliver the Note to Commerce to evidence its loan in the amount of \$5,500,000 from Commerce under the Rural Community Development Revolving Loan Program;
  - c. repay the Note; and
  - d. carry out and consummate all other transactions contemplated by the Resolution, and the Borrower/Maker has complied with all provisions of applicable law in all matters relating to such transactions.
2. The Resolution has been duly adopted, and the Resolution, the Loan Agreement and the Note have been duly authorized, executed and delivered by the Borrower/Maker; and the Resolution, the Loan Agreement and the Note are in full force and effect and constitute valid and binding contracts of the Borrower/Maker, enforceable in accordance with their

respective terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy laws or other laws affecting creditors' rights and to the exercise of judicial discretion.

3. The execution and delivery of the Resolution, the Loan Agreement, and the Note and the adoption of the Resolution and compliance by the Borrower/Maker with the provisions contained therein, and the consummation of the transactions contemplated thereby do not and will not, to the best of my knowledge, conflict with or constitute on the part of the Borrower/Maker a violation of, breach of or default under any agreement, judgment, decree, indenture, note, or other instrument to which the Borrower/Maker is now a party or by which the Borrower/Maker or any of its property or assets is bound or otherwise subject.
4. All conditions contained in the ordinances and resolutions of the Borrower/Maker precedent to the issuance of the Note have been complied with.

We express no opinion herein as to the laws of any jurisdiction other than the United States of America and the State of Florida. This opinion may be relied upon only in connection with this transaction and may not be relied upon by any other persons or entities (regardless of whether such other persons or entity is related or affiliated with you) without our prior written consent. This opinion is as of the date hereof, and we disclaim any obligation to advise you of any change which hereafter may be brought to our attention.

Respectfully submitted,



Joel F. Foreman  
Columbia County Attorney

CC: County Manager  
Administrative Office to the Board of County Commissioners

**EXHIBIT E – RESERVED**

## EXHIBIT F – AUDIT COMPLIANCE

\* EXHIBIT F is Form DFS-A2-CL, Rule 69I-5.006, Florida Administrative Code (Rev. 11/18), and may not be revised by the Parties unless otherwise required by law. For purposes of Exhibit F, the term “recipient” shall refer to the Borrower.

## EXHIBIT F – AUDIT COMPLIANCE

*Division of Accounting and Auditing – Bureau of Auditing*

### AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

*Note: Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, incorporates this form as well as the regulations cited therein by reference in Rule 69I-5.006, F.A.C. Rule 69I-5.001, F.A.C., incorporates 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subpart F - Audit Requirements, 2018 Edition, and its related Appendix XI, Compliance Supplement, April 2017 and April 2018. The form and regulations can be accessed via the Department of Financial Services' website at <https://apps.fldfs.com/fsaa/>.*

The administration of resources awarded by Commerce to the recipient may be subject to audits and/or monitoring by Commerce, as described in this Exhibit A.

#### MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS

##### Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR 200.90, 200.64, and 200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this Part.

## EXHIBIT F – AUDIT COMPLIANCE

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

### Part II: State Funded

*Note: This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Additional information regarding the Florida Single Audit Act can be found at:

<http://www.myflorida.com/audgen/pages/flsaa.htm>

## EXHIBIT F – AUDIT COMPLIANCE

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### Part III: Other Audit Requirements

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*Note: This Part should be used to specify any additional audit requirements imposed by the state awarding entity that are solely a matter of that state awarding entity's policy (i.e., the audit is not required by federal or state laws and is not in conflict with other federal or state audit requirements). Pursuant to section 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the state awarding*

**NOT APPLICABLE TO THIS AGREEMENT**

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### Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:
  - a. Commerce at each of the following addresses:

Electronic copies (preferred):

[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):

Department of Commerce

MSC # 130, Caldwell Building

107 East Madison Street

Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General

Local Government Audits/342

Claude Pepper Building, Room

401 111 West Madison Street

Tallahassee, Florida 32399-

1450

### EXHIBIT F – AUDIT COMPLIANCE

The Auditor General’s website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- 3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Commerce at each of the following addresses:

Electronic copies (preferred):

or

Paper (hard copy):

[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

Department of Commerce

MSC # 130, Caldwell Building

107 East Madison Street

Tallahassee, FL. 32399-4126

- 4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow Commerce, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce.

*Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

## **EXHIBIT F – AUDIT COMPLIANCE**

### **Attachment 1 to Exhibit F**

#### **Audit Requirements**

STATE RESOURCES PROVIDED TO THE BORROWER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A loan to Columbia County from the Department through the Rural Community Development Loan Fund Program in the principal amount of \$5,500,000 with interest, as provided in the Loan Documents. Use of the loan proceeds is limited to the County's ordinary course of business expenditures associated solely with the Project that are not covered by the total of state and federal grants obtained and local funds previously committed to the Project, including those from the Florida Job Growth Infrastructure Grant Agreement (Agreement Number G0045) effective as of February 18, 2019.

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**EXHIBIT G – AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: Columbia County, Florida  
FEIN: 59-6000564  
Grantee's Fiscal Year: \_\_\_\_\_  
Contact Person Name and Phone Number: David Kraus  
Contact Person Email Address: david\_kraus@columbiacountyfla.com

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? Yes No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? Yes No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? Yes No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

[Signature]  
Signature of Authorized Representative

7/18/24  
Date

David Kraus  
Printed Name of Authorized Representative

Carly Dargatzis  
Title of Authorized Representative

**EXHIBIT H – AMORTIZATION SCHEDULE**

Exhibit H			
Principal:	\$ 5,500,000.00	Number of Payments:	60
Term:	5 Monthly Rate		0.002083333
Annual Rate:	2.50%	Payment	\$97,610.49
Initial Date:	7/31/2027		

Months:	Date:	Beginning Balance:	Payment:	Interest:	Principal:	Ending Balance:
1	7/31/2024	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
2	8/30/2024	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
3	9/30/2024	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
4	10/30/2024	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
5	11/30/2024	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
6	12/30/2024	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
7	1/30/2025	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
8	2/29/2025	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
9	3/30/2025	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
10	4/30/2025	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
11	5/30/2025	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
12	6/30/2025	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
13	7/30/2025	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
14	8/30/2025	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
15	9/30/2025	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
16	10/30/2025	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
17	11/30/2025	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
18	12/30/2025	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
19	1/30/2026	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
20	2/28/2026	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
21	3/30/2026	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
22	4/30/2026	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
23	5/30/2026	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
24	6/30/2026	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
25	7/30/2026	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
26	8/30/2026	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
27	9/30/2026	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00

**EXHIBIT H – AMORTIZATION SCHEDULE**

28	10/30/2026	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
29	11/30/2026	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
30	12/30/2026	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
31	1/30/2027	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
32	2/28/2027	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
33	3/30/2027	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
34	4/30/2027	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
35	5/30/2027	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
36	6/30/2027	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00
37	7/31/2027	\$ 5,500,000.00	\$97,610.49	\$ 11,458.33	\$86,152.16	\$ 5,413,847.84
38	8/30/2027	\$ 5,413,847.84	\$97,610.49	\$ 11,278.85	\$86,331.64	\$ 5,327,516.21
39	9/30/2027	\$ 5,327,516.21	\$97,610.49	\$ 11,098.99	\$86,511.50	\$ 5,241,004.71
40	10/30/2027	\$ 5,241,004.71	\$97,610.49	\$ 10,918.76	\$86,691.73	\$ 5,154,312.98
41	11/30/2027	\$ 5,154,312.98	\$97,610.49	\$ 10,738.15	\$86,872.34	\$ 5,067,440.64
42	12/30/2027	\$ 5,067,440.64	\$97,610.49	\$ 10,557.17	\$87,053.32	\$ 4,980,387.32
43	1/30/2028	\$ 4,980,387.32	\$97,610.49	\$ 10,375.81	\$87,234.68	\$ 4,893,152.64
44	2/29/2028	\$ 4,893,152.64	\$97,610.49	\$ 10,194.07	\$87,416.42	\$ 4,805,736.22
45	3/30/2028	\$ 4,805,736.22	\$97,610.49	\$ 10,011.95	\$87,598.54	\$ 4,718,137.68
46	4/30/2028	\$ 4,718,137.68	\$97,610.49	\$ 9,829.45	\$87,781.04	\$ 4,630,356.65
47	5/30/2028	\$ 4,630,356.65	\$97,610.49	\$ 9,646.58	\$87,963.91	\$ 4,542,392.73
48	6/30/2028	\$ 4,542,392.73	\$97,610.49	\$ 9,463.32	\$88,147.17	\$ 4,454,245.56
49	7/30/2028	\$ 4,454,245.56	\$97,610.49	\$ 9,279.68	\$88,330.81	\$ 4,365,914.75
50	8/30/2028	\$ 4,365,914.75	\$97,610.49	\$ 9,095.66	\$88,514.83	\$ 4,277,399.92
51	9/30/2028	\$ 4,277,399.92	\$97,610.49	\$ 8,911.25	\$88,699.24	\$ 4,188,700.68
52	10/30/2028	\$ 4,188,700.68	\$97,610.49	\$ 8,726.46	\$88,884.03	\$ 4,099,816.65
53	11/30/2028	\$ 4,099,816.65	\$97,610.49	\$ 8,541.28	\$89,069.20	\$ 4,010,747.45
54	12/30/2028	\$ 4,010,747.45	\$97,610.49	\$ 8,355.72	\$89,254.76	\$ 3,921,492.68
55	1/30/2029	\$ 3,921,492.68	\$97,610.49	\$ 8,169.78	\$89,440.71	\$ 3,832,051.97
56	2/28/2029	\$ 3,832,051.97	\$97,610.49	\$ 7,983.44	\$89,627.05	\$ 3,742,424.92
57	3/30/2029	\$ 3,742,424.92	\$97,610.49	\$ 7,796.72	\$89,813.77	\$ 3,652,611.15
58	4/30/2029	\$ 3,652,611.15	\$97,610.49	\$ 7,609.61	\$90,000.88	\$ 3,562,610.27
59	5/30/2029	\$ 3,562,610.27	\$97,610.49	\$ 7,422.10	\$90,188.38	\$ 3,472,421.89
60	6/30/2029	\$ 3,472,421.89	\$97,610.49	\$ 7,234.21	\$90,376.28	\$ 3,382,045.61
61	7/30/2029	\$ 3,382,045.61	\$97,610.49	\$ 7,045.93	\$90,564.56	\$ 3,291,481.05

**EXHIBIT H – AMORTIZATION SCHEDULE**

62	8/30/2029	\$ 3,291,481.05	\$97,610.49	\$ 6,857.25	\$90,753.24	\$ 3,200,727.81
63	9/30/2029	\$ 3,200,727.81	\$97,610.49	\$ 6,668.18	\$90,942.31	\$ 3,109,785.51
64	10/30/2029	\$ 3,109,785.51	\$97,610.49	\$ 6,478.72	\$91,131.77	\$ 3,018,653.74
65	11/30/2029	\$ 3,018,653.74	\$97,610.49	\$ 6,288.86	\$91,321.63	\$ 2,927,332.11
66	12/30/2029	\$ 2,927,332.11	\$97,610.49	\$ 6,098.61	\$91,511.88	\$ 2,835,820.23
67	1/30/2030	\$ 2,835,820.23	\$97,610.49	\$ 5,907.96	\$91,702.53	\$ 2,744,117.70
68	2/28/2030	\$ 2,744,117.70	\$97,610.49	\$ 5,716.91	\$91,893.58	\$ 2,652,224.12
69	3/30/2030	\$ 2,652,224.12	\$97,610.49	\$ 5,525.47	\$92,085.02	\$ 2,560,139.10
70	4/30/2030	\$ 2,560,139.10	\$97,610.49	\$ 5,333.62	\$92,276.87	\$ 2,467,862.23
71	5/30/2030	\$ 2,467,862.23	\$97,610.49	\$ 5,141.38	\$92,469.11	\$ 2,375,393.13
72	6/30/2030	\$ 2,375,393.13	\$97,610.49	\$ 4,948.74	\$92,661.75	\$ 2,282,731.37
73	7/30/2030	\$ 2,282,731.37	\$97,610.49	\$ 4,755.69	\$92,854.80	\$ 2,189,876.57
74	8/30/2030	\$ 2,189,876.57	\$97,610.49	\$ 4,562.24	\$93,048.25	\$ 2,096,828.33
75	9/30/2030	\$ 2,096,828.33	\$97,610.49	\$ 4,368.39	\$93,242.10	\$ 2,003,586.23
76	10/30/2030	\$ 2,003,586.23	\$97,610.49	\$ 4,174.14	\$93,436.35	\$ 1,910,149.88
77	11/30/2030	\$ 1,910,149.88	\$97,610.49	\$ 3,979.48	\$93,631.01	\$ 1,816,518.87
78	12/30/2030	\$ 1,816,518.87	\$97,610.49	\$ 3,784.41	\$93,826.07	\$ 1,722,692.80
79	1/30/2031	\$ 1,722,692.80	\$97,610.49	\$ 3,588.94	\$94,021.55	\$ 1,628,671.25
80	2/28/2031	\$ 1,628,671.25	\$97,610.49	\$ 3,393.07	\$94,217.42	\$ 1,534,453.83
81	3/30/2031	\$ 1,534,453.83	\$97,610.49	\$ 3,196.78	\$94,413.71	\$ 1,440,040.12
82	4/30/2031	\$ 1,440,040.12	\$97,610.49	\$ 3,000.08	\$94,610.41	\$ 1,345,429.71
83	5/30/2031	\$ 1,345,429.71	\$97,610.49	\$ 2,802.98	\$94,807.51	\$ 1,250,622.20
84	6/30/2031	\$ 1,250,622.20	\$97,610.49	\$ 2,605.46	\$95,005.03	\$ 1,155,617.18
85	7/30/2031	\$ 1,155,617.18	\$97,610.49	\$ 2,407.54	\$95,202.95	\$ 1,060,414.22
86	8/30/2031	\$ 1,060,414.22	\$97,610.49	\$ 2,209.20	\$95,401.29	\$ 965,012.93
87	9/30/2031	\$ 965,012.93	\$97,610.49	\$ 2,010.44	\$95,600.05	\$ 869,412.88
88	10/30/2031	\$ 869,412.88	\$97,610.49	\$ 1,811.28	\$95,799.21	\$ 773,613.67
89	11/30/2031	\$ 773,613.67	\$97,610.49	\$ 1,611.70	\$95,998.79	\$ 677,614.88
90	12/30/2031	\$ 677,614.88	\$97,610.49	\$ 1,411.70	\$96,198.79	\$ 581,416.09
91	1/30/2032	\$ 581,416.09	\$97,610.49	\$ 1,211.28	\$96,399.21	\$ 485,016.88
92	2/29/2032	\$ 485,016.88	\$97,610.49	\$ 1,010.45	\$96,600.04	\$ 388,416.85
93	3/30/2032	\$ 388,416.85	\$97,610.49	\$ 809.20	\$96,801.29	\$ 291,615.56
94	4/30/2032	\$ 291,615.56	\$97,610.49	\$ 607.53	\$97,002.96	\$ 194,612.60
95	5/30/2032	\$ 194,612.60	\$97,610.49	\$ 405.44	\$97,205.05	\$ 97,407.56

**EXHIBIT H – AMORTIZATION SCHEDULE**

96	6/30/2032	\$	97,407.56	\$97,610.49	\$	202.93	\$97,407.56	\$	0.00
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**File Attachments for Item:**

2. City Council Resolution No. 2026-063 - A resolution of the City of Lake City, Florida, approving those certain easement assignment and deed agreements between the City, the Columbia County Board of County Commissioners, and Weyerhaeuser Company and its affiliates in furtherance of the closing of the acquisition of the North Florida Mega Industrial Park Waste Water Treatment Plant contemplated by the agreement approved by Resolution 2026-043; making certain findings of fact in support of the City approving said agreements and instruments; recognizing the authority of the Mayor to execute and bind the City to said agreements and instruments; recognizing the authority of the Vice-Mayor to execute and bind the City to said agreements and instruments in the absence or unavailability of the Mayor; directing the Mayor or Vice-Mayor, as appropriate to execute and bind the City to said agreements and instruments; repealing all prior resolutions in conflict; and providing an effective date.

Please note: The documents which comprise Composite Exhibit "B" to Resolution 2026-063 continue to undergo legal review by legal counsel for the City, the County, and Weyerhaeuser, and said documents may undergo minor amendments prior to the special meeting. Any such amended documents will be provided as soon as available.

## **RESOLUTION NO 2026 - 063**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THOSE CERTAIN EASEMENT ASSIGNMENT AND DEED AGREEMENTS BETWEEN THE CITY, THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, AND WEYERHAEUSER COMPANY AND ITS AFFILIATES IN FURTHERANCE OF THE CLOSING OF THE ACQUISITION OF THE NORTH FLORIDA MEGA INDUSTRIAL PARK WASTE WATER TREATMENT PLANT CONTEMPLATED BY THE AGREEMENT APPROVED BY RESOLUTION 2026-043; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENTS AND INSTRUMENTS; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENTS AND INSTRUMENTS; RECOGNIZING THE AUTHORITY OF THE VICE-MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENTS AND INSTRUMENTS IN THE ABSENCE OR UNAVAILABILITY OF THE MAYOR; DIRECTING THE MAYOR OR VICE-MAYOR, AS APPROPRIATE TO EXECUTE AND BIND THE CITY TO SAID AGREEMENTS AND INSTRUMENTS; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Columbia County Board of County Commissioners (the "County") owns a wastewater collection, transmission, treatment, and disposal system, the real property on which it is situate, and other related assets (the "Treatment Plant"), located in Columbia County, Florida, located east of the North Florida Mega Industrial Park; and

WHEREAS, the County and the City of Lake City, Florida (the "City") entered into that certain *Agreement for Sale and Purchase of Certain Wastewater System Assets* (the "Purchase Agreement") in April 2026, whereby the County will sell to the City the assets and assign certain liabilities associated with the Treatment Plant, and Lake City will purchase from the County the assets and certain liabilities associated with the Treatment Plant; and

WHEREAS, the County has the power and authority to sell the Treatment Plant and Lake City has the power and authority to acquire and to operate the Treatment Plant in order to provide wastewater infrastructure and treatment services within Columbia County; and

WHEREAS, pursuant to Section 180.301, Florida Statutes, the City has examined the assets to be acquired, has examined the Treatment Plant and the City's existing financial structures, has examined the long-range needs and goals of the City relative to the provision of wastewater

service to present and future citizens of the City and the County, and has determined consummating and closing the acquisition of assets contemplated by the Purchase Agreement is in the public interest; and

WHEREAS, pursuant to Section 125.3401, Florida Statutes, the County has examined the assets to be conveyed, has examined the County's existing financial structures, has examined the long-range needs and goals of the County relative to the provision of wastewater service to its present and future citizens, and has determined consummating and closing the conveyance of assets contemplated by the Purchase Agreement is in the public interest; and

WHEREAS, the real property on which the Treatment Plant is situated (the "WWTP Parcel") was conveyed to the County by Weyerhaeuser Company ("Weyerhaeuser") for the purpose of the County constructing the Treatment Plant thereon; and

WHEREAS, Weyerhaeuser granted certain easements to the County for purposes of operating a spray field in connection with the Treatment Plant, along with easements for sewage pipelines connecting the Treatment Plant to said spray field (collectively, the "Spray Field and Pipeline Easements"); and

WHEREAS, the deed conveying the WWTP Parcel to the County (the "WWTP Deed") and the agreements conveying the Spray Field and Pipeline Easements to the County (collectively, the "Easements") were subject to certain restrictions, covenants, and reversionary provisions (collectively, the "Conditional Provisions"); and

WHEREAS, the WWTP Deed and the Easements are attached hereto as Composite Exhibit "A"; and

WHEREAS, the Purchase Agreement requires that the County will assign its interests and obligations arising from the WWTP Deed and the Easements to the City, and the City will assume from the County such interests and obligations; and

WHEREAS, Weyerhaeuser must consent to the assignment and assumption of such interests and obligations, and has expressed its intention to do so; and

WHEREAS, in furtherance of the consummation and closing contemplated by the Purchase Agreement, attached as Composite Exhibit "B" hereto are such assignments of the Easements and the WWTP Deed (collectively, the "Assignment Agreements") whereby the City will assume the County's obligations to Weyerhaeuser arising from the Conditional Provisions of the Easements and the WWTP Deed; and

WHEREAS, assuming the County's obligations arising from the Conditional Provisions of the Easements and WWTP Deed by adopting the Assignment Agreements fulfills the City's obligations arising from the Purchase Agreement in furtherance of the consummation and closing contemplated by said agreement; and

WHEREAS, the City, the County, and Weyerhaeuser individually and collectively desire to consummate and close the City's acquisition of the Treatment Plant and related assets by adopting the terms of the Assignment Agreements; and

WHEREAS, assuming the County's obligations arising from the Conditional Provisions of the Easements and WWTP Deed by adopting the terms of the Assignment Agreements is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Assuming the County's obligations arising from the Conditional Provisions of the Easements and WWTP Deed by adopting the terms of the Assignment Agreements is in the public interest, in the interests of the City, and for public welfare; and
2. In furtherance thereof, the Assignment Agreements in the form of Composite Exhibit "B", attached hereto, should be and are approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. In the absence or unavailability of the Mayor, the Vice Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
5. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Assignment Agreements; and
6. In the absence or unavailability of the Mayor, the Vice Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Assignment Agreements; and
7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
8. This resolution shall become effective and enforceable upon final adoption by the City Council

of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of May, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

PREPARED BY AND RETURN TO:  
SPENCER N. CUMMINGS, ESQ.  
GUNSTER, YOAKLEY & STEWART, P.A.  
1 INDEPENDENT DRIVE, SUITE 2300  
JACKSONVILLE, FL 32202

Inst: 202312008094 Date: 05/08/2023 Time: 1:33PM  
Page 1 of 11 B: 1489 P: 2613, James M Swisher Jr, Clerk of Court  
Columbia, County, By: AM  
Deputy Clerk Doc Stamp-Deed: 0.70

**SPECIAL WARRANTY DEED**

**[NORTH FLORIDA MEGA INDUSTRIAL PARK UTILITY SITE]**

3<sup>rd</sup> THIS SPECIAL WARRANTY DEED (this "Deed") is made and executed as of the March day of March, 2023, by WEYERHAEUSER NR COMPANY, a Washington corporation, successor by merger to Plum Creek Manufacturing Holding Company, Inc., successor by merger to Plum Creek Marketing, Inc., successor by merger to Plum Creek Land Company, authorized to do business in the State of Florida, and having a place of business at 220 Occidental Avenue South, Seattle, Washington 98104 ("Grantor"), to COLUMBIA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, and having a place of business at 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32055 ("Grantee").

**WITNESSETH:**

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, conveys and confirms to Grantee and its successors and assigns, all of the real property in Columbia County, Florida, more particularly described on Exhibit "A" attached hereto and made a part of this Deed and as generally shown on Exhibit "A-1" (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to all matters set forth on Exhibit "B" attached hereto (collectively, the "Permitted Exceptions"). In the event of any conflict between Exhibit "A" and Exhibit "A-1", the Exhibit "A" shall prevail.

**TO HAVE AND TO HOLD** the same in fee simple forever.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for the Permitted Exceptions) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other. By acceptance and execution of this Deed, Grantee hereby agrees to the following terms and provisions.

**GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, IT BEING THE INTENTION OF GRANTOR AND GRANTEE THAT THE PROPERTY BE CONVEYED "AS IS", IN ITS PRESENT CONDITION AND STATE OF REPAIR AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTION AS IT DEEMS APPROPRIATE. GRANTEE, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES AND RELEASES GRANTOR FROM ANY AND ALL CONTRACTUAL, STATUTORY,**

**COMMON LAW, AND/OR OTHER LIABILITIES, OBLIGATIONS, CLAIMS OR CAUSES OF ACTION, KNOWN OR UNKNOWN, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY BE ENTITLED TO ASSERT AGAINST GRANTOR ARISING IN WHOLE OR IN PART OF, OR RELATING OR CONNECTED IN ANY WAY TO, THE CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO ANY SUCH LIABILITIES, OBLIGATIONS, CLAIMS OR CAUSES OF ACTION BASED IN WHOLE OR IN PART UPON ANY APPLICABLE FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW, RULE OR REGULATION OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY.**

1. **COMPLIANCE WITH LAWS AND REGULATIONS.** Grantee acknowledges that the development and use of the Property is subject to all applicable zoning, building and governmental regulations, including, without limitation, the Development Order (as defined below) and the MUD-I Zoning (as defined below) (collectively, the "**Regulations**"), all as amended and as may be amended from time to time. Grantee shall comply, at its sole cost and expense, with the terms and conditions of the Regulations and all applicable laws, ordinances, statutes, governmental rules, and regulations (collectively, "**Laws**") applicable to the Property and to the improvements constructed and operated thereon. Grantee shall hold harmless and indemnify Grantor from all losses, costs, damages and/or expenses incurred by Grantor as a result of a violation by Grantee of the Regulations and Laws. The "**MUD-I Zoning**" means Columbia County Ordinance No. 2013-12 and "**Development Order**" means any development order now or hereafter approved and applicable to the Property.

2. **USE RESTRICTIONS AND OTHER COVENANTS AND CONDITIONS.**

2.1 **Use Restrictions.** Grantee agrees that the Property may only be used for the Permitted Use (as defined below) and for no other purpose or use. As used herein, the "**Permitted Use**" means construction, operation, and maintenance of a wastewater treatment facility, deep injection well, and other water and sewer improvements (collectively, the "**Utility Improvements**"); provided that in no event shall the Permitted Use allow any of the following: (i) any electrical or other power generation facility or improvements (including, without limitation, any coal fired or nuclear power plant); (ii) any communication improvements or structures that do not exclusively serve the Utility Improvements; (iii) any improvements or structures exceeding fifty feet (50') in height above ground level; (iv) any mining operation; petroleum refining or other processing or bulk storage of petroleum; or (v) landfill or other similar use. Grantee's use of the Property shall not include the deployment, use, handling, generation, and/or disposal of any hazardous substance(s) in violation of any federal, state, or local law, including without limitation laws applicable to solid waste and wastewater treatment and/or to the preservation and maintenance of adjacent wetlands.

2.2 **Buffer Areas.** Grantee shall preserve the western thirty-five (35) feet of the Property (the "**Wetlands Buffer**") in its natural condition and shall not remove, destroy, thin, trim, kill or otherwise damage or disturb, or permit or suffer the removal, destruction, thinning, trimming, killing, damage or disturbance, of any trees or vegetation within the Wetlands Buffer (subject to matters beyond Grantee's reasonable control, such as an accidental fire). Grantee shall not construct any improvements within a thirty-foot (30) buffer along the eastern boundary of the Property (the "**Road Buffer**") unless specifically approved by Grantor. If requested by Grantor,

Grantee shall, at Grantee's expense, install and maintain any trees, hedges, bushes, landscaping, or other screening within the Road Buffer as may be requested by Grantor, including without limitation, replacing any trees that may die. Grantee shall continuously maintain the Road Buffer to preserve a well-kept appearance, at Grantee's sole cost and expense, including without limitation performing irrigation, fertilization, mowing, weeding, and replacement of dead or diseased plant materials, subject to any applicable Laws, environmental regulations, conservation easements, and governmental restrictions. All irrigation systems shall be underground, automatic, kept in good repair, and shall not discolor any wall, sign surface, sidewalk, or other structure.

**2.3 Construction and Reverter.** Grantee shall commence construction of the Utility Improvements on or before September 30, 2023 (the "**Construction Commencement Deadline**") and complete construction of the Utility Improvements and put the Utility Improvements into service (at the Minimum Capacities set forth below) on or before September 30, 2024 (the "**Construction Completion Deadline**"). The "**Minimum Capacities**" means at least Five Hundred Thousand (500,000) gallons of sewer service per day, but up to Three Million (3,000,000) gallons of sewer service per day, to meet the service needs of the North Florida Mega Industrial Park being developed by Grantor.

If any of the following events occur and Grantee fails to cure within thirty (30) days after written notice from Grantor, Grantor shall have the right to injunctive relief and any other remedies available to Grantor at law or in equity and, in addition, at Grantor's option and election (which may or may not be exercised by Grantor in its discretion), title to the Property shall revert to Grantor, at no cost to Grantor, including any improvements at the Property, and Grantor may enforce such reversion by specific performance and any other available legal action:

- (1) Grantee uses the Property for any use other than the Permitted Use;
- (2) Grantee fails to meet the Construction Commencement Deadline;
- (3) Grantee fails to meet the Construction Completion Deadline; or
- (4) after putting the Utility Improvements into service, Grantee ceases actively operating the Utility Improvements for the Minimum Capacities for a period of thirty (30) consecutive days or for thirty (30) days during any three hundred sixty five (365) day period, other than due to the following causes: (a) Grantor is required to remodel, alter, repair or restore the Utility Improvements due to a casualty; or (b) eminent domain (in such events, the time periods in this Section shall toll for such reasonable period of time as necessary to restore the Utility Improvements on the Property).

**2.4 Reconstruction and Repair.** In the event of damage or destruction to any improvements located upon the Property, Grantee agrees to restore or rebuild the damaged improvements as soon as reasonably practical after the date of such damage or destruction.

3. **MISCELLANEOUS.**

3.1 **Successors and Assigns.** The easements, covenants, restrictions and other terms contained herein shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof.

3.2 **Modification.** The terms and provisions contained in this Deed may be modified only by written amendment executed by Grantor and the then owner of any portion of the Property whose lands are affected by such amendment.

3.3 **Notice.** Any notice required to be given under this Amendment will be effective only if such notice has been sent by express 24 hour guaranteed courier or delivery service, by U.S. first class certified mail, postage prepaid, or by email, addressed to the other party as follows (or to such other place as any party may by Notice to the other specify):

**To Grantee:**

Office of the County Manager  
135 NE Hernando Avenue, Suite 203  
Lake City, Florida 32055  
Telephone No.: (386) 755-4100.  
E-Mail: david\_kraus@columbiacountyfla.com

**To Grantor:**

Weyerhaeuser Company  
13005 SW 1<sup>st</sup> Road, Suite 241  
Newberry, FL 32669  
Attn: Greg Galpin  
Telephone No.: (352) 415-4532  
E-Mail: Greg.Galpin@Weyerhaeuser.com.

**Copy to:**

Weyerhaeuser Company  
220 Occidental Avenue South  
Seattle, WA 98104  
Attn: Senior Legal Counsel  
Telephone No.: (206) 539-3607  
E-Mail: Donya.Burns@weyerhaeuser.com

**Copy to:**

Spencer N. Cummings, Esquire  
Gunster, Yoakley & Stewart, P.A.  
1 Independent Drive, Suite 2300  
Jacksonville, Florida 32202  
Telephone: (904) 354-1980  
Email: SCummings@gunster.com

Hardcopy notices shall be deemed given when delivered, as confirmed by delivery receipt, tracking number, or written acknowledgement from the recipient, except that if delivery is not accepted, Notice shall be deemed given on the date of such non acceptance. Electronic notices shall be deemed given upon reply email from the recipient, except that electronically generated responses shall not suffice.

**3.4 Remedies for Default.** To the extent that any party bound shall default in its obligations pursuant to the terms of this Deed, the other parties shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

**3.5 Severability.** Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

**3.6 Attorneys' Fees.** In the event litigation shall be commenced to enforce any party's rights under the terms of this Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

**3.7 Waivers and Releases.** Grantor may, without the approval or joinder of Grantee or any other person or entity, waive any of the restrictions or provisions set forth herein in favor of Grantor, in whole or in part at any time or from time to time. No waivers shall be effective against Grantor unless in writing. In addition, Grantor may assign any and all of its rights, powers, obligations and privileges under this Deed to any other entity or person, without the consent or joinder of Grantee or any party. Upon such assignment, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed.

**3.8 Grantor's Easements.** The Property may contain certain preservation or conservation areas, including, without limitation, wetland areas or buffers along the westerly portion of the Property, referred to below as the "Conservation Areas". Grantee shall comply with all Laws regarding the Conservation Areas and if requested by Grantor shall perform all monitoring, inspection, maintenance, operation and repair thereof and shall assume and accept any permit obligations related thereto. Without limitation of the foregoing, Grantor and the Grantor Parties shall have the right, but not the obligation, to enter the Property to monitor, inspect, maintain and otherwise perform any activities within the Conservation Areas in compliance with Laws and applicable permits and Grantor reserves and retains to itself and any Grantor Parties a perpetual non-exclusive easement over and across the Property for such purposes. As used herein, "Grantor Parties" means Grantor's successors, assigns and designees, and all of their employees, agents, contractors, subcontractors, licensees, and other representatives. Grantor may grant to third parties, including the Grantor Parties, any of the rights reserved by Grantor in this Deed, provided that use by such parties shall be subject to the terms and conditions of this Deed.

3.9 **No Implication.** None of the easements or restrictions contained in this Déed shall constitute easements or restrictions upon Grantor's adjacent property and the provisions contained herein shall not be construed to create implied negative reciprocal easements or restrictions upon any adjacent property.

{Signatures commence on following page}





**EXHIBIT "A"**

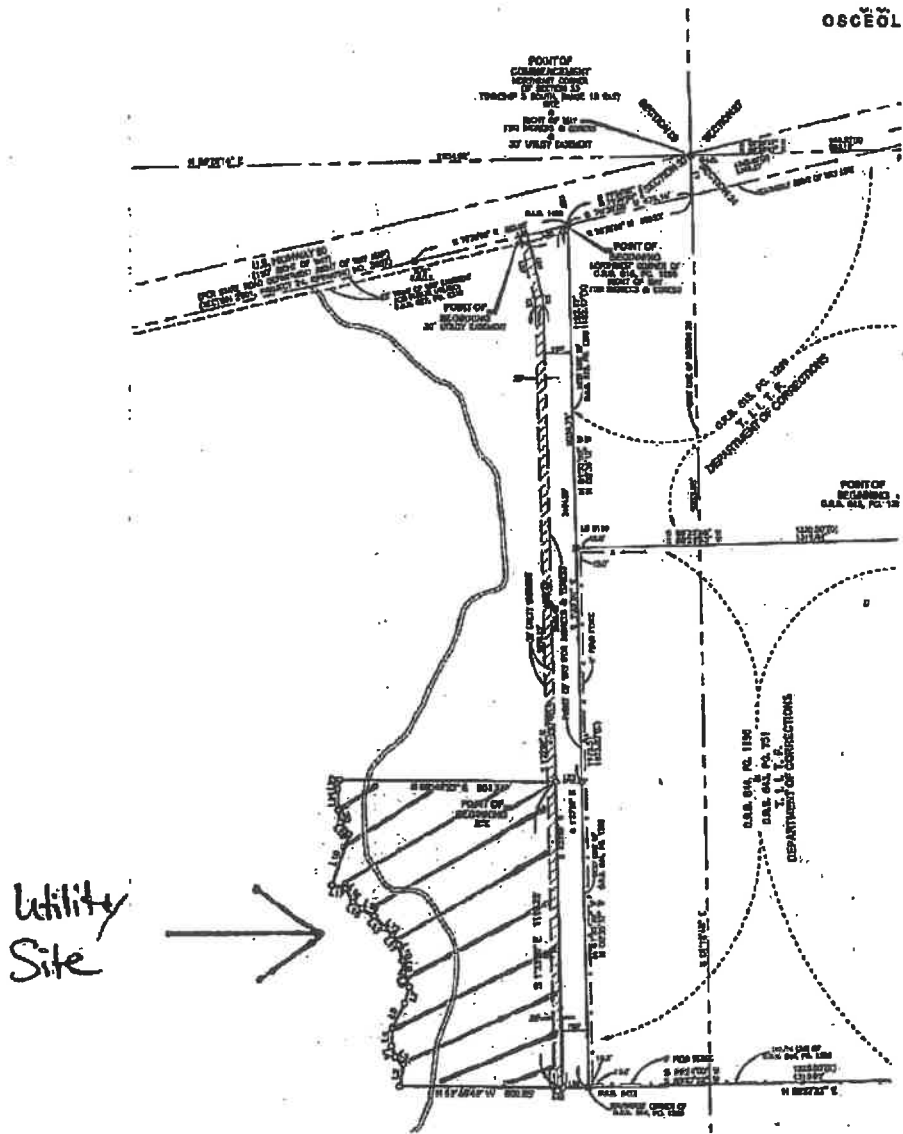
**TO SPECIAL WARRANTY DEED**

**PROPERTY LEGAL DESCRIPTION**

A parcel of land, being a portion of Section 33, Township 3 South, Range 18 East, Columbia County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Section 33, Township 3 South, Range 18 East, Columbia County, Florida; thence on the East line of said Section 33, S 01°18'48" E, a distance of 147.20 feet to a point on the Southerly Right of Way line of U.S. Highway 90; thence departing said East line and on said Southerly Right of Way line, S 76°39'06" W, a distance of 476.14 feet to the Northwest corner of those lands described in Official Record Book 815, page 1299 of the public records of Columbia County, Florida; thence departing said Southerly Right of Way line and on the West line of said lands and on the West line of those lands described in Official Record Book 844, page 1596 of said public records, S 01°33'50" E, a distance of 2036.75 feet; thence departing said West line, N 89°46'23" W, a distance of 100.05 feet to the Point of Beginning; thence S 01°33'50" E, a distance of 1118.29 feet; thence N 89°58'49" W, a distance of 600.85 feet; thence N 08°45'15" E, a distance of 81.85 feet; thence N 49°50'56" W, a distance of 38.74 feet; thence N 21°35'34" W, a distance of 43.97 feet; thence N 04°12'12" E, a distance of 64.17 feet; thence N 26°03'58" E, a distance of 100.84 feet; thence N 16°56'18" E, a distance of 62.23 feet; thence N 24°06'51" W, a distance of 58.32 feet; thence N 01°01'01" W, a distance of 43.97 feet; thence N 14°29'49" W, a distance of 58.58 feet; thence N 34°30'13" W, a distance of 43.91 feet; thence N 51°38'01" W, a distance of 40.24 feet; thence N 39°33'47" W, a distance of 58.29 feet; thence N 62°13'32" W, a distance of 53.10 feet; thence N 52°39'23" W, a distance of 39.64 feet; thence N 30°42'38" W, a distance of 61.66 feet; thence N 79°06'46" W, a distance of 50.85 feet; thence N 18°46'49" E, a distance of 200.44 feet; thence N 36°10'35" W, a distance of 54.77 feet; thence N 10°58'58" W, a distance of 45.24 feet; thence N 01°45'51" W, a distance of 75.82 feet; thence N 10°20'49" E, a distance of 34.96 feet; thence S 89°46'23" E, a distance of 801.74 feet to the Point of Beginning.

**EXHIBIT "A-1"**  
**TO SPECIAL WARRANTY DEED**  
**PROPERTY MAP**



ACTIVE:16547291.8

**EXHIBIT "B"**

**TO SPECIAL WARRANTY DEED**

**PERMITTED EXCEPTIONS**

- (a) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the date of this Deed;
- (b) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Real Property;
- (c) any rights of the United States of America, the State in which the Real Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Real Property, including, without limitation, riparian rights and navigational servitudes;
- (d) title to that portion of the Real Property, if any, lying below the mean high water mark (as such mean high water mark may change from time to time) of abutting tidal waters;
- (e) all easements, rights-of-way, licenses and other encumbrances or matters of record affecting the Real Property;
- (f) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (g) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Real Property;
- (h) prior reservations or conveyances of mineral rights or mineral leases of every kind and character;
- (i) any loss or claim due to lack of access to any portion of the Real Property; and
- (j) any loss or claim due to any indefiniteness or uncertainty in the legal description of the Real Property.

Prepared by and return to:  
Spencer N Cummings, Esq.  
1 Independent Drive, Suite 2300  
Jacksonville, Florida 32202

Inst: 202312015467 Date: 08/16/2023 Time: 8:32AM  
Page 1 of 21 B: 1497 P: 232, James M Swisher Jr, Clerk of Court  
Columbia, County, By: VC *MS*  
Deputy Clerk Doc Stamp-Deed: 0.70

**TEMPORARY EASEMENT AGREEMENT**  
Temporary Spray Field Easement

June 15, 2023 (the "Effective Date") by and between WEYERHAEUSER COMPANY, a Washington corporation ("Grantor"), and COLUMBIA COUNTY, a political subdivision of the state of Florida (the "County"). Grantor and the County are sometimes collectively referred to below as the "Parties," and each individually as a "Party".

WITNESSETH:

A. Grantor owns certain property in Columbia County, Florida which is legally described on Exhibit "A" (the "Property").

B. Grantor's affiliate, Weyerhaeuser NR Company, a Washington corporation ("WNR"), owns land west of the Property, which land is being developed as a multi-phased, mixed-use development known as the North Florida Mega Industrial Park (the "NFMIP").

C. WNR and the County intend to enter into a utility service agreement to provide utility services for the NFMIP, which agreement may include construction of a wastewater treatment plant, a deep injection well, and other utility improvements (the "Utility Service Agreement"). WNR has transferred approximately twenty (20) acres of land within the NFMIP to the County so that the County can construct the wastewater treatment plant and related improvements ("WWTP"). The WWTP will not be independently operational until a deep injection well can also be installed to support WWTP operations. The Parties acknowledge it may take several years to install the same.

D. Until the deep injection well and related improvements are constructed, the County requires use of Grantor's Property for a temporary effluent spray field to serve the NFMIP in connection with early operations of the WWTP.

The County wishes to use Grantor's Property for the purposes set forth above, and Grantor has agreed to allow such use, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Annual Payments set forth below, and other good and valuable consideration, the receipt and sufficiency of which being hereby mutually acknowledged, the Parties agree as follows:

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

2. Grant of Easements; Term; Consideration.

2.1 Grant of Easements. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants to the County, and the County hereby takes and accepts, each of the following easements: (a) a temporary non-exclusive easement to use the approximately 190-acre area of the Property described on **Exhibit "B"** and shown on **Exhibit "D"** (the "**Spray Field Easement Area**") solely for the development, construction, operation, maintenance, repair, and decommissioning of an interim restricted-access, slow-rate land application system and effluent spray field (the "**Spray Field**") and related facilities and appurtenances to serve the NFMIP (the "**Spray Field Easement**"); (b) a temporary non-exclusive easement to use an approximately fifteen (15) foot wide strip of the Property as described on **Exhibit "C"** and shown on **Exhibit "D"** (the "**Pipeline Easement Area**") to install a pipeline (the "**Pipeline**") to connect the Spray Field and related facilities and appurtenances to the WWTP (the "**Pipeline Easement**"), provided however, that the Parties acknowledge that the description and depiction of the Pipeline Easement run onto the adjacent property to the west owned by WNR and Grantor hereunder grants the Pipeline Easement only to the extent that the same runs over the Property owned by Grantor; and (c) a temporary non-exclusive easement to use those certain roads on the Property located as approximately as shown on **Exhibit "E"** (the "**Access Roads**," and the Access Roads collectively with the Spray Field Easement Area and the Pipeline Easement Area, the "**Easement Areas**") solely for the purpose of accessing and navigating the Spray Field Easement Area (the "**Access Easement**," and the Access Easement collectively with the Spray Field Easement and the Pipeline Easement, the "**Easements**"). The County shall not use any other portions of the Property, other than the Easement Areas, without Grantor's prior written consent, which may be withheld in its sole discretion. The County may allow its agents, consultants, contractors, their subcontractors, and other representatives (collectively, the "**County Related Parties**") to utilize the rights granted to the County under this Agreement for the purposes set forth herein, provided that the County shall be responsible for ensuring that all County Related Parties comply with the terms and conditions of this Agreement.

2.2 Term. The County's right to use the Property under this Agreement pursuant to the Easements shall commence upon the Effective Date and automatically terminate the earlier of (a) six (6) years after completion of the WWTP (indicated by issuance of a primary operating permit for the WWTP from the Florida Department of Environmental Protection (or a substantially equivalent governmental authorization to operate the WWTP)); or (b) December 31, 2030 at 11:59 PM (the "**Term**"). The Term may be extended by either Party one (1) time, by four (4) additional years (the "**Extension Term**"), but only as necessary to complete construction of the deep injection well referenced in Recital C above so that the WWTP can commence independent operations. Such four (4) year extension may be elected by either Party in such event by written notice to the other Party given at least ninety (90) days before the expiration of the initial Term. The County shall use all commercially reasonable efforts to complete construction of the deep injection promptly and within the time periods set forth above. If for any reason such deep injection well is not completed and operational by the end of any extended Term, the Parties shall meet to consider any further extension that might be necessary. No further extension shall be had unless agreed upon in writing by both Parties. In no event, however, shall the County have any right to extend the Term if the County is then in default under this Agreement.

2.3 Consideration. In consideration of the foregoing Easements, the County shall pay Grantor the annual sum of Nineteen Thousand Dollars (\$19,000) (One Hundred Dollars (\$100.00) per acre) included within the Spray Field Easement Area ("**Annual Payment**"). During the Extension Term, the Annual Payment shall be the sum of Twenty-Two Thousand Forty Dollars (\$22,040) (One Hundred Sixteen Dollars (\$116) per acre). The County shall make the first advance Annual Payment for the first year of the Term the earlier of (a) the first day of the next calendar month that is at least three (3) business days after the completion of the WWTP (as described in Section 2.2, above); or (b) January 1, 2025. The County shall make all future Annual Payments on each following anniversary of the first Annual Payment during the Term, including any extension thereof. There shall be no additional payments required for the County's associated use of the Access Roads and Pipeline Easement Area hereunder.

3. Work.

3.1 Plans and Specifications. Prior to commencing any construction activities on any of the Easement Areas, or any installation or material modification of the Spray Field, the Pipeline or any related facilities, appurtenances or component parts thereof, including any groundwater monitoring wells and other systems installed in connection with the Spray Field (collectively, the "**Utility System**" and construction, installations, or material modifications thereof, the "**Construction Work**"), the County shall submit to Grantor for its prior written approval proposed plans and specifications detailing all aspects of the construction activities or components of the Utility System to be then installed or materially modified, including the type and location of each component to be installed or materially modified, and providing a detailed construction or modification plan (as applicable) and a schedule for the proposed work (the "**Plans and Specifications**"). The County shall construct the Utility System in two segments to match effluent disposal with the number of NFMIP customers, as generally contemplated under that certain Land Application Engineering Report concerning the NFMIP prepared by Jones Edmunds in June of 2021 (the "**JE Report**"). Upon completion of any Construction Work, the County shall provide Grantor with an as-built survey or other type of mutually acceptable plans showing all new or modified as-built components of the Utility System or other completed construction on the Easement Areas. Notwithstanding the above, the County may complete minor modifications of the Utility System (collectively, "**Minor Modification Work**") and may make minor deviations from approved Plans and Specifications without Grantor's prior written approval; provided, however, that if the County ever reasonably doubts whether any proposed modifications or deviations are minor, the County shall inquire with Grantor before proceeding with such work.

3.2 Maintenance and Monitoring. At least thirty (30) days prior to commencing any use or operation of the Utility System after the initial construction thereof, the County shall submit to Grantor for its review a detailed operations, maintenance, and monitoring plan for the Utility System, which shall at a minimum: (a) address appropriate maximum design capacities and average daily flows, (b) include a schedule of periodic inspections, (c) incorporate all conditions and requirements of any Approvals issued in connection with the Utility System, including the primary operating permit from the Florida Department of Environmental Protection ("**DEP**") and any Groundwater Monitoring Plan that may be approved in connection with any applications for said Approvals (otherwise, propose a groundwater monitoring plan), (d) address appropriate thresholds and maximums for discharge, chemicals (e.g., nitrogen), and other waste products discharged, produced by, or used in connection with the Utility System, and (e) emergency

procedures and plans (including shut-down procedures and clean-up plans) in the event of an unforeseen event or malfunctioning of the Utility System (the “**O&M Plan**”). The foregoing are minimum requirements of any O&M Plan. The Parties agree that the County may submit DEP’s minimum O&M requirements as the O&M Plan hereunder, which the Parties agree will be presumptively sufficient to satisfy the foregoing. Notwithstanding the foregoing, however, Grantor may from time to time require any reasonable additional information, inspections, monitoring, procedures or other components it selects to add to such minimum O&M Plan with respect to (x) any emerging contaminants (*e.g.*, PFAS, PFOA, PFOS, PBDE, PFBS), (y) any matters that were not specifically addressed in the final permit issued by DEP for the installation and operation of the WWTP and Spray Filed, and/or (z) any circumstances that have changed or new data, research or other understandings that may have emerged since DEP’s issuance of such final permit. Such additional requirements may be added by Grantor upon notice delivered to the County and shall become a part of the O&M Plan to be adhered to hereunder thirty (30) days after the County’s receipt of such notice. In all events, the periodic inspections and monitoring shall be performed by private independent contractors that are qualified and experienced in such matters (and otherwise reasonably approved by the Parties) or inspectors appointed by any federal, state, or local government body having jurisdiction over the operation of the Utility System (“**Inspectors**”).

The County agrees to: (i) operate and monitor the Utility System in strict accordance with such O&M Plan as amended from time to time, (ii) provide Grantor with copies of all periodic reports and results concerning the monitoring and testing performed under the O&M Plan, and (iii) perform all maintenance, repair, or other work recommended by any Inspector, called for in the O&M Plan, or that otherwise becomes necessary or appropriate. Notwithstanding any of the above, if Grantor has a good faith reason to suspect that the Utility System is not functioning properly and may cause a material issue, then regardless of any set monitoring or testing schedule set forth in the O&M Plan, Grantor may require that Grantee promptly perform at its cost such inspections or other testing as may be appropriate to determine if any such issue exists. All operations, maintenance, and monitoring work performed hereunder is referred to herein as the “**O&M Work**” (and, all O&M Work together with all Construction Work and all Minor Modification Work, collectively, “**Work**”).

3.3 General Work Requirements. The County shall be solely responsible for timely paying for all Work that the County or any County Related Parties perform. If any third party files any lien against the Property in connection with any Work done by or on behalf of the County, the County shall promptly bond off or cause the release of such lien at its sole cost and expense. All contractors and consultants hired by the County to perform any Work hereunder, and all of their subcontractors, must be appropriately licensed, bonded, and insured in the State of Florida and all persons performing any Work hereunder by or on behalf of the County (whether a County employee or County Related Party) must be reputable and experienced in the type of work they are performing hereunder. Further, if any Work is required or recommended to be supervised by a geologist, engineer, or other professional pursuant to any Legal Requirement (as defined below), any Approval (as defined below), or any technical or consulting reports prepared or submitted in connection with any Approval (including but not limited to the JE Report), the County shall engage such a professional at its sole cost and expense to supervise such Work. The County shall ensure that all Work performed by or on behalf of the County is performed in a diligent, good and workmanlike manner, and in material accordance with any corresponding approved Plans and

Specifications, the approved O&M Plan (as the same may be updated), and all Approvals and Legal Requirements.

4. Approvals. The County shall, at its expense, be responsible for obtaining all approvals and permits (collectively, the “**Approvals**”) from all governmental authorities or quasi-governmental authorities necessary to permit any Work and the development and operation of the Utility System, including but not limited to all permits and approvals required from the DEP and any other federal, state, county or local political subdivision, agency, board or similar body. In all cases, the County shall be the operator, permit-holder and responsible party for all Approvals. The County shall provide to Grantor for its review and written approval copies of all applications, permit forms, plans, or similar documents which the County intends to submit related to the Approvals prior to submission, provided that if Grantor has not provided its approval, conditional approval, or denial within 15 days after receipt of each such document(s), they will be considered approved by Grantor. The County shall not materially change any applications, plans, or similar documents previously submitted for review without additional approval from Grantor. Upon approval by Grantor, the County may submit the same to the appropriate governmental authority and shall keep Grantor apprised of the status of approval and permit processing. The County shall provide to Grantor copies of all issued Approvals promptly upon the County’s receipt thereof.

5. Effect of Reviews. Notwithstanding any review, comment, or approval hereunder by Grantor concerning any Plans and Specifications, the O&M Plan, or any applications, plans, or similar documents submitted in connection with any Approvals, Grantor shall not in any way or for any reason ever be responsible for any defects in, missing information from, failures to address, or otherwise faulty aspects of any Plans and Specifications, the O&M Plan, or any Approvals or any defective construction or operation related to the Utility System or within the Easement Areas, and the County hereby releases Grantor from any and all such liability. No such acts by Grantor shall relieve the County from having sole responsibility for complying with (and causing the County Related Parties to comply with) all Plans and Specifications, the O&M Plan, all Approvals, all Legal Requirements, and all other matters concerning the construction, installation, and operation of the Utility System by or on behalf of the County.

6. Activities of County.

6.1 Legal Requirements; Other Limitations. The County agrees that the County and County Related Parties shall comply with all current and future Approvals, any other permits and approvals, all recommendations contained within any technical reports, inventories, site assessments, and similar professional opinions upon which the Approvals or any other permits and approvals are based (including but not limited to the JE Report), and all laws, rules, regulations, court orders, and binding covenants affecting the Property (collectively, the “**Legal Requirements**”) in connection with the use and operation of the Utility System and the Easement Areas, including, without limitation, all those promulgated by DEP and all others respecting the environment, health and/or safety. The County shall take all actions necessary to properly restrict public access to the Spray Field, which may include fencing, signage, and similar precautions.

6.2 Road Rules. The County shall not improve, remove or otherwise modify any of the Access Roads without first obtaining Grantor’s prior written consent. The County shall keep all gates that are or may be installed on the Access Roads closed and locked, except as may

be permitted by Grantor from time to time. Neither the County nor any County Related Party shall drive with excessive speed on the Access Roads nor obstruct, interfere with or prevent use of the Access Roads. Grantor shall have the right to adopt other reasonable rules and regulations concerning use of the Access Roads, including rules concerning restrictions on weight, speed limits, frequency of use, and use during adverse weather and fire conditions, and the County shall comply with and ensure that the County Related Parties comply with all of the same. In no event shall use of any Access Roads be restricted hereunder in such a manner as to unreasonably interfere with or limit the County's ability to efficiently and expeditiously complete any Work pursuant to this Agreement. If the County or any County Related Party damages the Access Roads, the County shall cause the same to be repaired at its or any County Related Party's sole cost and expense.

6.3 Operations at the Property. Other than conducting the spray field use in accordance with the terms of this Agreement, the County shall not damage or allow the Property to be damaged in connection with the County's use of the Easement Areas and shall promptly repair at its cost any such damage to the Property caused by the County or any County Related Parties. Without limiting the generality of the foregoing, the County shall be responsible at its cost for cleaning up all inadvertent overland flow that may occur outside of the Spray Field Easement Area as a result of the County's operation of the Utility System hereunder. The County shall conduct and shall be sure that all County Related Parties conduct, all operations, Work, and other activities under this Agreement in a manner that does not materially damage, degrade, or otherwise adversely affect the wetlands, wildlife, surface water or groundwater at, on, or under the Property or any lands within the vicinity. Grantor shall take all reasonable steps to protect such wetlands, wildlife, surface water and groundwater, including but not limited to maintaining all buffer areas around such wetlands and wildlife habitat areas as may be required by any Approvals or Legal Requirements or as may be otherwise recommended by any professional reports obtained by the County in connection with the Utility System or any Approvals therefor (including the JE Report). For purposes of managing this paragraph and the other similar provisions of this Agreement, the County shall take at its cost initial soil samples and sample all new monitoring wells installed as part of the Utility System hereunder, according to methods and procedures reasonably approved by Grantor in advance, and analyze the samples for the contaminants reasonably specified by Grantor, before the start of effluent disposal operations at the Property in order to characterize and establish a baseline condition for the existing soils and groundwater quality.

6.4 Shut-Downs. If at any time during the Term, Grantor, the County, DEP or any Inspector determines that the Utility System is at any time not functioning properly, is producing effluent not meeting the standards set forth in any Approval, Legal Requirement, O&M Plan or the terms of this Agreement, or is otherwise creating a hazard or danger to the Property, surrounding lands, human health or the environment, then the Party first learning about the issues shall immediately notify the other Party. In all such cases, the County shall immediately shut down the Utility System until repairs, upgrades, or other modifications can be made in a manner that adequately addresses all concerns of Grantor, the County, DEP or any Inspector.

6.5 Servicing Other Lands. The County may use the Utility System under this Agreement to service property(ies) outside the NFMIP. However, the connection of any such off-site property(ies) shall not be permitted to impair the primary function of the Utility System to serve the NFMIP, regardless of when service was first provided to any off-site or NFMIP

property(ies). Any such impairment shall be resolved by the County immediately discontinuing service to off-site properties as required to restore service to any and all NFIMP properties requiring same.

7. Hazardous Substances. The County shall not and will not permit any County Related Party to use any Hazardous Substances on the Property, other than effluent discharged in strict accordance with and at all times below the thresholds authorized in the O&M Plan, all Approvals (including the primary operating permit from DEP), all Legal Requirements, and the terms of this Agreement. As used herein, the term "**Hazardous Substance**" means any substance, material, waste, pollutant or contaminant now or hereafter defined, regulated, or designated as a hazardous or toxic waste, material, substance, contaminant, or other pollutant by any federal, state, or local law, statute, regulation, ordinance or order presently or hereafter in effect pertaining to human health, natural environment, or environmental conditions, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, and any similar state or local laws, as such statutes, regulations, ordinances or orders may be amended from time to time. For purposes of this Agreement, Hazardous Substances also includes any substance, material, waste, pollutant or other emerging contaminant (e.g., PFAS, PFOA, PFOS, PBDE, PFBS) that may not yet be specifically defined, regulated, or designated as hazardous or toxic by any or all federal, state or local law, but which demonstrates similar toxicity, corrosivity, ignitability, reactivity, or other dangerous characteristics as those that are currently defined, regulated or designated by federal, state, or local law. In all events the County shall not use the Property in any way that could be a danger to human health or safety. The County shall notify Grantor if the County learns of any unpermitted or otherwise dangerous discharge, disposal, release, or leak of Hazardous Substances on or around the Property caused or permitted by the County, any County Related Party or the Utility System. If the County, any of its employees, any County Related Party or the Utility System discharge, dispose of, or release any Hazardous Substances in connection with this Agreement and Grantor is later forced by any governmental agency, court order, or settlement arrangement with any party to clean-up, remediate, or remove the same, then regardless of whether the Hazardous Substance may have been previously allowed hereunder or under any Approval or Legal Requirement, the County shall take at its sole cost and expense (or cause the responsible County Related Party to take) all necessary and appropriate actions to clean-up, remediate, and remove such Hazardous Substances. In no event shall the County cause or permit (or allow any County Related Party to cause or permit) the use of any products containing glyphosate on or around the Property. This Section 7 shall survive expiration or sooner termination of this Agreement.

8. Timber. The County agrees not to cut, remove, damage, kill, or destroy any of the planted pine or other timber, whether merchantable or pre-merchantable, located on the Property (collectively, "**Timber**"), and the County shall not permit any County Related Party to do so, except to the extent as may be specifically approved by Grantor in writing in Grantor's sole and absolute discretion. If the County or any County Related Party cuts, removes, damages, kills or destroys any of the Timber located on the Property without Grantor's written consent, Grantor will suffer damages that are difficult or impossible to ascertain. The Parties agree that the table set forth on **Exhibit "F"** is a reasonable estimate of Grantor's damages in such event and not a penalty (the "**Liquidated Damages**"). The Liquidated Damages are expressed on an acreage basis and shall be prorated, as reasonably determined by Grantor, for any partial acres impacted by the County's activities. If the County or any County Related Party cuts, removes, damages, kills or destroys

any of the Timber located on the Property in violation of this Section 8, then the County shall pay Liquidated Damages to Grantor upon demand by Grantor. Without limitation of the generality of the foregoing, Liquidated Damages shall specifically apply if the spray field use or the operation of the Utility System kills or damages any Timber or renders any of it unmerchantable, as reasonably determined by Grantor. This provision shall survive expiration or sooner termination of this Agreement.

9. “As Is” Condition. The County acknowledges that all of the Property is currently used for logging, forestry and other industrial purposes and is maintained only to standards required for such use. The portions of the Property to be used by the County for the purposes stated in this Agreement are delivered to and accepted by the County in their “As Is, Where Is, With All Faults” condition and without any warranty or representation, express or implied, as to current or future condition or suitability of the Property or any part of it for the County’s purposes, whatsoever. The County assumes all risks of personal injury or property damage to the County, all County Related Parties, and all of their employees, officers, agents, invitees, and other representatives with respect to the exercise of the rights granted in and the actions of such parties taken under this Agreement.

10. Grantor’s Retained Rights. Grantor retains the right, for itself and any Grantor Related Parties (defined below), to use the Easement Areas in any manner which does not materially interfere with the County’s Spray Field use and other rights granted herein; provided, however, that Grantor shall not harvest any timber from the Spray Field Easement Area (except as provided below) until after the Utility System has been decommissioned in accordance with Section 19.2. Grantor further specifically reserves the right, for itself and any Grantor Related Parties, to enter the Easement Areas to inspect and manage timber, to remove downed or hazardous timber and to use and cross over the Access Roads for ingress and egress, utilities, and any other purposes not inconsistent with this Agreement. As used herein, “Grantor Related Parties” means Grantor’s subsidiaries and affiliates and Grantors’ and all of their agents, contractors, licensees, invitees, assigns and other representatives. Grantor may grant to third parties, including the Grantor Related Parties, any of the rights reserved by Grantor herein, provided that use by such parties shall be subject to the terms and conditions of this Agreement. The County shall not obstruct the Easement Areas or interfere with Grantor’s or the Grantor Related Parties’ other uses of the Easement Areas that are not inconsistent with this Agreement. Any utility improvements constructed by the County that cross or otherwise affect the Access Roads shall be buried below the surface of the ground at a depth that will not interfere with Grantor’s or any Grantor Related Parties’ use of or access to the Easement Areas.

11. Assignment or Sublease. The County may freely assign this Agreement to a successor public utility owned and operated by a dependent special district of the County, or a successor public utility owned and operated by an independent special district of the State of Florida. Otherwise, the County shall not assign the Agreement or any right or interest of the County hereunder or sublease or sublicense the right of use to all or any portion of the Property without first obtaining Grantor’s prior written consent, which may be withheld in Grantor’s sole and absolute discretion. Any attempted prohibited assignment, sublease or sublicense without Grantor’s prior written consent shall be void ab initio.

12. Indemnity; Release.

12.1 By the County. To the fullest extent permitted by law, the County agrees to indemnify, defend, hold harmless and release Grantor from and against any and all claims, actions, damages, liabilities, costs or expense, including, without limitation, those arising from bodily injury or death (collectively "**Claims**"), or in any manner related to the use of the Property by the County, its employees, and the County Related Parties under this Agreement, except to the extent that any Claims are caused by the gross negligence or willful misconduct of Grantor or any Grantor Related Party. Notwithstanding any of the above, the foregoing indemnity obligations are made by the County subject to applicable limitations on the County's tort liability as set forth in Florida Statute Section 768.28. This paragraph shall survive the expiration or sooner termination of this Agreement.

12.2 By Contractors. If the County hires any third-party consultants or contractors and/or such consultants and contractors hire any subcontractors to perform work under this Agreement, the County shall require that its contracts with such consultants and contractors, and their contracts with their subcontractors, include a provision that such consultant, contractor, or subcontractor agrees to indemnify, defend, hold harmless and release Grantor from and against any and all Claims arising from or in any way related to the use of the Property under this Agreement by such consultant, contractor, or subcontractor, their applicable employees, agents and others otherwise entering or using the Property by, through or under such consultant, contractor or subcontractor hereunder, except to the extent that any Claims are caused by the gross negligence or willful misconduct of Grantor or any Grantor Related Party. Each such provision shall expressly state that it survives expiration or sooner termination of the respective contract. Before entering the Property hereunder, Grantor may request to review any such contracts to ensure compliance with this section and the County shall provide the same.

13. Insurance. The County agrees that it, and such of its third-party contractors and their subcontractors who shall conduct activities on the Property, shall each maintain at their sole cost and expense the following types of insurance at all times during the Term, which insurance shall be in forms and with companies reasonably acceptable to Grantor:

Comprehensive general liability insurance policies (including contractual liability coverage) having coverage limits of not less than Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and in the aggregate for bodily injury and property damage, which shall specifically include "Broad Form Property Damage" coverage;

Automobile liability insurance covering owned, hired and non-owned vehicles (including the "pollution from autos endorsement") having coverage limits of at least One Million and No/100 Dollars (\$1,000,000) per accident;

For all professionally licensed contractors and subcontractors, professional liability insurance having coverage limits of not less than Two Million and No/100 Dollars (\$2,000,000.00) per claim and in the aggregate; and

If applicable, state or private industrial accident insurance covering the applicable party and its employees, which shall fully comply with state and federal employment and workers' compensation laws, and employer's liability insurance covering the party and all of its employees having limits of Five Hundred Thousand and No/100Dollars (\$500,000) each accident and disease per employee.

All insurance of the County or its contractors and their subcontractors shall be primary, exclusive of any coverage carried by Grantor (including any self-insurance), and shall be exhausted first notwithstanding that Grantor may have other valid and collectible insurance covering the same risk. Each policy shall name Grantor as an additional insured and shall each waive rights of subrogation against Grantor. Proof of such insurance coverages shall be provided to Grantor prior to the County or its contractors or their subcontractors commencing activities on the Property. Each policy shall contain an endorsement requiring thirty (30) days' written notice from the insurance company to Grantor before cancellation or any change in the coverage, scope or amount of the policy and, if any insurer will not provide such an endorsement, then the applicable party shall immediately notify Grantor if any such cancellation or change in coverage occurs. Nothing herein contained shall limit the County's or any of its contractors' or their subcontractor's obligations to Grantor under this Agreement as to the scope or the amount of the insurance coverage.

The provisions of this Section 13 shall survive the termination or expiration of this Agreement, for a period not to exceed six (6) years.

14. Events of Default. The County's or any County Related Party's failure to observe, keep or perform any of the terms, covenants, agreements or conditions of this Agreement shall constitute an event of default under this Agreement. Should an event of default be discovered by either Party, the discovering Party shall notify the other of the alleged default and the defaulting Party shall first have ten (10) calendar days to correct the default condition or otherwise satisfy the non-defaulting Party that no default has occurred before any remedies may be pursued hereunder. Upon the occurrence of any event of default by the County or any County Related Party (and after the foregoing notice and cure period), Grantor shall have all rights and remedies as are available at law or in equity for such default, including, without limitation, the right to terminate this Agreement. Upon any such default, Grantor shall specially have the right, with or without terminating this Agreement, to recover from the County any damages incurred by Grantor related to such defaults, which may include, without limitation, any costs incurred by Grantor related to any violation this Agreement by the County. The County specifically agrees to pay Grantor, upon demand, any and all costs resulting from any environmental liability or property damage caused by the County or any County Related Party, including but not limited to the costs of remediation, attorneys' fees, and consultants' costs. No pursuit of any remedy herein provided shall constitute a forfeiture or waiver of any other remedies.

15. Attorneys' Fees. In the event of litigation arising to enforce this Agreement, the substantially prevailing Party in such action will be entitled to collect reimbursement from the other Party for the reasonable actual fees of attorneys and court costs in connection with the action.

16. Nature of Easement. In no event shall this Agreement constitute a lease or effect the grant or creation of any leasehold estate in the Property. This Agreement is intended and shall

be construed as granting a mere easement or right of use in the Property. Further, Grantor does not warrant the title to the lands traversed by the Easements and shall have no liability of any kind to the County in the event of the failure of said title; all implied warranties of title that may be had by the grant of Easements made herein are hereby disclaimed. The grant of each Easement hereunder is also subject to all existing easements, servitudes, rights of way, mineral leases, covenants and other encumbrances or conditions either of record or on the ground apparent that an accurate survey or inspection of the Property would reveal. The County may obtain any title report that it wishes concerning the Property to confirm the state of title or to determine the suitability of title to the Property for the County's purposes set forth herein.

17. Effect of Agreement. The covenants and agreements herein contained, shall bind, and the benefits and advantages hereof shall inure to the respective heirs, legal representatives, successors and permitted assigns of the Parties hereto. This Agreement constitutes a contract under the laws of the State of Florida, and shall be construed according to the laws thereof. Invalidation of any provision of this Agreement by judgment or court order will not affect any other provision, all of which remain in full force and effect. This Agreement represents the entire agreement between the Parties with respect to the subject matters hereof, and supersedes all other prior agreements, representations, and covenants, oral or written. This Agreement may not be amended or modified except in writing signed by the Parties hereto. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. This Agreement has been negotiated at arm's length by Grantor and the County, and the Parties mutually agree that for the purpose of creating the terms of this Agreement, neither Party shall be deemed responsible for the drafting thereof, nor shall any interpretative presumption be used against either Party in construing the terms of this Agreement.

18. Terms of Utility Service Agreement. While the Parties are hopeful that a Utility Service Agreement will be agreed upon, the terms and conditions thereof must be acceptable to both Parties in their sole and absolute discretion, and the Parties are not obligated to enter into the Utility Service Agreement. In addition, neither Party is obligated to continue negotiating the Utility Service Agreement and either Party may cease negotiations at any time..

19. Expiration or Termination of Agreement.

19.1 Expiration and Termination. Either Party may terminate this Agreement and the Term at any time by written notice to the other Party if (i) the Parties officially terminate negotiations of the Utility Service Agreement or the Utility Service Agreement is later terminated, after commencing the Spray Field use on the Property, the County thereafter ceases using the Property as a Spray Field, or (ii) the County fails to obtain any Approvals required to operate the Utility System as contemplated, or (iv) after obtaining the Approvals, the Approvals thereafter expire such that the County no longer has the right to conduct the Spray Field use, or (v) the County establishes a permanent operating WWTP and deep injection well for a public access reuse system at the NFMIP. Any such early termination of the Term and this Agreement shall be effective on the date that is forty-five (45) days after delivery of the written notice of termination. Upon expiration or earlier termination of this Agreement, Grantor and the County shall not have any further rights or obligations under this Agreement, except for those that survive termination under

this Agreement and except for any violation of this Agreement related to the period of time prior to such termination. Upon any expiration or earlier termination of this Agreement, Grantor shall have the unilateral right to record a written confirmation of the termination of this Agreement, which shall be dispositive for all purpose. Without limitation of the immediately foregoing sentence, if requested by Grantor, the County shall execute and deliver to Grantor a recordable document confirming the termination of this Agreement.

19.2 Surrender and Return Requirements. Upon expiration or any earlier termination of the Term, except as may be otherwise authorized or requested by Grantor, the County shall remove all parts of the Utility System from all Easement Areas and remove all related equipment, fencing, vehicles and other personal property of the County or any County Related Party from all Easement Areas. The County shall also fully decommission the Utility System at such time in compliance with all Approvals and Legal Requirements. Further, unless otherwise authorized by Grantor, the County shall take all additional actions necessary to repair all damage to all Easement Areas or any portion of the remainder of the Property caused by the County, any County Related Party or the Utility System, and the County shall return all Easement Areas to Grantor in generally the same condition as existed on the Effective Date. All removal, decommissioning, and surrender activities required under this paragraph shall be performed at the sole cost and expense of the County. This paragraph shall survive any expiration or termination of this Agreement for a period of two (2) years.

19.3 Ongoing Monitoring. If any applicable Approval or Legal Requirement requires that the Utility System or Spray Field Easement Area continue to be monitored after expiration or sooner termination of this Agreement, or if Grantor requires the same for a reasonable period after such expiration or termination, the County shall have the right to extend the Term hereof by written notice given to Grantor for the sole purpose of operating, maintaining, monitoring, and ultimately removing any monitoring wells and related facilities that were previously installed as part of the Utility System (or installing new monitoring devices if approved by Grantor in advance), but for no other purpose. All other applicable terms and conditions of this Agreement shall apply to any such extension period. Any such extension shall be for only that period of time required by the applicable Approval, Legal Requirement or Grantor and the County's notice shall specify the same.

20. Notices. All notices required or desired to be given under this Agreement shall be in writing and either be (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx, UPS or similar overnight service, or (d) sent via electronic mail, so long as notice is also provided promptly thereafter through either method (a), (b) or (c) as herein described. All notices shall be addressed to the Party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx, UPS or similar overnight service depository, or (iv) upon transmission by sender if sent via electronic mail (provided that said email is sent before 5:00 pm EST, otherwise receipt shall be deemed on the next business day). All notices shall be delivered or sent prepaid by the sender and shall be addressed as follows:

The County: Office of the County Manager  
135 NE Hernando Avenue, Suite 203  
Lake City, Florida 32055  
Attn: David Kraus  
Telephone No.: (386) 755-4100  
E-Mail: david\_kraus@columbiacountyfla.com

*Copy To:* Grady H. Williams, Jr., LL.M., Attorney  
1543 Kingsley Ave., Ste.5  
Orange Park, FL 32073  
Telephone No.: (904) 264-8800  
E-Mail: grady@floridaelder.com

Grantor: Weyerhaeuser Company  
13005 SW 1<sup>st</sup> Road, Suite 241  
Newberry, FL 32669  
Attn: Greg Galpin  
Telephone No.: (352) 415-4532  
E-Mail: [REDACTED]

*Copy To:* Weyerhaeuser Company  
220 Occidental Avenue South  
Seattle, WA 98104  
Attn: Senior Legal Counsel

21. Exhibits. This Agreement includes the following exhibits which are fully incorporated herein by reference: **Exhibits "A"** (Property), **Exhibit "B"** (Spray Field Easement Area), **Exhibit "C"** (Pipeline Easement Area), **Exhibit "D"** (Map of Easement Areas – Spray Field Easement Area and Pipeline Easement Area), **Exhibit "E"** (Access Roads), and **Exhibit "F"** (Liquidated Damages).

{Signatures commence on following page.}

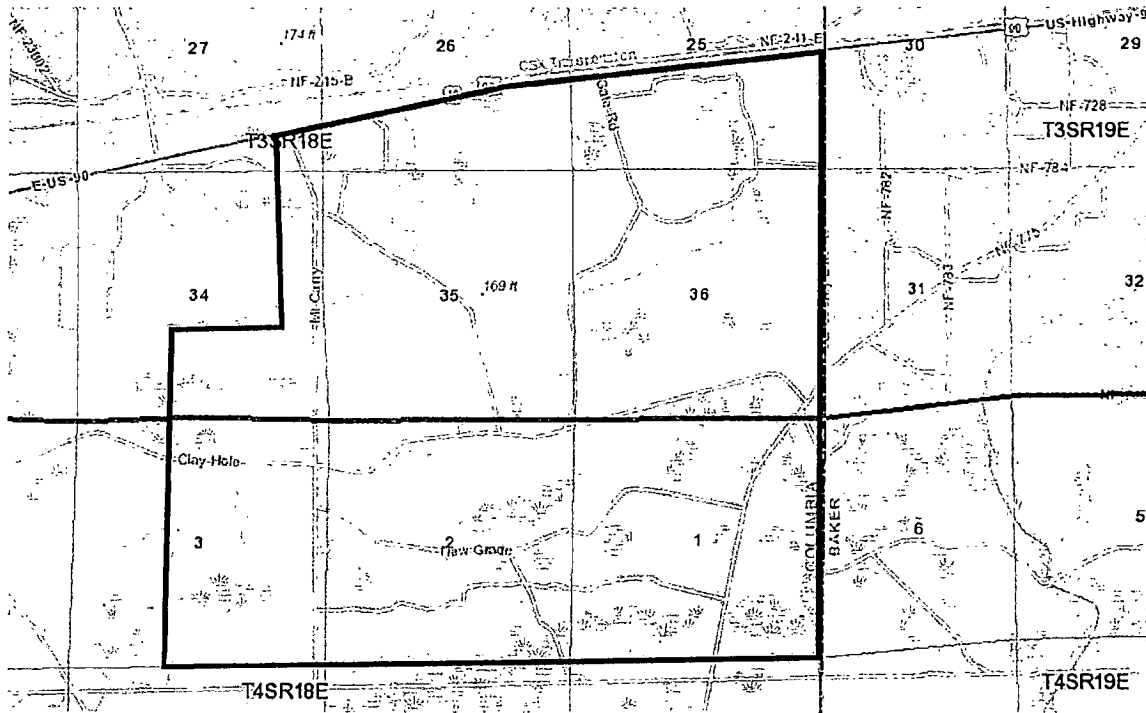




**EXHIBIT "A"**

**PROPERTY: Overall Description and Depiction**

(Not a description or depiction of the specific Easement Areas, which are on following exhibits)



Tax Parcel ID	Owner's Name	Acreage	ShortDesc
01-4S-18-10343-000	WEYERHAEUSER COMPANY	640	ALL 618-693, 905-2653, QC 937-2588, 1328-2440, 1330-495,
02-4S-18-10344-000	WEYERHAEUSER COMPANY	640	ALL DB 72 - PG 393, 120-290, 173-454, 618-693, 646-779, 905-2653, QC 937-2588, WD 1036-1405, WD 1128-2093, PR 1143-2058, WD 11
03-4S-18-10345-000	WEYERHAEUSER COMPANY	400	ALL, EX THE WEST 2000 FT DESC IN LTD WD 1228-735. DB 72 - PG 393, 120-290, 173-454, 618-693, 646-779, 905-2653, QC 937-2588, WD
25-3S-18-10304-000	WEYERHAEUSER COMPANY	269	ALL S OF US-90. 618-693, 905-2653, QC 937-2588, 1328-2440,
26-3S-18-10306-000	WEYERHAEUSER COMPANY	183.3	E1/2 OF SW1/4 & SE1/4 ALL LYING S OF US-90 & SW1/4 OF SW1/4, EX RD R/W. 44-355, 324-155, 618-693, 905-2653, 937-2588, 1328-2440,
27-3S-18-10308-000	WEYERHAEUSER COMPANY	20.4	ALL LYING S OF US-90, EX A PARCEL OF LAND DESC IN ORB 725-041 & EX A SMALL TRIANGULAR PARCEL DESC IN ORB 815-1299, 905-2653, QC
34-3S-18-10339-000	WEYERHAEUSER COMPANY	213.41	ALL, EX A PARCEL OF LAND DESC ORB 725-41 & EX APPROX 26.90 AC DESC ORB 815-1299 & EX 39.79 AC DESC ORB 843-751 & EX THE WEST 200
35-3S-18-10340-000	WEYERHAEUSER COMPANY	641	ALL 618-693, 905-2653, QC 937-2588, 1328-2440,
36-3S-18-10341-000	WEYERHAEUSER COMPANY	639	ALL 324-156, 618-963, 905-2653, QC 937-2588, 1328-2440,

3,646.11

**EXHIBIT "B"**

**SPRAY FIELD EASEMENT AREA: Description (Approx. 190 acres)**

A PORTION OF SECTION 34 AND 35, TOWNSHIP 3 SOUTH, RANGE 18 EAST, COLUMBIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 18 EAST; THENCE NORTH 88°26'47" EAST, ALONG THE NORTH LINE OF SAID SECTION 35, 1605.94 FEET; THENCE SOUTH 4°56'08" EAST, 935.94 FEET; THENCE SOUTH 0°24'59" WEST, 1675.54 FEET; THENCE NORTH 72°51'23" WEST, 49.97 FEET; THENCE SOUTH 74°58'20" WEST, 56.81 FEET; THENCE SOUTH 52°52'04" WEST, 115.17 FEET; THENCE SOUTH 12°53'30" WEST, 81.63 FEET; THENCE SOUTH 7°46'06" EAST, 194.18 FEET; THENCE SOUTH 23°32'02" WEST, 82.87 FEET; THENCE SOUTH 63°07'41" WEST, 273.29 FEET; THENCE SOUTH 86°36'24" WEST, 300.53 FEET; THENCE NORTH 79°29'46" WEST, 182.43 FEET; THENCE SOUTH 88°18'19" WEST, 525.47 FEET; THENCE SOUTH 64°11'21" WEST, 150.62 FEET; THENCE SOUTH 44°45'27" WEST, 87.12 FEET; THENCE SOUTH 47°53'49" WEST, 174.05 FEET; THENCE SOUTH 1°04'56" EAST, 268.63 FEET; THENCE SOUTH 60°56'40" WEST, 100.4 FEET; THENCE SOUTH 87°42'56" WEST, 238.63 FEET; THENCE NORTH 70°54'20" WEST, 492.23 FEET; THENCE NORTH 1°31'59" WEST, TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 927, PAGE 581 OF COLUMBIA COUNTY, FLORIDA, 89.58 FEET; THENCE CONTINUE NORTH 1°31'59" WEST, ALONG THE EAST LINE OF DESCRIBED LANDS, 2402.08 FEET; THENCE NORTH 73°10'53" EAST, 528.39 FEET; THENCE NORTH 3°33'10" EAST, 231.23 FEET; THENCE NORTH 34°16'55" WEST, 188.12 FEET; THENCE NORTH 85°13'22" WEST, TO SAID EAST LINE, 431.05 FEET; THENCE NORTH 1°31'59" WEST, ALONG SAID EAST LINE TO A POINT ON THE NORTH LINE OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 18 EAST, 422.7 FEET; THENCE NORTH 88°26'47" EAST, ALONG THE NORTH LINE OF SAID SECTION 34, 1000.26 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "C"**

**PIPELINE EASEMENT AREA: Description (Approx. 15' wide strip)**

THAT PORTION OF THE FOLLOWING 15 FOOT WIDE EASEMENT LAYING IN TAX PARCEL 34-3S-18-10339-000.

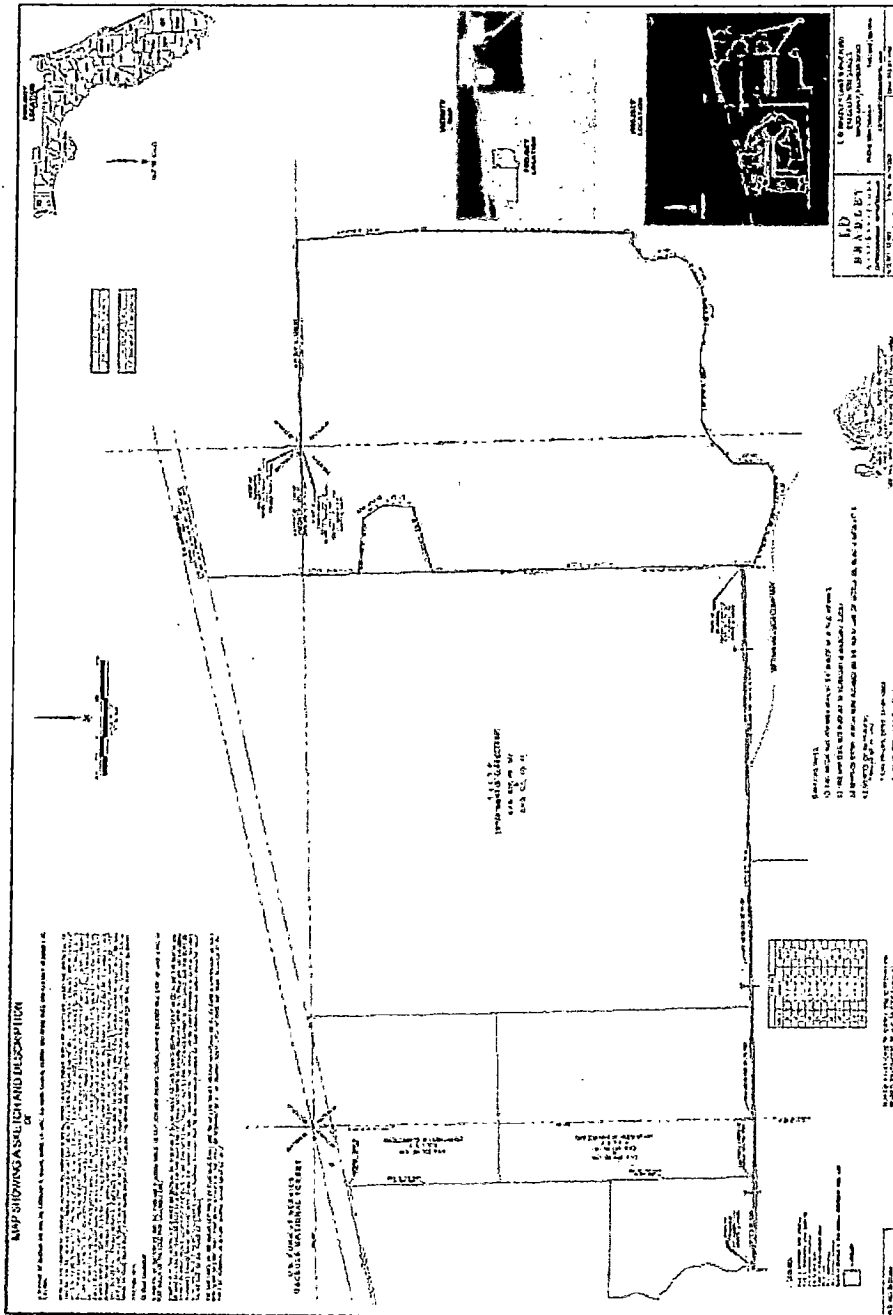
THAT PORTION OF SECTION 33 AND SECTION 34, TOWNSHIP 3 SOUTH, RANGE 18 EAST, COLUMBIA COUNTY, FLORIDA, BEING A 15 FOOT WIDE STRIP OF LAND LYING 15 FEET SOUTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 18 EAST; THENCE SOUTH 88°26'47" WEST, ALONG THE NORTH LINE OF SAID SECTION 34, 1000.26 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 927, PAGE 581 OF COLUMBIA COUNTY, FLORIDA; THENCE SOUTH 01°31'59" EAST, ALONG SAID EAST LINE, 3400.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND THE POINT OF BEGINNING; THENCE SOUTH 88°27'22" WEST, ALONG THE SOUTH LINE OF SAID LANDS AND ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 844, PAGE 1596 OF COLUMBIA COUNTY, FLORIDA, 4757.92 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 89°58'49" WEST, 700.89 FEET TO THE POINT OF TERMINUS;

THE SIDE LINES OF THE ABOVE DESCRIBED 15 FOOT WIDE STRIP, ARE TO BE LENGTHENED AND/OR SHORTENED SO AS TO FORM A CONTINUOUS 15 FOOT WIDE STRIP OF LAND, SAID STRIP BEING BOUNDED AT THE POINT OF BEGINNING BY A LINE BEARING SOUTH 01°31'59" EAST, AND BEING BOUNDED AT THE POINT OF TERMINUS BY A LINE BEARING SOUTH 00°01'11" WEST.

**EXHIBIT "D"**

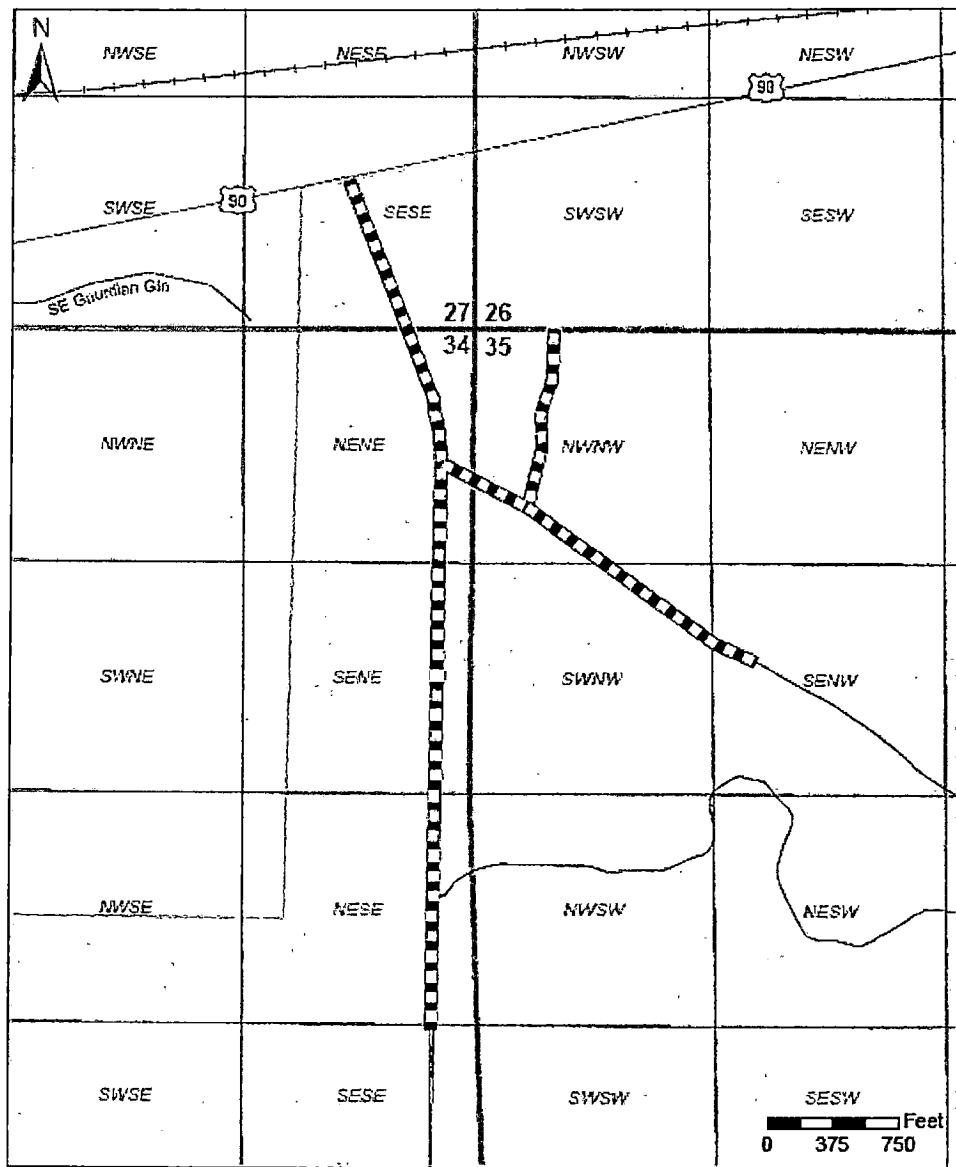
**MAP OF EASEMENT AREAS \*  
(SPRAY FIELD EASEMENT AREA AND PIPELINE EASEMENT AREA)**








\*The Parties each acknowledge receiving a clear electronic copy of the above map.

### EXHIBIT "E"

### ACCESS ROADS



-  Access Road
-  Weyerhaeuser Property
-  Section Line
-  Railroads
-  Roads



Township 3 South, Range 18 East  
Columbia County, FL

AVO12023DC0015\_FL  
LT Dept - milesa 8/14/2021

**EXHIBIT "F"**

**LIQUIDATED DAMAGES FOR TIMBER DAMAGE**

<b>Age</b>	<b>Timber Value/Acre</b>
2	\$1,034
3	\$1,159
4	\$1,292
5	\$1,431
6	\$1,578
7	\$1,733
8	\$1,896
9	\$2,068
10	\$2,243
11	\$2,427
12	\$2,621
13	\$2,826
14	\$2,243
15	\$2,584
16	\$2,748

**Prepared by:**

Spencer N. Cummings, Esq.  
Gunster, Yoakley & Stewart, P.A.  
1 Independent Drive, Suite 2300  
Jacksonville, FL 32202

Inst: 202312008093 Date: 05/08/2023 Time: 1:33PM  
Page 1 of 17 B: 1489 P: 2596, James M Swisher Jr, Clerk of Court  
Columbia, County, By: AM *AM*  
Deputy Clerk

**After Recording Return to:**

Weyerhaeuser Company  
Land Title Department  
220 Occidental Avenue South  
Seattle, WA 98104

**Title:** BELOW GROUND EASEMENT AGREEMENT

**Grantor:** Weyerhaeuser NR Company, a Washington corporation

**Grantee:** Columbia County, Florida, a charter county and political subdivision of the State of Florida

**Assessor's Property Tax Parcel:**

**BELOW GROUND EASEMENT AGREEMENT**

This Below Ground Easement Agreement (this "**Agreement**"), is effective as of the 31<sup>st</sup> day of March, 2023, (the "**Effective Date**") by and between **WEYERHAEUSER NR COMPANY**, a Washington corporation ("**Grantor**"), and **COLUMBIA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "**Party**", and collectively as, the "**Parties**".

**RECITALS**

Grantor owns certain real property located in Columbia County, Florida, described in the attached Exhibit A and generally shown in the attached Exhibit B (the "**Easement Area**").

Grantee desires to obtain from Grantor, and Grantor desires to grant Grantee, a perpetual, non-exclusive below ground easement under the Easement Area that allows Grantee to install, maintain and remove underground water and sewer lines pursuant to the terms and conditions contained in this Agreement.

Page 1 of 17

Weyerhaeuser/Columbia County  
ACTIVE:16733036.3

## AGREEMENT

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, and the mutual covenants of the Parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Grant of Easement.** Subject to the terms hereof, Grantor, for and in consideration of the strict observance of and compliance with the terms and conditions set forth in this Agreement, hereby grants to Grantee a perpetual, appurtenant, non-exclusive easement under the Easement Area, for the construction, installation and maintenance of underground water and sewer lines (the “**Easement**”).
2. **Purpose.** The Easement granted hereunder is conveyed by Grantor to Grantee for the purpose of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, using, testing, and operating underground water and sewer lines, including conduit, conductors, and vaults (the “**Lines**”) under the Easement Area, installing, constructing, maintaining, repairing, removing, and replacing landscaping and signage (the “**Landscaping and Signage**”) in the Easement Area for the Lines, and for no other purposes whatsoever.
3. **Permittees.** Grantor, its subsidiaries, and affiliates and all of their respective employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the “**Grantor Permittees**”. Grantee’s employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the “**Grantee Permittees**”.
4. **Ingress and Egress.** Grantee and Grantee Permittees shall at all times have access to and from the Lines over and across the Easement Area as reasonably required for Grantee to exercise all of the rights herein granted.
5. **Reservation of Rights.** Grantor reserves for itself and the Grantor Permittees, the right at all times for any purpose, to use, cross, recross, access, maintain, patrol and repair the Easement Area in any manner that will not unreasonably interfere with the rights of Grantee, including without limitation constructing, operating, repairing, and maintaining any driveways, roadways, landscaping, and utilities in the Easement Area (the construction, operation, repair, and maintenance of driveways, roadways, landscaping, and utilities by the Grantor Permittees shall be deemed to not unreasonably interfere with the rights of Grantee), and constructing any other improvements in the Easement Area that does not unreasonably interfere with the rights of Grantee. In no event may Grantee interfere with or close traffic in any driveways or roadways constructed in the Easement Area. At all times the Grantor Permittees shall have access to and from all adjacent lands on, over, and across the Easement Area.

6. **Non-Exclusive Easement; Third Parties.**

- a. Grantor may grant to third parties, including without limitation the Grantor Permittees, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted Grantee hereunder.
- b. Grantee acknowledges and agrees that it will be liable and responsible for all of the acts and omissions of Grantee Permittees under this Agreement.

7. **Operating Standards.**

- a. **Installation and Maintenance of the Lines.** Grantee shall give Grantor notice 24 hours prior to commencing construction, re-construction, maintenance, repair, replacement or removal of any of the Lines. Grantee and Grantee Permittees shall follow all Applicable Laws (as defined below) and any directions from Grantor (provided that Grantor is not obligated to provide such directions) regarding safety while such work is ongoing and shall not interfere with or prevent Grantor's operations.
- b. **Location and Depth of Lines/Markers.** The Lines shall be buried at a minimum depth required by Applicable Laws (defined below), including without limitation permit(s) requirements. In addition, the Lines shall go around any existing improvements (for example, culverts), keeping a minimum two-foot (2') clearance between the Lines and the improvement. The location of the Lines shall be marked by intervisible markers no more than five hundred (500) feet apart. Where the Lines crosses any roads, Grantee shall place markers on both sides of the road to show the location of the crossing.
- c. **Trees, Brush or other Vegetation.** Grantee shall have the right to remove brush and undergrowth from the Easement Area as is reasonably necessary for the enjoyment of the rights and privileges herein granted; provided, that in the exercise of this right, any removed trees, tops, limbs, brush, undergrowth or other similar debris, hereinafter called "debris," shall be disposed of off-site by Grantee in accordance with all Applicable Laws; provided further, that any adjacent rights of way shall at all times be maintained in a clean and orderly condition by Grantee. Grantee will not damage, remove, or trim trees on any adjacent lands without the prior consent of Grantor. Grantee at its sole cost and expense shall clean up or otherwise dispose of all debris created by Grantee and/or Grantee Permittees on the Easement Area as soon as practicable and in such manner and at such times as are provided by Applicable Laws. Grantee shall not place any debris of any kind on any adjacent lands; nor shall Grantee place any hazardous

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material or substance of any kind on any adjacent lands or in any body of water and/or wetlands adjacent to or in the vicinity of the Easement Area. Grantee acknowledges and agrees that it shall not under any circumstances use or allow to be used any product containing glyphosate on the Easement Area.

- d. **Culverts.** Where any Lines are installed under an existing culvert, in addition to installation depth requirements of Section 6(b) above, a minimum crossing depth of twelve (12) inches will be kept under all plastic or concrete tile culverts and twenty-four (24) inches under all corrugated metal culverts. Such crossing depths must be maintained when replacing or repairing the Lines. Where installed over an existing culvert, a minimum vertical clearance for overhead lines above the culvert will be not less than twenty-four (24) inches, unless otherwise specified by Grantor. Grantee shall immediately repair or replace all culverts damaged during the replacement or repair of the Lines.
- e. **Repair of Damage.** Immediately upon completion of the installation, maintenance, repair, replacement or removal of the Lines, Grantee shall, at its sole expense, repair, replace, compact and/or patch any damaged portions of the Easement Area and any adjacent lands, including but not limited to any driveways, landscaping, fences, road, road surface, drainage, other road facilities, and restore any other portions of the Easement Area and any adjacent lands, damaged by Grantee's and/or Grantee Permittees' activities. Grantee shall leave the Easement Area in a condition equal to, or better than, that existing at the time such installation, maintenance, repair, replacement or removal commenced. At the end of the first three (3) months following completion of the construction, reconstruction, repair, maintenance, or removal of the Lines, Grantor and Grantee shall inspect the Easement Area and Grantee shall immediately remedy any settling or other damage which may have occurred thereupon to the satisfaction of Grantor. Prior to commencing any activities that would necessitate temporary road closures, Grantee shall contact Grantor to schedule such activities and road closures so as to minimize any adverse impact on Grantor's operations and in no event may Grantee close any roads or interfere with traffic thereon without Grantor's prior written consent.
- f. **Landscaping and Signage.** Provided that Grantee has obtained Grantor's prior written approval as to the design specifications and location of any Landscaping and Signage, Grantee may construct, install, and maintain Landscaping and Signage in the Easement Area no deeper than 2 inches under the Easement Area. Grantee, at Grantee's sole cost and expense, shall maintain the Landscaping and Signage in good condition and repair in a neat and attractive appearance. If at any time Grantee does not maintain the Landscaping and Signage to Grantor's satisfaction (in Grantor's sole discretion) or if the Landscaping and Signage interferes with any of Grantor's rights set forth in this Agreement, Grantor may require that Grantee

remove or relocate all or any portion of the Landscaping and Signage from the Easement Area, and Grantee shall remove or relocate such portion of the Landscaping and Signage and repair any damage to the Easement Area caused by such removal or relocation within ten (10) days after request by Grantor.

8. **Assumption of Risk.** Grantor makes no representations as to the present or future condition of the Easement Area or the nature or condition of, or traffic on, any roads or trails, and Grantee assumes all risks of personal injury or property damage to Grantor, Grantee, Grantee Permittees, Grantor Permittees, any other third parties, and to the employees, representatives, invitees or contractors of any of them, in connection with the exercise of rights hereunder.

9. **Grantee's Responsibilities.** Grantee shall:

- a. Take all reasonable precaution to prevent unauthorized persons from entering the Easement Area or adjacent lands or tampering with the Lines;
- b. Intentionally Deleted.
- c. Intentionally Deleted.
- d. Immediately report to Grantor any dangerous or defective condition with respect to any portion of the Easement Area;
- e. Comply, and ensure that Grantee Permittees comply, with all applicable local, state and federal laws, rules and regulations (collectively, "**Applicable Laws**") with respect to the installation, maintenance, and use of the Lines and the Easement Area, as well as all rules and responsibilities set forth herein;
- f. Comply, and ensure that Grantee Permittees comply, with all reasonable rules, regulations and restrictions that Grantor may, from time to time, promulgate in its sole and absolute discretion;
- g. Ensure that any exercise of rights under this Agreement by Grantee and/or Grantee Permittees shall not unreasonably obstruct, interfere with or prevent the use and enjoyment of the Easement Area by Grantor and/or Grantor Permittees; and
- h. Intentionally Deleted.

10. Intentionally Deleted.

11. **Indemnity.** Grantee shall defend, indemnify, and hold harmless Grantor, the Grantor Permittees, their respective subsidiaries and affiliates, and all of their directors,

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officers, employees, contractors, lessees, licensees, and agents for, from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses, including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "**claims**") arising from any act or omission of Grantee and/or Grantee Permittees under this Agreement or otherwise arising in connection with Grantee's and/or Grantee Permittees' activities on or around the Lines, Easement Area, or other land owned, controlled, or leased by Grantor or its subsidiaries, or affiliates, except to the extent such claims are directly caused by Grantor's negligent acts or willful misconduct. This indemnity includes, without limitation, any claims for: injury to or death of persons; damage to property; trespass; nuisance; mechanics' and materialmen's liens; workers' compensation and unemployment taxes; fines and penalties; and claims arising from Grantee's and/or Grantee Permittees' activities hereunder. Grantee shall take all steps needed to keep the Easement Area free of liens arising from Grantee's and/or Grantee Permittees' activities. Grantee shall promptly obtain or bond the release of any such liens that may be filed. This indemnity survives the termination or expiration of this Agreement. The foregoing indemnity obligations are made by the County subject to applicable limitations on the County's tort liability as set forth in Florida Statute Section 768.28.

12. **Release of Claims/Liability.** Grantee expressly releases Grantor from any and all claims for damage to the Easement Area, Lines, and other personal property of Grantee pursuant to the rights granted herein arising from any operation of Grantor on its said lands. Grantor shall use reasonable care to avoid causing such damage. Grantor does not assume any liability for damages or injuries caused by or resulting from acts or omissions by anyone other than Grantor employees. This provision shall survive the expiration or termination of this Agreement.

13. **Assumption of Liability.** In the exercise of the rights granted hereunder to Grantee, Grantee shall make every effort to avoid damage to the Easement Area and any other property adjacent to the Easement Area. Grantee shall be liable and hereby covenants to pay for all loss or damage to the Easement Area and any other property of Grantor which is caused by or results from any act or omission of Grantee and/or Grantee Permittees in the construction, operation, maintenance, or repair of the Lines and/or Easement Area.

14. **Insurance.** Before commencing any activities under this Agreement, Grantee shall, at its own cost and expense, secure a policy or policies of insurance, and, during the term of this Agreement, maintain such insurance, in a form, and with companies with at least an A.M. Best Rating of A VIII or better (or in the absence of an A.M. Best Rating, insurance companies or a self-insured trust or trust, acceptable to Grantor as evidenced in writing), insuring against liability resulting from or attributable to the activities of Grantee and/or Grantee Permittees, with such policies providing the following minimum coverages:

14.1 Commercial general liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for bodily injury and property damage, including coverage for: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); explosion; collapse; and underground damage if blasting or excavation is to be done; and automobile liability insurance covering owned, hired and non-owned vehicles (including the "pollution from autos endorsement"). The policies shall by endorsement name Weyerhaeuser Company, Weyerhaeuser NR Company and each of their respective subsidiaries and affiliates shall be designated as Additional Insureds and evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance with respect to the performance of this Agreement. The coverages shall be primary, exclusive of any coverage carried by Grantor, and shall be exhausted first notwithstanding that Grantor may have other valid and collectible insurance covering the same risk. Nothing herein contained shall limit the Grantee's liability to Grantor as to the scope or the amount of the insurance coverage. Termination of the certificate of insurance will cause this Agreement to automatically terminate. Upon termination, Grantee shall provide a statement in recordable form evidencing such termination.

14.2 State or private industrial accident insurance covering Grantee and its employees which shall fully comply with State and Federal Employment and Workers' Compensation laws.

14.3 Employer's liability insurance covering Grantee and all of its employees having minimum limits of One Million Dollars (\$1,000,000).

14.4 Coverages in this Section 14 may be reviewed by Grantor and revised in Grantor's reasonable discretion from time to time, as dictated by economic or legal considerations, or to conform to the applicable prevailing insurance requirements, and Grantor reserves the right to make reasonable changes to the amounts and types of insurance limits and policies required under this Agreement.

On or before mutual execution of this Agreement, Grantee shall deliver to Grantor certificates from Grantee's insurance carrier evidencing the coverages described herein along with copies of the applicable endorsements, and shall provide such further evidence to Grantor which shall establish that the industrial insurance required pursuant to subsections 14.2 and 14.3 has been secured. The policies required under this Section 14 shall not be terminated, reduced or changed without Grantee providing at least thirty (30) days prior written notice to Grantor. Grantor's written confirmation of review and approval of the certificates of liability and the policy itself shall constitute Grantor's acceptance of these coverages.

15. **Taxes and Assessments.** Grantee shall reimburse Grantor, when invoiced, for any taxes or assessments of any kind levied against any of Grantor's lands (including the Easement Area) by reason of the Lines, Grantee's use of the Easement Area, or this Agreement.

16. **Assignment.** In addition to the provisions of Section 23 below, Grantor may assign its rights and obligations under this Agreement in whole or in part. Grantee shall not assign or transfer (including by merger, operation of law, or otherwise), any of its rights or obligations under this Agreement without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Any attempted assignment without such prior written consent shall be null and void *ab initio*.

17. **Liability for Loss or Damage.** Grantee shall be liable to Grantor for, and hereby covenants to pay for, all loss or damage to any of Grantor's property, real, personal, or otherwise, caused by or resulting from Grantee's and/or Grantee Permittees' exercise of rights hereunder. This provision shall survive the expiration or termination of this Agreement.

18. **Title.** Grantor does not warrant the title to the Easement Area and shall have no liability of any kind or nature to Grantee in the event of failure of said title.

19. **Land Use.** Grantee acknowledges that the Easement Area will be developed with driveways and other improvements to serve the adjacent lands to the west of the Easement Area.

20. **Environmental Matters.** Grantee and Grantee Permittees are prohibited from managing, using, transporting, generating, and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Easement Area, roads, or adjacent lands. For purposes of this Agreement, the term "Environmental Laws" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions, or Hazardous Substances applicable to the Easement Area, including (without limitation) the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any Amendments thereto (the "ESA"). For purposes of this Agreement, the term "Hazardous Substance" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Laws or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. In addition to all other indemnities set forth herein, Grantee shall save, protect, defend, indemnify, and hold harmless Grantor, its property and Grantor Permittees, from and against any and all loss, damage, cost, expense, or liability (including reasonable attorney fees) and the reasonable costs of repairs and improvements necessary to return the Easement Area, the roads, the property or any other lands owned, leased, or controlled by Grantor to the physical condition existing prior to Grantee and/or Grantee Permittees undertaking any activity related to any Hazardous Substance to the

extent arising out of or attributable to Grantee's and/or Grantee Permittees' use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon in violation of Applicable Laws, including (without limitation) Environmental Laws. This provision shall survive the expiration or earlier termination of this Agreement.

21. **Improvements.** Grantee shall not make any modifications or improvements to the Lines or the Easement Area without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Grantor's prior written consent shall not be required for Grantee to perform day-to-day maintenance of the Lines or the Easement Area, provided that Grantee shall provide Grantor with prior written notice of maintenance activities that could affect the use and operation of the lands to the west of the Easement Area. All such improvements to the Lines or Easement Area shall be made at the sole cost and expense of the Grantee. Any improvements made by Grantee shall be the exclusive property of Grantor upon termination of this Agreement.

22. **Fire Suppression and Control.** Grantee and Grantee Permittees shall comply with all laws and regulations pertaining to fire protection and suppression and take every possible precaution to prevent fires from igniting on the Easement Area or spreading onto adjacent lands. In case of fire, Grantee shall immediately notify Grantor and appropriate government agencies and shall make every reasonable effort to suppress or contain the fire. Grantee shall indemnify, defend and reimburse Grantor for all damages and claims (including loss or damage of timber, and fire suppression costs) resulting from fires caused by Grantee's and/or Grantee Permittees' activities, even if not attributable to the negligence.

23. **Successors and Assigns.** The rights and obligations herein shall inure to the benefit of and be binding upon the respective heirs, devisees, successors and assigns of the Parties and shall run with title to the Easement Area.

24. **Prior Rights.** This grant and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations both recorded and unrecorded, affecting the Easement Area. By this grant, Grantor grants no greater rights than it is permitted to grant in view of such encumbrances.

25. **Termination/Restoration.** If for a period of one hundred twenty (120) days, subject to Force Majeure (as defined below), Grantee shall cease to use the Easement Area or any portion thereof for the purposes herein granted (provided that the Easement Area shall be considered to be in use if the Lines are installed and in service to Grantee's water or wastewater utility facility), or if Grantee shall abandon or disconnect the Lines, this Agreement shall immediately terminate and upon such termination Grantee shall provide Grantor with a recordable release of the easement rights herein granted. Should Grantee fail to commence construction of the Lines by September 30, 2023, then this Agreement shall immediately terminate and upon such termination Grantee shall provide Grantor with a

recordable release of the easement rights herein granted. Should Grantee fail to complete construction of the Lines by March 31, 2025 (subject to delays caused by Force Majeure not to exceed sixty (60) total days), then Grantor may notify Grantee of such failure by providing written notice to Grantee (“**Notice of Noncompliance**”). Grantee shall have the right and opportunity to cure the failure described in the Notice of Noncompliance on or before thirty (30) days after the Notice of Noncompliance, provided that Grantee shall not be entitled to more than one (1) notice and cure period under this Section. If Grantee fails to cure the failure described in the Notice of Noncompliance on or before thirty (30) days after the Notice of Noncompliance, then this Agreement shall immediately terminate and upon such termination Grantee shall provide Grantor with a recordable release of the easement rights herein granted. Grantor may also terminate this Agreement for breach by Grantee of any terms or obligations contained in this Agreement or, in its discretion, suspend all rights of Grantee under this Agreement until the breach has been cured. Upon termination of this Agreement Grantee shall cease all business operations and vacate and surrender the Easement Area. Grantee shall surrender the Easement Area in as good, or better, condition as upon commencement of this Agreement at Grantees sole expense. Upon termination, Grantee and Grantor shall meet to discuss the restoration requirements which may include the removal of all personal or other property of Grantee from the Easement Area. Grantee shall leave all existing roads and crossings in a condition suitable to Grantor, in Grantor’s sole discretion. All restoration shall be done at Grantee’s sole expense unless otherwise agreed in writing by Grantor. In the event of a termination, Grantee hereby authorizes Grantor to record a statement in recordable form evidencing such termination.

“**Force Majeure**” shall mean any of the following events or circumstances which creates an actual delay in construction of the Lines or prevents use of the Easement Area (as applicable): earthquakes, tornados, hurricanes and tropical storms, other inclement weather if more severe than that which should be reasonably anticipated from historical weather patterns for the period in question, fire, flood, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, acts of the public enemy, terrorist attacks, war (declared or undeclared), landslides, explosions, epidemics or pandemics, inability to obtain materials or supplies after the exercise of commercially reasonable efforts, delays by governmental authorities in granting approvals and permits, and any other matter beyond the reasonable control of the Party obligated to perform. Unavailability of funds shall not constitute Force Majeure.

26. **Severability; Relation to Existing Law.** If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other

provision of this Agreement, the invalidation of any provision herein relating to the Parties' remedies shall not be interpreted to prevent an injured Party from seeking actual damages. If subsequent to the date of this Agreement valid State or Federal laws or regulations governing the relationship between Grantor and Grantee take effect, this Agreement shall be considered to incorporate such laws or regulations so long as they shall be effective, and any provision of this Agreement in conflict therewith shall during such period be void.

27. **Waiver.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any Party's right to demand strict compliance with the terms hereof; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such Party without affecting any of the other provisions of this Agreement.

28. **Subordination.** Any mortgage or deed of trust affecting any portion of the Easement Area shall at all times be subject and subordinate to the terms and conditions of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all the terms and conditions of this Agreement.

29. **Entire Agreement; Construction.** This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Agreement. This Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions. The Recitals to this Agreement and the Exhibits attached to this Agreement are incorporated herein by this reference. The captions and headings of this Agreement are for convenience only and shall not define, limit, or describe the applicability, scope, meaning, or intent of any provision of this Agreement. Capitalized terms which are defined in the recitals hereof shall have the meaning given.

30. **Attorney Fees.** In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorney fees and expert witness fees shall be in addition to other costs and disbursements allowed by law. "**Prevailing Party**" shall be determined by the arbitrator, or any court, as the true prevailing party (not statutorily prevailing party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.

31. **Survival.** Upon the expiration or termination of this Agreement, all obligations of Grantee that, by their nature, would continue beyond the termination, cancellation, or expiration of the Agreement will so continue and survive.

32. **Disputes.** If disputes arise under this Agreement, the Parties will first attempt to negotiate a solution through the following process: (a) the initiating Party will present a written explanation of the dispute and the remedy requested; (b) within 14 business days after receiving such a statement, the other Party will respond by either agreeing to the requested remedy, counter-proposing a different remedy, or explaining why the issue does not justify any remedy; and (c) if the matter is not settled within 10 days after the response is received by the initiating Party, the dispute shall be settled by binding arbitration. If the Parties are not able to promptly agree on an arbitrator and the arbitration rules to be used, the initiating Party may offer a list of at least 5 candidates for arbitrator and the arbitration rules each candidate would use if selected, and the responding Party will choose the arbitrator from that list. Each candidate must have at least 15 years of real estate and timberlands law experience and special training or experience in arbitration of business disputes. The arbitration award shall be final and binding on the Parties and judgment on any award may be enforced in any court having jurisdiction thereof. The arbitration shall be held in Columbia County, Florida.

33. **Notices.** All notices required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, when delivered in person, (ii) if sent by reputable overnight courier (such as Federal Express or UPS), upon the delivery date shown on the couriers tracking receipt, or (iii) if mailed, 3 days after placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its address for notices by giving five (5) business days' advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective addresses are as follows:

If to Grantor:

Weyerhaeuser Company  
13005 SW 1<sup>st</sup> Road, Suite 241  
Newberry, FL 32669  
Attn: Greg Galpin  
E-Mail: Greg.Galpin@Weyerhaeuser.com

With a copy to: Weyerhaeuser Company  
Law Dept. HQ7  
220 Occidental Avenue South  
Seattle, WA 98104  
Attn: Senior Legal Counsel  
E-Mail: Donya.Burns@weyerhaeuser.com

With a copy to: Spencer N. Cummings, Esquire  
Gunster, Yoakley & Stewart, P.A.  
1 Independent Drive, Suite 2300  
Jacksonville, Florida 32202  
Email: SCummings@gunster.com

If to Grantee: Office of the County Manager  
135 NE Hernando Avenue, Suite 203  
Lake City, Florida 32055  
Attn: David Kraus  
E-Mail: david\_kraus@columbiacountyfla.com

34. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in State or Federal Court serving the county in which the Easement Area is located. The Parties waive any right to a claim of *forum non conveniens*.

*[Signatures appear on the following page]*





**EXHIBIT A**  
**Legal Description of Easement Area**  
**Columbia County, Florida**

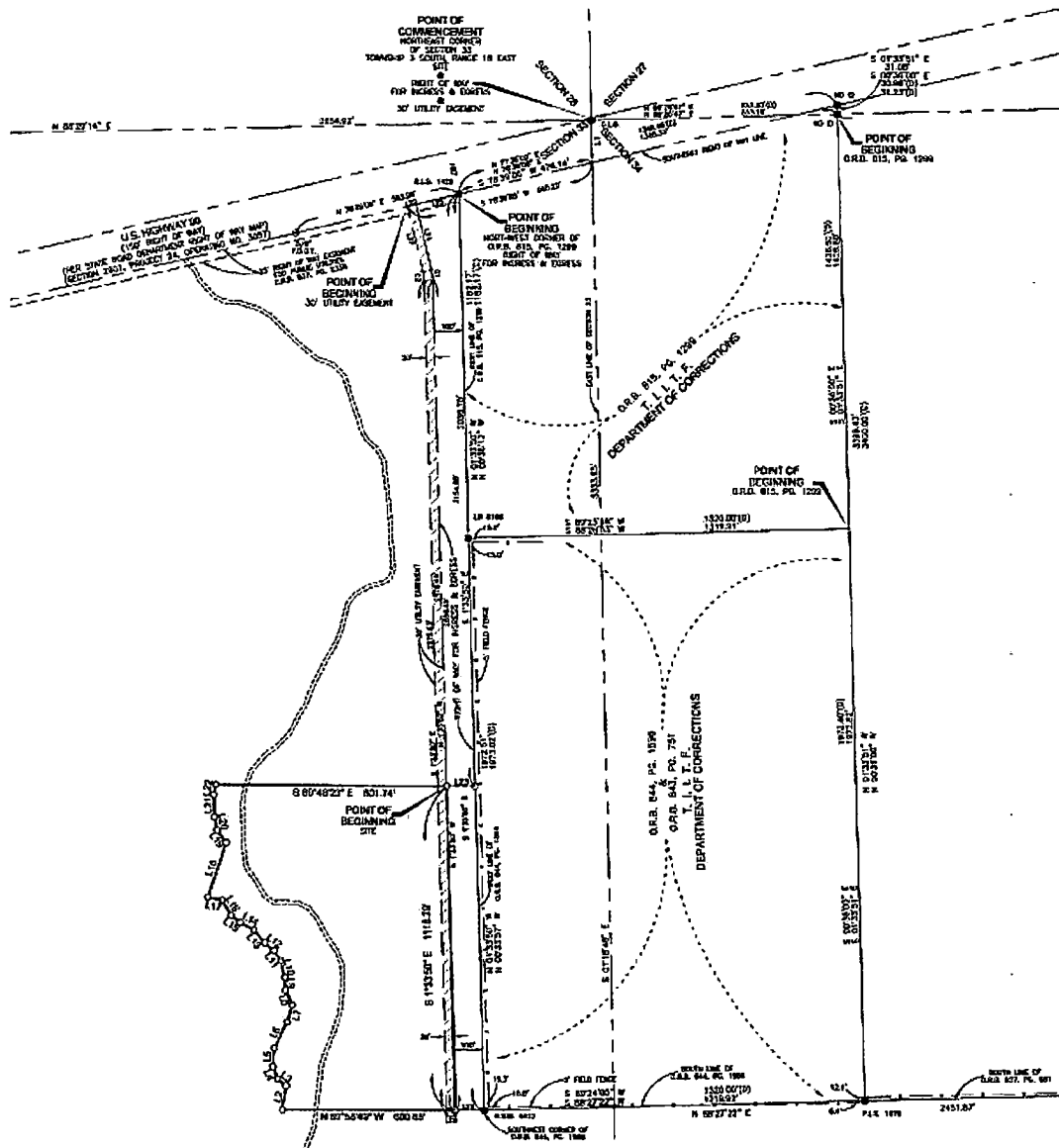
**30 FOOT UTILITY EASEMENT:**

A parcel of land, being a portion of Section 33, Township 3 South, Range 18 East, Columbia County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Section 33, Township 3 South, Range 18 East, Columbia County, Florida; thence on the East line of said Section 33, S 01°18'48" E, a distance of 147.20 feet to a point on the Southerly Right of Way line of U.S. Highway 90 (150 foot Right of Way); thence departing said East line and on said Southerly Right of Way line, S 76°39'06" W, a distance of 660.22 feet to the Point of Beginning; thence departing said Southerly Right of Way line, S 13°20'54" E, a distance of 228.58 feet to the beginning of a curve, concave Southwest, having a radius of 167.00 feet and a central angle of 11°47'04"; thence on the arc of said curve a distance of 34.35 feet said arc being subtended by a chord which bears S 07°27'22" E, a distance of 34.29 feet to the curves end; thence S 01°33'50" E, a distance of 2875.63 feet; thence S 89°58'49" E, a distance of 30.01 feet; thence N 01°33'50" W, a distance of 2876.46 feet to the beginning of a curve, concave Southwest, having a radius of 197.00 feet and a central angle of 11°47'04"; thence on the arc of said curve a distance of 40.52 feet said arc being subtended by a chord which bears N 07°27'22" W, a distance of 40.45 feet to the curves end; thence N 13°20'54" W, a distance of 228.58 feet; thence S 76°39'06" W, a distance of 30.00 feet to the Point of Beginning.

**EXHIBIT B**  
Map of the Easement Area  
Columbia County, Florida

See 30' easement parcel located to left (west) of 100' right of way parcel



Prepared by and return to:  
GUY W. NORRIS  
Attorney at Law  
Norris & Norris, P.A.  
253 NW Main Blvd.  
Lake City, FL 32055

**SPECIAL WARRANTY DEED**

This SPECIAL WARRANTY DEED is made and given this 29<sup>th</sup> day of May, 2026, by COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida whose mailing address is 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, hereinafter referred to as "Grantor," to the CITY OF LAKE CITY, FLORIDA, whose address is 205 S. Marion Avenue, Lake City, FL 32055, ("Grantee");

WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by the said Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby does grant, bargain, sell, transfer, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns, forever, said land situate, lying and being in Columbia County, Florida, as more particularly described in Exhibit "A" attached hereto ("Property").

**SUBJECT TO:** All covenants, conditions, restrictions, encumbrances and permitted exceptions as more particularly described and set forth in the Special Warranty Deed from Weyerhaeuser NR Company, as Grantor to Columbia County, Florida, as Grantee, recorded May 8, 2023, as Inst: 202312008094 in Official Records Book 1489, Page 2613, of the Public Records of Columbia County, Florida, as hereby incorporated by reference and accepted by the City of Lake City, Florida, Grantee.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same unto Grantee, subject to the reservation herein served by Grantor, forever.

**N.B.** This conveyance is authorized by Resolution No. 2026R-14 of the Board of County Commissioners of Columbia County, Florida. **This conveyance is exempt from Florida Documentary Stamp Taxes pursuant to Rule 12B-4.014(10), Florida Administrative Code.**

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to convey said land; that the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but against none other.

**IN WITNESS WHEREOF**, the said Grantor hereunto sets its hand and seal on the date given above.

Signed, sealed and delivered in the presence of:

WITNESSES: COLUMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

Address: \_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
TIM MURPHY, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

Address: \_\_\_\_\_  
  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29<sup>th</sup> day of May, 2026, by TIM MURPHY, Chairman Board of County Commissioners, COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida  who is personally known to me or  who produced \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC – State of Florida

WITNESSES:

ATTEST:  
COLUMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID KRAUS, COUNTY MANAGER

Address: \_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

Address: \_\_\_\_\_  
  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29<sup>th</sup> day May, 2026, by DAVID KRAUS, COLUMBIA COUNTY, FLORIDA COUNTY MANAGER,  who is personally known to me or  who produced \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC – State of Florida

Approved as to form and legality:

By: \_\_\_\_\_  
JOEL FOREMAN  
County Attorney, Columbia County

**Exhibit "A"**

A parcel of land, being a portion of Section 33, Township 3 South, Range 18 East, Columbia County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Section 33, Township 3 South, Range 18 East, Columbia County, Florida; thence on the East line of said Section 33, S 01° 18' 48" E, a distance of 147.20 feet to a point on the Southerly Right of Way line of U.S. Highway 90; thence departing said East line and on said Southerly Right of Way line, S 76° 39' 06" W, a distance of 476.14 feet to the Northwest corner of those lands described in Official Record Book 815, Page 1299 of the Public Records of Columbia County, Florida; thence departing said Southerly Right of Way line and on the West line of said lands and on the West line of those lands described in Official Record Book 844, Page 1596 of said Public Records, S 01° 33' 50" E, a distance of 2036.75 feet; thence departing said West line, N 89° 46' 23" W, a distance of 100.05 feet to the Point of Beginning; thence S 01° 33' 50" E, a distance of 1118.29 feet; thence N 89° 58' 49" W, a distance of 600.85 feet; thence N 08° 45' 15" E, a distance of 81.85 feet; thence N 49° 50' 56" W, a distance of 38.74 feet; thence N 21° 35' 34" W, a distance of 43.97 feet; thence N 04° 12' 12" E, a distance of 64.17 feet; thence N 26° 03' 58" E, a distance of 100.84 feet; thence N 16° 56' 18" E, a distance of 62.23 feet; thence N 24° 06' 51" W, a distance of 58.32 feet; thence N 01° 01' 01" W, a distance of 43.97 feet; thence N 14° 29' 49" W, a distance of 58.58 feet; thence N 34° 30' 13" W, a distance of 43.91 feet; thence N 51° 38' 01" W, a distance of 40.24 feet; thence N 39° 33' 47" W, a distance of 58.29 feet; thence 62° 13' 32" W, a distance of 53.10 feet; thence North 52° 39' 23" West, a distance of 39.64 feet; thence N 30° 42' 38" W, a distance of 61.66 feet; thence N 79° 06' 46" W, a distance of 50.85 feet; thence N 18° 46' 49" E, a distance of 200.44 feet; thence N 36° 10' 35" W, a distance of 54.77 feet; thence N 10° 58' 58" W, a distance of 45.24 feet; thence N 01° 45' 51" W, a distance of 75.82 feet; thence N 10° 20' 49" E, a distance of 34.96 feet; thence S 89° 46' 23" E, a distance of 801.74 feet to the Point of Beginning.

Columbia County Parcel No. 33-3S-18-10337-001

**This instrument prepared by  
And return to:**  
Guy W. Norris, Attorney at Law  
NORRIS & NORRIS, P.A.  
253 NW Main Boulevard  
Lake City, FL 32055

**ASSIGNMENT OF TEMPORARY EASEMENT AGREEMENT  
DATED JUNE 15, 2023**

THIS ASSIGNMENT OF TEMPORARY EASEMENT AGREEMENT (“Assignment”) is made and executed as of the 29<sup>th</sup> day of May 2026 (the “Effective Date”), by COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida whose mailing address is 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, (“County” or “Assignor”), to the CITY OF LAKE CITY, FLORIDA, a State of Florida municipality, 205 S. Marion Avenue, Lake City, FL 32055 (“City” or “Assignee”).

**RECITALS:**

WHEREAS, County, the Assignor, owns real property located at 614 SE Industrial Park Terrace, Lake City, Florida, 32055, Columbia County Parcel No. 33-3S-18-10337-001, containing 17.640 acres± as a wastewater treatment plant and related improvements (collectively the “WWTP”), which will be sold to the City, the Assignee, contemporaneously with this Assignment;

WHEREAS, WEYERHAEUSER COMPANY, a Washington corporation, (“Grantor”) owns certain real property in Columbia County, Florida and previously entered into that certain Temporary Easement Agreement, dated June 15, 2023, which was recorded on August 16, 2023 in Official Records Book 1497, Page 232, of the Public Records of Columbia County, Florida (“Easement”) relating to an approximately 190 acre area of the real property as more particularly described on Exhibit “B” of the Easement (the “Property”), pursuant to which the County is the benefited party under the Easement;

WHEREAS, Grantor’s affiliate, Weyerhaeuser NR Company, a Washington corporation (“WNR”), owns land being developed as a multi-phased, mixed-used development known as the North Florida Mega Industrial Park (“NFMIP”) to be serviced by the WWTP;

WHEREAS, Grantor conveyed to the County the Easement, (a temporary non-exclusive easement to use the approximately 190 acres area of the Property as the “Spray Field Easement Area,” together with the “Pipeline Easement Area” and those certain “Access Roads” solely for the purpose of accessing and navigating the Spray Field Easement Area and the Pipeline Easement Area), all for the use of the County and the “County Related Parties,” as more particularly described in the Grant of Easements provided by the Easement;

WHEREAS, simultaneous, and in conjunction with, the sale of the WWTP from the County to the City, the County, as Assignor, has agreed to assign to the City, as Assignee, all of the County’s right, title and interest in and to the Easement;

WHEREAS, simultaneous, and in conjunction with, the sale of the WWTP from the County to the City, the Grantor, has agreed to consent to the assignment from the County to the City, and to amend certain terms of the Easement as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing described premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated into this Assignment by this reference as if fully set forth herein.
2. Assignment. As of the Effective Date, the County, as Assignor, hereby assigns to the City, as Assignee, and its successors, nominees and assignees, all of Assignor's right, title and interest in and to the Easement.
3. Term. Paragraph 2.2 of the Easement is hereby amended to provide:

2.2 Term. The City's right to use the Property under this Agreement pursuant to the Easements shall commence upon the Effective Date and automatically terminate on December 31, 2034 at 11:59 PM (the "Term"). The City shall use all commercially reasonable efforts to complete construction of the deep injection well promptly and within the time period set forth above. If for any reason such deep injection well is not completed and operational by December 31, 2033, the Grantor and City shall meet no later than January 31, 2034 to consider any further extension that might be necessary. No further extension shall be had unless agreed upon in writing by both Parties. In no event, however, shall the City have any right to extend the Term if the City is then in default under this Agreement.

4. Notices. Paragraph 20 of the Easement is hereby amended to provide in pertinent part:

20. Notices. ... All notices shall be delivered or sent prepaid by the sender and shall be addressed as follows:

The City:           Office of the City Manager  
                          205 S. Marion Avenue  
                          Lake City, FL 32055  
                          Attn: Don Rosenthal, City Manager  
                          Phone No.: 386-752-2031  
                          Email: [rosenthald@lcfla.com](mailto:rosenthald@lcfla.com)

Copy to:           Office of the City Attorney  
                          205 S. Marion Avenue  
                          Lake City, FL 32055  
                          Attn: Clay Martin, City Attorney  
                          Phone No.: 386-719-5825  
                          Email: [martinc@lcfla.com](mailto:martinc@lcfla.com) ...

5. All other Terms and conditions of the Temporary Easement Agreement, dated June 15, 2023, recorded in Official Records Book 1497, Page 232 of the Public Records of Columbia County, Florida not expressly amended herein shall remain in full force and effect as hereby assigned to the City.
6. Miscellaneous. Assignor hereby represents and warrants to Assignee that as of the Effective Date, Assignor has (i) not heretofore granted to any other party any interest or right to acquire any interest in the Easement being assigned hereunder, whether in the nature of an ownership interest, security interest, lien or otherwise; and (ii) the right, power and authority to execute and deliver this Assignment to Assignee. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all claims, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) relating to or arising from any acts or omissions of Assignor under the Easement, which have occurred prior to the date hereof. Assignor agrees to execute such additional or further documents as may be necessary or required from time to time to carry out the purposes and intent of this Assignment. Capitalized terms used herein which are not specifically defined in this Assignment shall have the same meaning given to such terms in the Easement, which easement is incorporated herein by this reference.
7. Counterparts. This Assignment may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Assignment. A photocopy of this Assignment, including a facsimile copy, shall have the same force and effect as the original.

SIGNATURE PAGES FOR ASSIGNMENT OF  
TEMPORARY EASEMENT AGREEMENT DATED JUNE 15, 2023 TO FOLLOW

**IN WITNESS WHEREOF**, Assignor has executed and delivered this ASSIGNMENT OF TEMPORARY EASEMENT AGREEMENT DATED JUNE 15, 2023 as of the Effective Date.

Signed, sealed and delivered in the presence of:

ASSIGNOR:  
COLUMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
TIM MURPHY, CHAIRMAN

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29<sup>th</sup> day of May, 2026, by TIM MURPHY, Chairman, COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida  who is personally known to me or  who produced \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC – State of Florida

WITNESSES:

ATTEST:  
COLUMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID KRAUS, COUNTY MANAGER

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness

Print: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29<sup>th</sup> day May, 2026, by DAVID KRAUS, COLUMBIA COUNTY, FLORIDA COUNTY MANAGER,  who is personally known to me or  who produced \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC – State of Florida

Approved as to form and legality:

By: \_\_\_\_\_

JOEL FOREMAN  
County Attorney, Columbia County

**IN WITNESS WHEREOF**, Assignee has executed and accepts this ASSIGNMENT OF TEMPORARY EASEMENT AGREEMENT DATED JUNE 15, 2023 as of the Effective Date, as hereby amended.

Signed, sealed and delivered  
in the presence of:

ASSIGNEE:  
CITY OF LAKE CITY, FLORIDA

Sign \_\_\_\_\_

By: \_\_\_\_\_

NOAH WALKER, MAYOR

Print \_\_\_\_\_

OR

CHEVELLA YOUNG, VICE MAYOR

ATTEST:

Sign \_\_\_\_\_

By: \_\_\_\_\_

AUDREY E. SIKES, CITY CLERK

Print \_\_\_\_\_

(SEAL)

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me in my physical presence this 29<sup>th</sup> day of May, 2026, by \_\_\_\_\_, CITY OF LAKE CITY, FLORIDA,  who is personally known to me or  who produced \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
**NOTARY PUBLIC – State of Florida**

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me in my physical presence this 29<sup>th</sup> day of May, 2026, by AUDREY E. SIKES, CITY OF LAKE CITY, FLORIDA,  who is personally known to me or  who produced \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
**NOTARY PUBLIC – State of Florida**

Approved as to form and legality:

By: \_\_\_\_\_  
CLAY MARTIN  
City of Lake City Attorney

**IN WITNESS WHEREOF**, Grantor has executed and consents to this ASSIGNMENT OF TEMPORARY EASEMENT AGREEMENT DATED JUNE 15, 2023 as of the Effective Date, as hereby amended.

Signed, sealed and delivered  
in the presence of:

WEYERHAEUSER COMPANY, a  
Washington Corporation

Sign \_\_\_\_\_

By: \_\_\_\_\_

Print \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sign \_\_\_\_\_

Print \_\_\_\_\_

(SEAL)

**STATE OF WASHINGTON  
COUNTY OF KING**

The foregoing instrument was acknowledged before me in my physical presence this 29<sup>th</sup> day of May, 2026, by \_\_\_\_\_, the \_\_\_\_\_ of Weyerhaeuser Company,  who is personally known to me or  who produced \_\_\_\_\_ as identification.

(seal)

**NOTARY PUBLIC – State of Washington**

**This instrument prepared by  
And return to:**  
Guy W. Norris, Attorney at Law  
NORRIS & NORRIS, P.A.  
253 NW Main Boulevard  
Lake City, FL 32055

**ASSIGNMENT OF BELOW GROUND EASEMENT AGREEMENT  
DATED MARCH 31 2023**

THIS ASSIGNMENT OF BELOW GROUND EASEMENT AGREEMENT (“Assignment”) is made and executed as of the 29<sup>th</sup> day of May 2026 (the “Effective Date”), by COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida whose mailing address is 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, (“County” or “Assignor”), to the CITY OF LAKE CITY, FLORIDA, a State of Florida municipality, 205 S. Marion Avenue, Lake City, FL 32055 (“City” or “Assignee”).

**RECITALS:**

WHEREAS, County, the Assignor, owns real property located at 614 SE Industrial Park Terrace, Lake City, Florida, 32055, Columbia County Parcel No. 33-3S-18-10337-001, containing 17.640 acres± as a wastewater treatment plant and related improvements (collectively the “WWTP”), which will be sold to the City, the Assignee, contemporaneously with this Assignment;

WHEREAS, WEYERHAEUSER NR COMPANY, a Washington corporation, (“Grantor”) owns certain real property in Columbia County, Florida and previously entered into that certain Below Ground Easement Agreement, dated March 31, 2023, which was recorded on May 8, 2023 in Official Records Book 1489, Page 2596, of the Public Records of Columbia County, Florida (“Easement”) providing for a thirty (30) foot below ground Easement Area of the real property as more particularly described on Exhibit “A” and depicted on the Exhibit “B” Map of the Easement Area (the “Easement Area”), pursuant to which the County, as Grantee, is the benefited party under the Easement;

WHEREAS, Grantor conveyed to the County the Easement, which is a perpetual non-exclusive easement below ground easement under the Easement Area, that allows the County, as Grantee, to install, maintain and remove underground water and sewer lines pursuant to the terms and conditions contained in the Easement as more particularly described therein;

WHEREAS, simultaneous, and in conjunction with, the sale of the WWTP from the County to the City, the County, as Assignor, has agreed to assign to the City, as Assignee, all of the County’s right, title and interest in and to the Easement;

WHEREAS, simultaneous, and in conjunction with, the sale of the WWTP from the County to the City, the Grantor, has agreed to consent to the assignment from the County to the City, and to amend certain terms of the Easement as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing described premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated into this Assignment by this reference as if fully set forth herein.
2. Assignment. As of the Effective Date, the County, as Grantee and as Assignor, hereby assigns to the City, as Assignee, and its successors, nominees and assignees, all of Assignor's right, title and interest in and to the Easement.
3. Termination/Restoration. Paragraph 25 of the Easement is hereby amended in pertinent part to provide:

25. **Termination/Restoration.** If for a period of one hundred twenty (120) days, subject to Force Majeure (as defined below), Grantee shall cease to use the Easement Area or any portion thereof for the purposes herein granted (provided that the Easement Area shall be considered to be in use if the Lines are installed and in service to Grantee's water or wastewater utility facility), or if Grantee shall abandon or disconnect the Lines, this Agreement shall immediately terminate and upon such termination Grantee shall provide Grantor with a recordable release of the easement rights herein granted. Grantor may terminate this Agreement for breach by Grantee of any terms or obligations contained in this Agreement or, in its discretion, suspend all rights of Grantee under this Agreement until the breach has been cured. Upon termination of this Agreement Grantee shall cease all business operations and vacate and surrender the Easement Area. Grantee shall surrender the Easement Area in as good, or better, condition as upon commencement of this Agreement at Grantee's sole expense. Upon termination, Grantee and Grantor shall meet to discuss the restoration requirements which may include the removal of all personal or other property of Grantee from the Easement Area. Grantee shall leave all existing roads and crossings in a condition suitable to Grantor, in Grantor's sole discretion. All restoration shall be done at Grantee's sole expense unless otherwise agreed in writing by Grantor. In the event of a termination, Grantee hereby authorizes Grantor to record a statement in recordable form evidencing such termination. ...

4. Notices. Paragraph 33 of the Easement is hereby amended to provide in pertinent part:

20. Notices. ... Until changed in the manner provided herein, the Parties' respective addresses are as follows: ...

If to Grantee:      Office of the City Manager  
                            205 S. Marion Avenue  
                            Lake City, FL 32055  
                            Attn: Don Rosenthal, City Manager  
                            Phone No.: 386-752-2031  
                            Email: [rosenthald@lcfla.com](mailto:rosenthald@lcfla.com)

Copy to: Office of the City Attorney  
205 S. Marion Avenue  
Lake City, FL 32055  
Attn: Clay Martin, City Attorney  
Phone No.: 386-719-5825  
Email: [martinc@lcfla.com](mailto:martinc@lcfla.com)

5. All other Terms and conditions of the Below Ground Easement Agreement, dated March 31, 2023, recorded in Official Records Book 1489, Page 2596 of the Public Records of Columbia County, Florida not expressly amended herein shall remain in full force and effect as hereby assigned to the City.
6. Miscellaneous. Assignor, as Grantee, hereby represents and warrants to Assignee that as of the Effective Date, Assignor has (i) not heretofore granted to any other party any interest or right to acquire any interest in the Easement being assigned hereunder, whether in the nature of an ownership interest, security interest, lien or otherwise; and (ii) the right, power and authority to execute and deliver this Assignment to Assignee. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all claims, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) relating to or arising from any acts or omissions of Assignor under the Easement, which have occurred prior to the date hereof. Assignor agrees to execute such additional or further documents as may be necessary or required from time to time to carry out the purposes and intent of this Assignment. Capitalized terms used herein which are not specifically defined in this Assignment shall have the same meaning given to such terms in the Easement, which can easement is incorporated herein by this reference.
7. Counterparts. This Assignment may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Assignment. A photocopy of this Assignment, including a facsimile copy, shall have the same force and effect as the original.

SIGNATURE PAGES FOR ASSIGNMENT OF  
BELOW GROUND EASEMENT AGREEMENT DATED MARCH 31, 2023 TO FOLLOW

**IN WITNESS WHEREOF**, Assignor has executed and delivered this ASSIGNMENT OF BELOW GROUND EASEMENT AGREEMENT DATED MARCH 31, 2023 as of the Effective Date.

Signed, sealed and delivered  
in the presence of:

ASSIGNOR:  
COLUMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
TIM MURPHY, CHAIRMAN

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29<sup>th</sup> day of May, 2026, by TIM MURPHY, Chairman, COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida  who is personally known to me or  who produced \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC – State of Florida

WITNESSES:

ATTEST:  
COLUMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID KRAUS, COUNTY MANAGER

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

Print: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29<sup>th</sup> day May, 2026, by DAVID KRAUS, COLUMBIA COUNTY, FLORIDA COUNTY MANAGER,  who is personally known to me or  who produced \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC – State of Florida

Approved as to form and legality:

By: \_\_\_\_\_

JOEL FOREMAN  
County Attorney, Columbia County

**IN WITNESS WHEREOF**, Assignee has executed and accepts this ASSIGNMENT OF BELOW GROUND EASEMENT AGREEMENT DATED MARCH 31, 2023 as of the Effective Date, as hereby amended.

Signed, sealed and delivered  
in the presence of:

ASSIGNEE:  
CITY OF LAKE CITY, FLORIDA

Sign \_\_\_\_\_

By: \_\_\_\_\_

NOAH WALKER, MAYOR

Print \_\_\_\_\_

OR

CHEVELLA YOUNG, VICE MAYOR

ATTEST:

Sign \_\_\_\_\_

By: \_\_\_\_\_

AUDREY E. SIKES, CITY CLERK

Print \_\_\_\_\_

(SEAL)

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me in my physical presence this 29<sup>th</sup> day of May, 2026, by \_\_\_\_\_, CITY OF LAKE CITY, FLORIDA,  who is personally known to me or  who produced \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
**NOTARY PUBLIC – State of Florida**

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me in my physical presence this 29<sup>th</sup> day of May, 2026, by AUDREY E. SIKES, CITY OF LAKE CITY, FLORIDA,  who is personally known to me or  who produced \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
**NOTARY PUBLIC – State of Florida**

Approved as to form and legality:

By: \_\_\_\_\_  
CLAY MARTIN  
City of Lake City Attorney

**IN WITNESS WHEREOF**, Grantor has executed and consents to this ASSIGNMENT OF BELOW GROUND EASEMENT AGREEMENT DATED MARCH 31, 2023 as of the Effective Date, as hereby amended.

Signed, sealed and delivered  
in the presence of:

WEYERHAEUSER NR COMPANY, a  
Washington Corporation

Sign \_\_\_\_\_

By: \_\_\_\_\_

Print \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sign \_\_\_\_\_

Print \_\_\_\_\_

(SEAL)

**STATE OF WASHINGTON  
COUNTY OF KING**

The foregoing instrument was acknowledged before me in my physical presence this 29<sup>th</sup> day of May, 2026, by \_\_\_\_\_, the \_\_\_\_\_ of Weyerhaeuser NR Company,  who is personally known to me or  who produced \_\_\_\_\_ as identification.

(seal)

**NOTARY PUBLIC – State of Washington**

**File Attachments for Item:**

3. City Council Resolution No. 2026-067 - A resolution of the City of Lake City, Florida, authorizing the execution of the closing statement, closing affidavit, and closing agreements in furtherance of the closing of the acquisition of the North Florida Mega Industrial Park Waste Water Treatment Plant contemplated by the agreement approved by Resolution 2026-043; authorizing the expenditure of funds as represented on said closing statement in furtherance of the closing of the acquisition of the North Florida Mega Industrial Park Waste Water Treatment Plant contemplated by the agreement approved by Resolution 2026-043; making certain findings of fact in support of the City authorizing the execution of said documents; recognizing the authority of the Mayor to execute and bind the City to said documents; recognizing the authority of the Vice-Mayor to execute and bind the City to said documents in the absence or unavailability of the Mayor; directing the Mayor or Vice-Mayor, as appropriate to execute and bind the City to said agreements and instruments; authorizing and directing the City Manager to take such actions as are necessary and proper to give effect to the expenditure of funds authorized hereby; repealing all prior resolutions in conflict; and providing an effective date.

Please Note: The documents which comprise the exhibit attached to Resolution 2026-067 continue to undergo legal review by legal counsel for the City, and the County, and said documents may undergo minor amendments prior to the special meeting. Any such amended documents will be provided as soon as available.

## **RESOLUTION NO 2026 - 067**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF THE CLOSING STATEMENT, CLOSING AFFIDAVIT, AND CLOSING AGREEMENTS IN FURTHERANCE OF THE CLOSING OF THE ACQUISITION OF THE NORTH FLORIDA MEGA INDUSTRIAL PARK WASTE WATER TREATMENT PLANT CONTEMPLATED BY THE AGREEMENT APPROVED BY RESOLUTION 2026-043; AUTHORIZING THE EXPENDITURE OF FUNDS AS REPRESENTED ON SAID CLOSING STATEMENT IN FURTHERANCE OF THE CLOSING OF THE ACQUISITION OF THE NORTH FLORIDA MEGA INDUSTRIAL PARK WASTE WATER TREATMENT PLANT CONTEMPLATED BY THE AGREEMENT APPROVED BY RESOLUTION 2026-043; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY AUTHORIZING THE EXECUTION OF SAID DOCUMENTS; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID DOCUMENTS; RECOGNIZING THE AUTHORITY OF THE VICE-MAYOR TO EXECUTE AND BIND THE CITY TO SAID DOCUMENTS IN THE ABSENCE OR UNAVAILABILITY OF THE MAYOR; DIRECTING THE MAYOR OR VICE-MAYOR, AS APPROPRIATE TO EXECUTE AND BIND THE CITY TO SAID AGREEMENTS AND INSTRUMENTS; AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE SUCH ACTIONS AS ARE NECESSARY AND PROPER TO GIVE EFFECT TO THE EXPENDITURE OF FUNDS AUTHORIZED HEREBY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Columbia County Board of County Commissioners (the "County") owns a wastewater collection, transmission, treatment, and disposal system, the real property on which it is situate, and other related assets (the "Treatment Plant"), located in Columbia County, Florida, located east of the North Florida Mega Industrial Park; and

WHEREAS, the County and the City of Lake City, Florida (the "City") entered into that certain *Agreement for Sale and Purchase of Certain Wastewater System Assets* (the "Purchase Agreement") in April 2026, whereby the County will sell to the City the assets and assign certain liabilities associated with the Treatment Plant, and Lake City will purchase from the County the assets and certain liabilities associated with the Treatment Plant; and

WHEREAS, the County has the power and authority to sell the Treatment Plant and Lake City has the power and authority to acquire and to operate the Treatment Plant in order to provide

wastewater infrastructure and treatment services within Columbia County; and

WHEREAS, pursuant to Section 180.301, Florida Statutes, the City has examined the assets to be acquired, has examined the Treatment Plant and the City's existing financial structures, has examined the long-range needs and goals of the City relative to the provision of wastewater service to present and future citizens of the City and the County, and has determined consummating and closing the acquisition of assets contemplated by the Purchase Agreement is in the public interest; and

WHEREAS, pursuant to Section 125.3401, Florida Statutes, the County has examined the assets to be conveyed, has examined the County's existing financial structures, has examined the long-range needs and goals of the County relative to the provision of wastewater service to its present and future citizens, and has determined consummating and closing the conveyance of assets contemplated by the Purchase Agreement is in the public interest; and

WHEREAS, the City has retained the law firm of Norris & Norris, P.A. (the "Closing Attorney") to act as closing attorney, escrow agent, and title agent; and to provide legal services (collectively, the "Closing Services") to the City in furtherance of the consummation and closing contemplated by the Purchase Agreement; and

WHEREAS, the Closing Attorney has prepared a closing statement (the "Closing Statement") in the form attached hereto as an exhibit hereto, which Closing Statement presents an accounting of the purchase price, and closing costs and credits to both the City and the County; and

WHEREAS, the Closing Statement further provides the net amount of funds the City must remit to the Closing Attorney to account for all of the City's net purchase price and closing costs; and

WHEREAS, adopting the Closing Statement and authorizing and directing the execution thereof, along with such other documents as are reasonably and routinely required in a real estate transaction is in the public interest and in the interests of the City; and

WHEREAS, authorizing and directing the City Manager to take such actions as are necessary and proper to give effect to the expenditure of funds as provided on the Closing Statement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the Closing Statement and authorizing and directing the execution thereof, along with such other documents as are reasonably and routinely required in a real estate transaction is in the public interest, in the interests of the City, and for public welfare; and

2. In furtherance thereof, the Closing Statement in the form of the exhibit attached hereto, should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. In the absence or unavailability of the Mayor, the Vice Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
5. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Closing Statement such other documents as are reasonably and routinely required in a real estate transaction; and
6. In the absence or unavailability of the Mayor, the Vice Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Closing Statement such other documents as are reasonably and routinely required in a real estate transaction; and
7. Authorizing and directing the City Manager to take such actions as are necessary and proper to give effect to the expenditure of funds as provided on the Closing Statement is in the public interest and in the interests of the City; and
8. Accordingly, the City Manager is authorized and directed to take such actions as are necessary and proper to give effect to the expenditure of funds as provided on the Closing Statement; and
9. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
10. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of May, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

# Closing Statement

**FILE NUMBER:** C1486

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**NAME OF BUYER:** City of Lake City, Florida  
**Address of Buyer:** 205 North Marion Avenue, Lake City, Florida 32055

**NAME OF SELLER:** Columbia County, Florida, a political subdivision of the State of Florida  
**Address of Seller:** 135 NE Hernando Avenue, Lake City, Florida 32055

**NAME OF LENDER:**  
**Address of Lender:**

**PROPERTY LOCATION:** 614 SE Industrial Park Terrace, Florida

**SETTLEMENT AGENT:** Norris & Norris, P.A.  
**Place of Settlement:** 253 NW Main Blvd., Lake City, Florida 32055

**SETTLEMENT DATE:** 5/29/26

**DISBURSEMENT DATE:** 5/29/26

<b>BUYER CHARGES:</b>	<b>P.O.C.:</b>	<b>Amount:</b>
Contract sales price		\$1,591,405.00
Settlement or closing fee (Norris & Norris, P.A.)	\$1.00	
Abstract or title search (Norris & Norris, P.A.)		\$225.00
Title Insurance (First American Title Insurance Company/Norris & Norris)		\$74,856.60
SE-100 (Norris & Norris, P.A.)		\$100.00
Recording fees (Columbia County Clerk of Court)		\$27.00
Recording Assignment BGEasement (Columbia County Clerk of Court)		\$69.50
Recording Assignment Spray Field (Columbia County Clerk of Court)		\$69.50
Survey (Pitman Engineering LLC)	\$1.00	
Appraisal (Chase Moses & Associates, Inc.)	\$4,675.00	
Wire Transfer Fees Incoming (Norris & Norris, P.A.)		\$15.00
	<b>Total Charges:</b>	<b>\$1,666,767.60</b>

**Cash due from buyer: \$1,666,767.60**

<b>SELLER CREDITS:</b>	<b>Amount:</b>
Contract sales price	\$1,591,405.00
	<b>Total Credits: \$1,591,405.00</b>

<b>SELLER CHARGES:</b>	<b>P.O.C.:</b>	<b>Amount:</b>
Wire Transfer Fees Outgoing (Norris & Norris, P.A.)		\$30.00
Attorney Fees to County Attorney (The Law Offices of Joel F. Foreman, PLLC)	\$1.00	
	<b>Total Charges:</b>	<b>\$30.00</b>

**Cash due to seller: \$1,591,375.00**

**Buyer**

# Closing Statement

FILE NUMBER: C1486

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THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF, AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

## Seller

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF, AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

**File Attachments for Item:**

4. City Council Resolution No. 2026-064 - A resolution of the City of Lake City, Florida, approving that certain application for funds from the Federal Aviation Administration Infrastructure Investment and Jobs Act Grant for T-hangar taxi lane rehabilitation and drainage improvements at the Lake City Gateway Airport; making certain findings of fact in support of the City applying for such grant funds; recognizing the authority of the City Manager or his designee to submit such application; directing the City Manager or his designee to submit such application; repealing all prior resolutions in conflict; and providing an effective date.

**RESOLUTION NO 2026 – 64**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN APPLICATION FOR FUNDS FROM THE FEDERAL AVIATION ADMINISTRATION INFRASTRUCTURE INVESTMENT AND JOBS ACT GRANT FOR T-HANGER TAXI LANE REHABILITATION AND DRAINAGE IMPROVEMENTS AT THE LAKE CITY GATEWAY AIRPORT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPLYING FOR SUCH GRANT FUNDS; RECOGNIZING THE AUTHORITY OF THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT SUCH APPLICATION; DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT SUCH APPLICATION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the “City”) by and through the Lake City Gateway Airport (the “Airport”) desires to apply for funds through the Federal Aviation Administration Infrastructure Investment and Jobs Act Grant (the “Grant Program”) in the amount of \$220,096.00. (the “Grant Funds”); and

**WHEREAS**, the Airport will use the Grant Funds for T-hanger taxi lane rehabilitation and drainage improvements; and

**WHEREAS**, upon approval, the Grant Funds will be used to cover the cost of said repairs, as detailed in the quote shown as an Exhibit attached hereto; and

**WHEREAS**, the Grant Program requires the City to provide matching funds in the amount of \$2,317.00; and

**WHEREAS**, the Grant Program requires the State to provide matching funds in the amount of \$9,267.00; and

**WHEREAS**, applying for the Grant Funds is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Applying for the Grant Funds is in the public or community interest and for public welfare; and
2. In furtherance thereof, applying to the Grant Program for an award of the Grant Funds should be and is approved by the City Council of the City of Lake City; and

3. The City Manager of the City of Lake City or his designee is authorized and directed to execute on behalf of and bind the City to such documents as are necessary to apply for the Grant Funds; and
4. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of May, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**Federal Assistance Request Checklist**

Airport:	Lake City Gateway Airport (LCQ)
Sponsor:	City of Lake City
City, State:	Lake City, Florida
Date of Application:	May 2026
Type of Application:	FY 2026 IJA Grant Application - Construct

**Cover Letter:**

- 1. Letter of Credit method of payment requested.
- 2. Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)
- 3. If pre-application, proposed application date identified.
- 4. If application, any changes to requested amount are identified and reasons provided.
- 5. If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.
- 6. If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.

**Pre Application:**

- 7. Standard Form 424; Form 5100-100 (Part II and Part III)
- 8. Detailed Project Information Sheet
- 9. Project Cost Estimates – One for each project and a summary
- 10. Project Sketch – One for each or one drawing with all projects
- 11. Environmental Determination Documentation for each project (CATEX Checklist, Copy of FONSI or ROD Signature Page)
- 12. Individual Project Schedules
- 13. Airport Sponsor AIP Certifications
- 14. Exhibit "A" (Airport Property Inventory Map)
- 15. Exhibit "C" (Title Opinion)

**Application:**

- 13. Standard Form 424; Form 5100-101 (Part II); Form 5100-101 (Part III)
- 14. Detailed Project Information Sheet
- 15. Individual Project Cost Breakdowns and Total Cost Summary
- 16. Bid Tabulations and Recommendation for Award Letter or:
  - 16.1 Construction Agreement
  - 16.2 Consultant-Inspection Agreement
  - 16.3 Consultant – Design Agreement
  - 16.4 Consultant – Planning Agreement
- 17. Project Sketch – One for each or one drawing with all projects
- 18. Environmental Determination Documentation for each project
- 19. Individual Project Schedules
- 20. Appraisals (Land Acquisition Projects)
- 21. Independent Cost Estimates (Design-Only Projects or Construction Phase Services)
- 22. Airport Sponsor AIP Certifications
- 23. Exhibit "A" (Airport Property Inventory Map)
- 24. Exhibit "C" (Title Opinion)

# Standard Form 424

**Application for Federal Assistance SF-424**

*1. Type of Submission:		*2. Type of Application		* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision		

*3. Date Received:	4. Applicant Identifier:
--------------------	--------------------------

5a. Federal Entity Identifier: LCQ	*5b. Federal Award Identifier:
---------------------------------------	--------------------------------

**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
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**8. APPLICANT INFORMATION:**

*a. Legal Name: City of Lake City	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000317	*c. UEI: GSPXME95JAG9

**d. Address:**

*Street 1:	205 N. Marion Avenue
Street 2:	
*City:	Lake City
County/Parish:	Columbia
*State: Province:	FL
*Country:	32055
*Zip / Postal Code	USA: United States

**e. Organizational Unit:**

Department Name:	Division Name:
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**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:	Mr.	*First Name:	Noah
Middle Name:			
*Last Name:	Walker		
Suffix:			
Title:	Mayor		
Organizational Affiliation:	N/A		
*Telephone Number:	386-360-9172	Fax Number:	

*Email:	WalkerN@lcfcla.com
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**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**\*11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.116 Airport Improvement Program (AIP)

**\*12. Funding Opportunity Number:**

N/A

\*Title:

N/A

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Columbia

**\*15. Descriptive Title of Applicant's Project:**

T-Hangar Taxilanes Rehabilitation (Design), Drainage Improvements, Exhibit A Property Map Update and FY27-FY29 DBE Plan Update

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant: 5

\*b. Program/Project: 5

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 09/01/2026

\*b. End Date: 06/30/2027

**18. Estimated Funding (\$):**

*a. Federal	\$ 220,096
*b. Applicant	\$ 0
*c. State	\$ 9,267
*d. Local	\$ 2,317
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 231,680

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes  No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \*First Name: Noah  
Middle Name: \_\_\_\_\_  
\*Last Name: Walker  
Suffix: \_\_\_\_\_

\*Title: Mayor

\*Telephone Number: 386-360-9172

Fax Number:

\* Email: WalkerN@lcfla.com

\*Signature of Authorized Representative:

\*Date Signed:

# Standard Form 5100-100 (Part II)

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Yes

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

True

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

True

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Yes

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

True

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

True

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

True

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

True

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>
1. Assistance Listing Number:
2. Functional or Other Breakout:

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense (Independent Fee Estimate)			\$ 2,600
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			219,580
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous (DBE Plan Update FY27-FY29)			9,500
<b>14. Subtotal</b> (Lines 1 through 13)			<b>\$ 231,680</b>
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			231,680
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			0
<b>18. Subtotal</b> (Lines 16 through 17)			<b>\$ 231,680</b>
19. Federal Share requested of Line 18			220,096
20. Grantee share			2,317
21. Other shares			9,267
<b>22. TOTAL PROJECT</b> (Lines 19, 20 & 21)			<b>\$ 231,680</b>

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
<b>Total</b>	<b>\$ 0</b>

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	<b>\$ 2,317</b>
<b>25. Other Shares</b>	<b>Amount</b>
a. State	9,267
b. Other	
c. <b>TOTAL</b> - Other Shares	<b>\$ 0</b>
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 11,584</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

# Detailed Project Information Sheet

**Lake City Gateway Airport (LCQ)  
 Airport Improvement Program  
 FY 2026 IIJA Grant Application**

**Detailed Project Information**

Airport: Lake City Gateway Airport (LCQ)

City, State: Lake City, Florida

Project Title: T-Hangar Taxilanes Rehabilitation (Design), Drainage Improvements, Exhibit A Property Map Update and FY27-FY29 DBE Plan Update

Project Description: Rehabilitation of approximately 109,000 sq. ft. of taxilanes pavement. Work also includes approximately 550 linear feet of upgraded RCP to improve drainage on the transient apron as well as Exhibit A update and FY27—FY29 DBE Plan Update.

Project Justification: The taxilanes pavement condition ranges from a PCI of 44, very poor, to a PCI of 64, fair. Flooding from minor storm events impact usability of the transient aircraft apron.

Special Circumstances: None.

Project Cost Information:

Total Cost (100%)	FAA Share (95%)	State (4%)	Local (1%)
\$231,680	\$220,096	\$9,267	\$2,317

<b>Type of Funding Proposed (FAA Share Only)</b>			
<u>Fund Type</u>	<u>Funds Available</u>	<u>Funds to be Used</u>	<u>Funds Remaining</u>
FY 2024 BIL	\$280,828	\$220,096	\$60,732
FY 2025 BIL	\$282,000	\$0	\$282,000
FY 2026 BIL	\$285,000	\$0	\$285,000
FY 2026 NPE	\$150,000	\$0	\$150,000
Total	\$997,828	\$0	\$777,732

Alternate Funding Plan: None.

Individual Project Cost Breakdown  
and  
Total Cost Summary

**Lake City Gateway Airport (LCQ)  
 Airport Improvement Program  
 FY 2026 JIIA Grant Application**

**Project Costs**

Project Title: T-Hangar Taxilanes Rehabilitation (Design), Drainage Improvements, Exhibit A  
 Property Map Update and FY27-FY29 DBE Plan Update

	Cost (100%)	FAA (95%)
Professional Engineering & Environmental Services	\$219,580	\$208,601
DBE Plan Update FY-27-FY29	\$9,500	\$9,025
Independent Fee Estimate	\$2,600	\$2,470
Total Amount	\$231,680	\$220,096
Total Estimated Project Cost (100%)	\$231,680	
Total FAA Share Cost (95%)		\$220,096

Consultant Agreement:  
Supplemental Agreement 26-35

# City of Lake City, Florida



## Lake City Gateway Airport (LCQ)

### T-Hangar Taxilanes Rehabilitation and Drainage Improvements, Exhibit A Property Map Update and FY27-FY29 DBE Plan Update

by

**Passero Associates, LLC**

(Passero Project No. 20070044.0035)

## Supplemental Agreement 26-35

**Supplemental Agreement 26-35  
T-Hangar Taxilanes Rehabilitation and Drainage Improvements,  
Exhibit A Property Map Update & FY27-FY29 DBE Plan Update  
Lake City Gateway Airport, FL**

PASSERO ASSOCIATES ("PA" or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Professional Services Agreement with the City of Lake City (Owner or "Client") for Engineering and Consulting Services dated October 1, 2022, all of which terms and conditions are incorporated herein by reference.

**Project Location:** Lake City Gateway Airport, Lake City, Florida.

**Project Description:** The project consists of the rehabilitation of approximately 21,100 square feet of pavement within the existing T-hangar taxilanes through milling and overlay, as well as the replacement or upgrading of approximately 550 linear feet of reinforced concrete pipe (RCP) to improve drainage on the adjacent aircraft apron. The project will also include preparation of an updated Exhibit "A" Property Map and a Disadvantaged Business Enterprise (DBE) Program Update for FY 2027 through FY 2029.

**Scope of Basic Services:** Project formulation, Grant Administration, Design, and Bidding and Award Services (see Attachment A: Scope of Work).

**Scope of Special Services:** Survey and Geotechnical investigation. (see Attachment A: Scope of Work).

**Client Manager:** Mr. Don Rosenthal, City Manager.

**Airport Manager:** Mr. Ed Bunnell, Executive Director

**PA Program Manager:** Mr. Brad Wentz, P.E.

**PA Project Manager:** Mr. Bruce Bradley

**Basic Services Compensation and Method of Payment:** Not-to-Exceed \$174,105.00

**Special Services Compensation and Method of Payment:** Not-to-Exceed \$54,975.00

**Total Project Cost:** Not-to-Exceed \$229,080.00

**Schedule and Meetings:** Start work upon authorization of this supplemental agreement. Project design kick-off meeting, 60% and 100% Design Review Meetings with Airport, FAA and FDOT, and Field Check of Pre-Final Plans.

- Deliverables:**
1. Topographic Survey Maps, and Geotechnical Site Investigation Report
  2. Pre-Final Plans and Specifications, Cost Estimate.
  3. Final (Bid Set) Plans and Specifications, Cost Estimate
  4. Construction Safety Phasing Plan.

**"Consultant" – Passero Associates, LLC**

**"Client" – City of Lake City, Florida**

BY: \_\_\_\_\_  
Bradley Wentz, Vice President

BY: \_\_\_\_\_  
Noah Walker, Mayor

ATTEST BY: \_\_\_\_\_

ATTEST BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A: Scope of Work**

**T-Hangar Taxilanes Rehabilitation and Drainage Improvements, Exhibit A Property Map Update and FY27-FY29 DBE Plan Update  
(Design Phase)**

**Lake City Gateway Airport, Lake City, Florida**

**I. Project Description**

The project consists of the rehabilitation of approximately 21,100 square feet of pavement within the existing T-hangar taxilanes through milling and overlay, as well as the replacement or upgrading of approximately 550 linear feet of reinforced concrete pipe (RCP) to improve drainage on the adjacent aircraft apron. The scope of work includes, but is not limited to, bituminous asphalt pavement rehabilitation, earthwork and grading, storm sewer improvements, limerock base construction, asphalt paving, and pavement markings. The project will also include preparation of an updated Exhibit "A" Property Map and a Disadvantaged Business Enterprise (DBE) Program Update for FY 2027 through FY 2029.

**II. Basic Services**

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Lake City (City) with the Design Phase of the T-Hangar Taxilanes Rehabilitation and Drainage Improvements Project. Project services include design validation and conformance with FAA applicable design guidance. FAA guidance documents include but are not limited to:

- Advisory Circular 150/5300-13 Change 1, Airport Design
- Advisory Circular 150/5320-5, Airport Drainage Design
- Advisory Circular 150/5320-6, Airport Pavement Design and Evaluation
- Advisory Circular 150/5370-2, Operational Safety on Airports During Construction
- Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports

**A. Project formulation and Grant Administration Phase:**

The Consultant shall support project formulation and funding coordination for the T-Hangar Taxilanes Rehabilitation and associated Drainage improvements. The project is anticipated to be funded through a combination of Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), and City of Lake City funding sources. FAA participation is expected to be limited to the mill and overlay of a 25-foot width of each taxilane within the project limits (approximately 21,100 square feet), consistent with current FAA eligibility and design standards. Improvements outside of this core section, including outboard pavement, and T-hangar aprons are anticipated to be funded by FDOT and/or local sources.

The Consultant shall structure the project to align design development, quantity takeoffs, and contract packaging with the identified funding sources. Services shall include, but not be limited to, the following:

- Development of engineer's cost estimates at each design phase with quantities allocated by funding eligibility (FAA, FDOT, City/Local).
- Preparation of bid schedules and contract documents that clearly segregate work items based on funding source and participation.
- Evaluation and incorporation of a base bid and additive and/or deductive alternates, as necessary, to provide flexibility for project award within available funding.
- Ongoing coordination of design and quantity development to reflect changes in project geometry and scope, ensuring accurate cost allocation and compliance with funding requirements.

The Consultant shall aid the City by acting as its liaison and Project coordinator with FAA and FDOT during the Project's design. In addition, the Consultant shall assist the City in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Preparation of grant application packages; coordination of their execution by the City; and submission to the funding agencies.
2. During the Design Phase, to aid the City by acting as its liaison and Project coordinator with the funding agencies.
3. The estimated construction cost of this improvement is \$680,000. The Consultant shall evaluate and validate the proposed construction budget and keep the City apprised during each phase of the Project of the results of such evaluation. The Consultant shall advise the City as to options available for reducing construction costs to maintain the budget, if it appears likely that contractor bid prices will exceed this budget.
4. Perform Project management duties such as Project planning, invoice preparation, schedule coordination, coordination of design team and internal cost control.
5. Schedule coordination: Consultant shall provide continued coordination so that Project schedules are met for each phase of work included in this contract. Phases of design may be delayed by the FAA or other review agencies.
6. The design schedule is anticipated to be as follows:

<u>Time from Contract Execution from Receipt of Notice to Proceed (NTP)</u>	
Project Kick off	September 2026
Preliminary Design (includes Field Data Collection)	60 days
Pre-Final Design	60 days
Final Design	60 days (February 2027)

7. Exhibit A Airport Property Map
  - a. Study Design – This task includes project setup and preparation of the scope of services, project approach, and anticipated schedule for the Exhibit A update. The Consultant will coordinate with the Sponsor and Airport staff to confirm the intended project approach, available background information, and anticipated deliverables. Coordination with the FAA will be provided as appropriate during the development and review of the Exhibit A.  
Product: Scope of services and project approach for the Exhibit A update.
  - b. Meetings, Presentations, and Coordination – Project coordination will be provided throughout the Exhibit A update effort. Up to four project coordination/review meetings are anticipated for this task. Meetings are anticipated to be held virtually via Microsoft Teams unless otherwise requested. Anticipated meetings include the following:
    - i. Meeting 1: Kickoff Meeting with the Sponsor and project team for the preparation of the Exhibit A.
    - ii. Meeting 2: Project update or the Exhibit A task.
    - iii. Meeting 3: Discuss Exhibit A draft with Sponsor before sending to the FAA for review.
    - iv. Meeting 4: Discussion of FAA comments on the Exhibit A.
  - c. Basic Assumptions - The following is a list of assumptions which forms the basis of the cost for providing these services. It must be noted that any change to these assumptions constitutes a change in the project scope possibly requiring an additional fee.
    - i. The Sponsor and airport staff will be responsible for providing the following
      1. Survey information of current facilities, elevations of adjacent buildings, trees, etc.
      2. Property, boundary, easement, right-of-way, topographic and utility surveys
      3. Zoning, deed and other land use information

- ii. The Sponsor will provide for and/or arrange access to and make provisions for the Consultant and subconsultants to enter upon public and private property for performance of the Scope of Work.
8. Perform a preliminary environmental review, including review of the previous Master Plan. Complete appropriate NEPA forms and submit to the FAA, as required. A CATEX is assumed to be the appropriate documentation.

**B. Joint Automated Capital Improvement Program (JACIP) and FAA Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) Assistance**

The Consultant shall assist the City in the update to the Airport JACIP in the following areas:

1. Coordinate the Engineer's opinion of probable costs for design and construction with existing input in the JACIP
2. Update the JPM with Engineer's certifications of plans and specifications.
3. Upload plans and specifications into JPM.
4. Assist City in uploading signed task orders and third-party agreements.
5. Create "Non-Rule making Airport" (NRA) case on FAA OE/AAA site for FAA review of the project construction.

**C. Preliminary Design Phase (30%):**

The Preliminary Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The Consultant will evaluate pavement rehabilitation and phasing alternatives through contacts with local authorities, review of the pre-application, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction Projects to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Project kickoff meeting and schedule development.
- Coordinate survey and geotechnical investigation (Cal-Tech Testing and Southeast Surveying and Mapping Corporation).
- Preliminary pavement rehabilitation concepts and recommendations based on geotechnical data.
- Preliminary grading and drainage concepts.
- Preliminary CSPP concept.
- 30% plans, preliminary quantities, and Opinion of Probable Construction Cost (OPCC)
- Perform a preliminary Project site inspection to further familiarize the design team with the Project areas.

**D. Pre-Final (90%) Design Phase**

The services to be performed during this Phase consist generally of services required to furnish the City with a set of Pre-Final Plans, Contract Document and Technical Specifications.

The specific services to be provided or furnished for this Phase of the Project are the following:

- Advance civil, pavement, grading, and drainage design.

- Prepare technical specifications and bid schedule consistent with FAA AC 150/5370-10.
- Prepare updated OPCC
- Quality control review prior to agency submittal.
- Submit 90% package for City/FAA/FDOT review.

**E. Final/Bid Set (100%)**

The services included under this Phase shall generally consist of services required to furnish the City with a complete set of Contract Documents for the Project, including Final Plans, Specifications, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with City comments and then completion of the final design. Plans and Specifications will be completed; final design will be coordinated with the City; and a complete set of bid documents will be furnished to the City. A final opinion of probable construction costs and the final Design Report will also be prepared and submitted. A final Construction Safety Phasing Plan (CSPP) and Construction Management Plan will be provided as well.

The specific services to be provided or furnished for this Phase of the Project are the following:

- Incorporate review comments from City/FAA/FDOT.
- Finalize the grading and drainage system design.
- Prepare final construction plans, supplemental documents and construction phasing plans.
- Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
- Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
- Prepare final contract agreements and technical specifications.
- Submit advance final documents to the City, FAA, and FDOT for final review and comment. The design team and the City will conduct a final design review meeting to discuss contents, costs and other comments.
- Reproduce copies of the bid documents which include plans, specifications, and construction phasing plans, soil boring logs and typical cross sections. These documents will be supplied to the City.
- Finalize sealed plans, specifications, bid schedule, and OPCC.
- Prepare advertisement-ready bid documents.

After final comments are provided by the City, FAA and FDOT, Passero will develop a complete BID Set of contracts plans and specifications.

**F. Bidding and Award Phase Services**

- Respond to bidder RFIs
- Prepare addenda (assumes up to three addenda).
- Attend pre-bid meetings, in person.
- Attend Bid Opening, in person.
- Review Bids and Prepare Bid Tabulation and Recommendation of Award letter.

- Prepare "For Construction" Drawings and Contract Book

#### **G. DBE Plan Update and Goal**

Receipt of a grant from the Florida Department of Transportation (FDOT) and/or FAA is anticipated in the future, which will reimburse the Sponsor for costs associated with the preparation of the DBE Plan. More specifically, the Planning Phase Services will include the following elements of work:

1. Prepare work scope and fees.
2. Scoping calls/e-mails with FDOT Aviation, Sponsor, Consultant, and Subconsultant.
3. Provide a proposed legal advertisement for public input into proposed DBE goals for the Lake City Gateway Airport within seven (7) working days of the issuance of a "Notice to Proceed".
4. Develop interim goals for DBE participation in FAA projects with its associated methodology for the Lake City Gateway Airport for coordination with the FAA within seven (7) working days following the issuance of a "Notice to Proceed".
5. Within seven (7) working days, following final input from the public pertaining to proposed DBE goals, establish final goals and methodology for submission to FAA.
6. Develop a DBE Plan in accordance with 49 CFR, Part 26, suitable for final coordination with the Sponsor and the FAA.
7. Conduct stakeholder consultation teleconference.
8. Submit all documents to the FAA through civil-rights-connect.

#### **III. Special Services**

1. Special services associated with this project are topographic survey and geotechnical investigation.
2. This Phase of the Project does not include any other special services. However, if during the later stages of the design phase of this project, other special services are needed, such services shall be performed by the Consultant for additional compensation and only as requested and agreed to by the Consultant and City, and approved, in writing, by the City.

#### **IV. Meetings, Presentations and Deliverables**

1. Passero Associates will prepare for and attend the following meetings:
  - Project Design Kick-off Meeting
  - Site Inspection of project area
  - Project 60% Design Review Meeting with Airport, FAA and FDOT.
  - Project 100% Design Review Meeting with Airport, FAA and FDOT.
  - Field Check of Pre-Final Plans
2. Passero Associates will provide the following deliverables to the City, FAA and FDOT:
  - Topographic Survey Maps, and Geotechnical Site Investigation Report
  - Pre-Final Plans and Specifications, Cost Estimate.
  - Final (Bid Set) Plans and Specifications, Cost Estimate
  - Construction Safety Phasing Plan.

#### **V. Other Considerations**

1. This Scope of Services does not include the following:
- Construction Administration / Resident Engineering / Construction Observation Phases.
  - Any additional Permitting
  - Wetland Delineation
  - Preparation of additional related Design, Construction Plans, and Specifications.
  - Other special services (such as environmental studies, permitting, traffic studies or other special studies, etc.) that may be desired or requested.
  - Payment of Any Utility Fees, City Health Department Fees, permit fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.

If such services are later determined to be required before the project is complete, they shall be performed as additional services only under a separate written agreement and as approved by the City.

The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from City archives. Passero is not responsible for data that is not provided for during the course of this Agreement

**End of Scope of Services**

**Schedule B**  
**Passero Associates, LLC**  
**Consultant Services Fees and Costs**

**Airport: Lake City Gateway Airport**  
**Project: T-Hangar Taxiilane Rehabilitation, Drainage Improvements, Exhibit A Property Map Update and FY27-FY29 DBE Update**  
**PA Project No: 2007004.0035**  
**4/29/2026**  
**Prepared By: BCB**

Project Phases	Project Tasks	Employee Classifications				Task Totals	Phase Totals
		Project Mgr.	Project Engineer	Staff Engineer	Grants Admin. Asst.		
<b>A. Project Formulation and Grant Administration</b>	Project Planning & Coordination with City and FBO	8	6		4	\$ 1,152.28	\$ 4,967.72
	Preliminary Construction Budget	2	4	4		\$ 596.82	
	Exhibit A Preparation & Coordination	15	6			\$ 1,533.15	
<b>B. JACIP and OE/AAA</b>	Categorical Exclusion	15	6		4	\$ 1,685.47	\$ 1,352.20
	OE/AAA Submission	2	2	4	2	\$ 542.78	
	Grant and JACIP Support	2	4	2	8	\$ 809.42	
<b>C. Preliminary Design (30%)</b>	Start-up & Initial Site Inspection	4	12	4		\$ 1,269.96	\$ 8,355.46
	Data Collection & Sub Coordination	8	8	4	4	\$ 1,466.56	
	Concept Plans	2	24	40		\$ 3,555.54	
	Internal QA/QC	8	6			\$ 999.96	
<b>D. Pre-Final Design (90%)</b>	Interim Plan Review	4	6	8		\$ 1,063.44	\$ 15,771.18
	Pre-Final Plans	16	40	60		\$ 6,583.92	
	Front End Specifications	2	4	2	8	\$ 809.42	
	Technical Specifications	2	12	8	6	\$ 1,530.18	
	Opinion Cost Update and Design Report	2	20	12	4	\$ 2,158.90	
	Develop Construction Safety Phasing Plan	2	8	16	2	\$ 1,485.62	
<b>E. Final Design (100%)</b>	Internal QA/QC	8	8		4	\$ 1,282.48	\$ 18,978.84
	Interim Plan Review	4	4	8		\$ 933.24	
	Finalize Contract Plans (assume 30 sheets)	24	80	115		\$ 12,328.38	
	Finalize Front End Specifications	2	2		4	\$ 434.86	
	Finalize Technical Specifications	2	8	4	2	\$ 933.38	
	Finalize Qty Takeoff	2	4	8		\$ 780.90	
	Finalize Opinion Cost	2	6	2		\$ 634.98	
	Finalize Construction Safety Phasing Plan	2	2	8	2	\$ 726.86	
<b>F. Bidding and Award Services</b>	Internal QA/QC	8	8		4	\$ 1,282.48	\$ 7,656.64
	Final Review Meeting with City and FBO	6	6	4	2	\$ 1,107.86	
	Finalize and Submit Bid Documents	2	4	4	4	\$ 749.14	
	Host Bid, Advertisement, Contractor Outreach	4	6		8	\$ 999.92	
	Prepare and Attend Pre-bid Conference	6	4	2	4	\$ 961.78	
<b>G. DBE Plan Update and Goal</b>	Address RFIs and Addendum	6	8	6	4	\$ 1,406.26	\$ 1,675.68
	Bid Opening Meeting	6	6		2	\$ 923.78	
	Bid Tab, Rec of Award, Conformed Sets	10	20	20	10	\$ 3,364.90	
	Prepare Work Scope and Fees	4			4	\$ 457.00	
	Scoping calls with FDOT Aviation, Sponsor, Consultant, and Sub Consultant	4			2	\$ 380.84	
	Stakeholder consultation teleconference	2				\$ 152.34	
	Develop DBE Plan	4			4	\$ 457.00	
Submit documents to FAA	2			2	\$ 228.50		
<b>Total Hours:</b>		190	354	349	64		957
<b>Hourly Rate (2026):</b>		\$ 76.17	\$ 65.10	\$ 46.02	\$ 38.08		
<b>Direct Salary Cost:</b>		\$ 14,472.30	\$ 23,045.40	\$ 16,060.98	\$ 2,437.12		\$ 56,015.80

Travel: Number of Trips	4
Travel: Mileage per Trip	180
Travel: Cost per Mile	\$ 0.73
<b>Total Travel Costs:</b>	<b>\$ 525.60</b>
Per Diem: Number of Days	4
Per Diem Rate	\$ 85.00
<b>Total Per Diem Costs:</b>	<b>\$ 340.00</b>
Fee for Geotechnical Investigation:	\$ 2,275.00
Fee for Topo Survey:	\$ 3,700.00
Fee for Exhibit 'A' Update	\$ 39,500.00
Fee for DBE Plan Update and Uniform Reporting:	\$ 9,500.00
<b>Total Subconsultant Costs:</b>	<b>\$ 54,975.00</b>
Reproduction (copies, presentations, boards, plans)	\$ 300.00
Miscellaneous Expenses	\$ 300.00
<b>Total Direct Non-salary Expenses</b>	<b>\$ 56,440.60</b>

Summary of All Fees and Costs:	
Total Hours:	957
Total Direct Salary Costs:	\$ 56,015.80
Overhead (168% of Direct Labor Costs):	\$ 94,106.54
<b>Total Labor Cost:</b>	<b>\$ 150,122.34</b>
Fixed Fee (15% of Total Labor Cost):	\$ 22,518.35
<b>Subtotal:</b>	<b>\$ 172,640.70</b>
Total Direct Non-salary Expenses:	\$ 56,440.60
<b>Total Cost (Labor, OH, Fixed Fee &amp; Expenses):</b>	<b>\$ 229,081.30</b>
<b>SAY:</b>	<b>\$ 229,080.00</b>



## Cal -Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

**LABORATORIES**

P.O. Box 1625 • Lake City, FL 32056  
Tel. (386) 755-3633 • Fax (386) 752-5456

450 SR 13N, Suite 106-308, Jacksonville, FL 32259  
Tel. (904) 381-8901 • Fax (904) 381-8902

April 28, 2026

Mr. Bruce Bradley, E.I.  
PASSERO  
335 S. Legacy Trail, Suite B-102  
St. Augustine, Florida 32092

**RE: Proposal for Pavement Evaluation  
Lake City Gateway Airport-Taxilane Pavement Rehabilitation  
Lake City, Florida**

Dear Mr. Bruce Bradley, E.I.:

Cal-Tech Testing, Inc. (CTTI) is pleased to submit this proposal to perform an evaluation throughout the Hangar Taxilane's pavement at the Lake City Gateway Airport in Lake City, Florida.

### SITE & PROJECT INFORMATION

Based on the information in the Project Sketch you provided to us, the referenced airport's hangar taxilane pavement rehabilitation project requires evaluation of the existing pavement section to aid in the design and construction.

### SCOPE OF SERVICES

Per your request the scope of services will consist of cutting cores at eight (8) locations as indicated on the Project Sketch. The core locations will be patched immediately at completion.

At completion of the pavement cores, we will deliver the core specimens to our laboratory for review and prepare a report summarizing the work done and providing the material and thickness of the pavement surface and base courses.

### ESTIMATED FEE

Based on the proposed scope of services the fee for our roadway pavement evaluation is as follows:

<b>Mobilization</b>	<b>\$ 300.00</b>
<b>Pavement Core (8 @ \$125 each)</b>	<b>\$1,000.00</b>
<b>Management (layout, coordination, etc.)</b>	<b>\$ 300.00</b>
<b>Report Preparation</b>	<b>\$ 600.00</b>
<b>Administration</b>	<b>\$ 75.00</b>
<b>Total</b>	<b>\$2,275.00</b>

Proposal for Pavement Evaluation  
Lake City Gateway Airport-Taxilane Pavement Rehabilitation  
Lake City, Florida

**Schedule**

We anticipate that our field work will encompass one (1) working day. Our report should be issued within 3 working days of completion of the field and laboratory work.

**Authorization**

If this proposal is acceptable, please authorize us to proceed with the proposed services by signing below and return to our office. A sub-contract agreement will also be sufficient as authorization.

**Closing**

CTI appreciates the opportunity to provide this proposal and we look forward to serving you on this and future projects. Should you have any questions concerning this proposal or the services proposed, please do not hesitate to contact me at our Lake City, FL office (386) 755-3633.

Sincerely,

**Cal-Tech Testing, Inc.**

Ivan E. Marciano, P.E.  
Sr. Geotechnical Engineer

Mike Stalvey, Jr.  
Vice-President

Proposal for Pavement Evaluation-Lake City Gateway Airport, Taxilane Pavement Rehabilitation, Lake City, Florida	
Name of Representative (Print)	Date
Title:	
Representative Signature:	



April 22, 2026

VIA EMAIL: <bbradley@passero.com>

Bruce Bradley, EI  
Project Manager  
PASSERO ASSOCIATES, LLC  
335 S. Legacy Trail, Suite B-102  
St. Augustine, FL 32092

**Topographic Survey  
LCQ Taxilanes and Drainage  
( 4 Acres +/-)**

Lake City Gateway Airport, 3824 US-90  
Lake City, Florida 32055

**Sections 35, Township 03 South, Range 27 East, Columbia County, Florida**

Dear Mr. Bradley,

We are pleased to submit our proposal for Surveying Services on the above referenced project.

**SCOPE OF WORK:**

Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

- A. Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
- B. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
- C. Establish a minimum of five (3) site benchmarks.
- D. Topographic coverage will be limited to:
  1. All survey points shall be depicted as “Civil Point Objects” as created in AutoCAD Civil 3D.
  2. All data shall be presented in state plane coordinates (NAD83). Vertical datum NAVD 88 shall be used.
  3. A Triangular Irregular Network (TIN) shall be created, and 3-D lines plotted for the purpose of Passero Associates to generate a 3D Model. The TIN shall be appropriately manipulated to create realistic break lines that most accurately model the existing ground surface.
  4. Provide spot elevations within the area indicated on the Survey Plan. Provide elevations on a 50’ max. grid. Increase the survey density as needed to accurately account for all noticeable grade changes.
  5. Locate all survey monuments or benchmarks that are present within the survey areas.
  6. Within indicated areas, locate all natural and manmade features including swales, ditches, change of grades and ponds and provide spot elevations every 50’ along top of bank, toe of slope, and centerline of swale/ditch.

Taxilanes and Drainage  
( 4 Acres +/-)  
at  
Lake City Gateway Airport (LCQ)



7. Locate and identify pavement markings. Airfield centerlines shall be located on center and edge stripes shall be located along outside edge at increments of 100'.
8. Locate all existing airfield edge lights with all duct and cable markers.
9. Locate horizontally and vertically existing edges of pavement for all pavements inside the survey corridor.
10. Locate and provide legend of all signage.
11. Provide location and elevations of drainage structures. All corner elevations shall be provided for top of grate elevations. Locate all storm pipes and provide pipe sizes, material, and inverts. If pipes extend beyond the survey boundary, then provide pipe & structure data at the point of pipe termination.
12. Locate all miscellaneous structures in paved and grassed areas.
13. Locate all above ground utilities, and underground utilities to the extent possible.
14. Provide locations of geotechnical borings (if applicable).
15. Provide finished floor elevations of all buildings located within or at the edge of the survey boundary (if applicable).
16. The survey deliverables shall be electronic files fully compatible with AutoCAD Civil 3D.
17. Provide horizontal and vertical control points that will be used for construction survey in the area of the topographic survey.
18. Provide survey in appropriate scale for readability.
19. During the construction phase of this project, the surveyor must be available to meet with the contractor to discuss any survey coordination such as control point and grading verification that may be required.

**Utility owners do not designate and mark their utilities as a result of contacting Sunshine 811 during the design phase. Therefore, Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from the Design Ticket.**

**ADDITIONAL SERVICES**

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**.



Taxilanes and Drainage  
( 4 Acres +/-)  
at  
Lake City Gateway Airport (LCQ)



**EXHIBIT "A"**  
**HOURLY RATES**

<b>Professional Surveyor &amp; Mapper</b>	<b>\$162.00/per hour</b>
<b>Project Manager (Survey)</b>	<b>\$162.00/per hour</b>
<b>Project Manager (SUE)</b>	<b>\$162.00/per hour</b>
<b>Senior Technician (Survey)</b>	<b>\$122.00/per hour</b>
<b>Senior Technician (SUE)</b>	<b>\$122.00/per hour</b>
<b>CAD Technician</b>	<b>\$108.00/per hour</b>
<b>2 Person Survey Field Crew</b>	<b>\$163.00/per hour</b>
<b>3 Person Survey Field Crew</b>	<b>\$214.00/per hour</b>
<b>4 Person Survey Field Crew</b>	<b>\$265.00/per hour</b>
<b>2 Person SUE Field Crew</b>	<b>\$198.00/per hour</b>
<b>3 Person SUE Field Crew</b>	<b>\$276.00/per hour</b>

# 2024-2025 SSMC Standard Rate Sheet

EXHIBIT "A"

## Surveying and Mapping Services

Labor Code	Category	Day	Night /Weekend
102	Professional Surveyor & Mapper/PSM	\$ 199.00 / per hour	
103	Project Surveyor	\$ 177.00 / per hour	
121	Expert Witness	\$ 360.00 / per hour	
111	Senior Technician	\$ 133.00 / per hour	
113	CAD Technician	\$ 118.00 / per hour	
011	Clerical	\$ 79.00 / per hour	\$ 118.00 / per hour
131	One Person Field Crew	\$ 133.00 / per hour	
132	Two Person Field Crew	\$ 178.00 / per hour	\$ 267.00 / per hour
133	Three Person Field Crew	\$ 233.00 / per hour	\$ 350.00 / per hour
134	Four Person Field Crew	\$ 289.00 / per hour	\$ 433.00 / per hour

## LiDAR/UAV

Labor Code	Category	Day	Night /Weekend
411	LiDAR Technician	\$ 133.00 / per hour	
401	LiDAR Project Manager	\$ 177.00 / per hour	
431	LiDAR One Person Field Crew	\$ 155.00 / per hour	
432	LiDAR Two Person Field Crew	\$ 204.00 / per hour	
011	Clerical	\$ 79.00 / per hour	\$ 118.00 / per hour
451	UAS/UAV Photogrammetry Crew	\$ 268.00 / per hour	
441	Mobile Scan Crew	\$ 268.00 / per hour	

## Construction Services

Labor Code	Category	Day	Night /Weekend
301	Construction Professional Surveyor & Mapper	\$ 203.00 / per hour	
302	Construction Project Manager	\$ 203.00 / per hour	
311	Construction Senior Technician	\$ 153.00 / per hour	
313	Construction CAD Technician	\$ 136.00 / per hour	
011	Clerical	\$ 79.00 / per hour	\$ 118.00 / per hour
331	Construction One Person Field Crew	\$ 153.00 / per hour	
332	Construction Two Person Field Crew	\$ 204.00 / per hour	\$ 306.00 / per hour
333	Construction Three Person Field Crew	\$ 268.00 / per hour	\$ 402.00 / per hour
334	Construction Four Person Field Crew	\$ 332.00 / per hour	\$ 498.00 / per hour

### GIS Services

Labor Code	Category	Day	Night /Weekend
501	Professional Engineer	\$ 213.00 / per hour	
514	GIS Project Manager	\$ 177.00 / per hour	
511	GIS Analyst	\$ 119.00 / per hour	
512	GIS Technician	\$ 79.00 / per hour	
011	Clerical	\$ 79.00 / per hour	\$ 118.00 / per hour
532	Two Person GIS Crew	\$ 178.00 / per hour	
531	One Person GIS Crew	\$ 133.00 / per hour	

### Subsurface Utility Engineering (SUE) Services

Labor Code	Category	Day	Night /Weekend
203	Project Manager	\$ 177.00 / per hour	\$ 265.00 / per hour
212	Senior Technician	\$ 133.00 / per hour	\$ 200.00 / per hour
011	Clerical	\$ 79.00 / per hour	\$ 118.00 / per hour
231	One Person Crew	\$ 178.00 / per hour	\$ 267.00 / per hour
232	Two Person Crew	\$ 216.00 / per hour	\$ 324.00 / per hour
233	Three Person Crew	\$ 301.00 / per hour	\$ 451.00 / per hour
211	One Person Concrete Radar Mapping/Imaging	\$ 217.00 / per hour	\$ 336.00 / per hour
<b>Vacuum Excavation (Per Test Hole)</b>			
N/A	1-3 Test Holes/Dirt	\$ 2,664.00	\$ 3,864.00
N/A	1-3 Test Holes/Asphalt/Concrete	\$ 2,664.00	\$ 3,864.00
N/A	4 or more Test Holes/Dirt (Per Location)	\$ 616.00 / each	\$ 924.00 / each
N/A	4 or more Test Holes/Asphalt/Concrete (Per)	\$ 765.00 / each	\$ 1,148.00 / each
<b>Temporary Traffic Control (TTC)</b>			
N/A	Per Lane Closure	\$ 1,013.00 / each	\$ 1,231.00 / each
N/A	Per Sidewalk Closure	\$ 500.00 / each	\$ 600.00 / each
N/A	Flagman Control (Hourly – Per Flagger)	\$ 100.00	\$ 150.00
<b>Mast Arms (Per Location)</b>			
N/A	Subsurface Utility Locating (QL-B & QL-A)	\$ 1,656.00	
N/A	Concrete/Asphalt Removal & Repair	\$ 436.00	
N/A	Survey Staking of Pole Location	\$ 431.00	

### Miscellaneous Services

Labor Code	Category	Day	Night /Weekend
<b>Per Diem/Lodging Expenses</b>			
N/A	Per Day Two Person Crew	\$ 395.00	
N/A	Per Day Three Person Crew	\$ 595.00	



May 5, 2026

Chris Johnson  
Passero Associates  
335 South Legacy Trail, Suite B-102  
St. Augustine, FL 32092

RE: Exhibit 'A' Services at Lake City Gateway Airport (LCQ)

Thank you for the opportunity to provide you with our proposal for services at Lake City Gateway Airport (LCQ). Herewith is our SOW for your review. If there is anything you would like to discuss further on this project please do not hesitate to reach out.

Thank you again, and we look forward to working with you on this project.

Sincerely,

**Woolpert, Inc.**  
Justin Ness, PLS  
Aviation Geospatial Practice Manager  
Senior Associate

Enclosure: Scope of Work dated 5/5/2026

Woolpert, Inc.  
12200 NW Ambassador Drive, Suite 610  
Kansas City, MO 64163  
816.895.9188

**SCOPE OF WORK  
FOR  
Lake City Gateway Airport (LCQ)  
Lake City, Florida  
Exhibit 'A' Update**

**DESCRIPTION**

Woolpert will complete an updated Exhibit 'A' – Airport Property Inventory Map. This project will follow the standards outlined in the following guidance:

- ➔ FAA SOP 3.00: Standard Operating Procedures (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps

This project will consist of preparing a new Exhibit 'A' Airport Property Inventory Map based on publicly available research, analysis, and historical information. This update will not include an airport boundary survey.

**PROJECT COORDINATION AND MANAGEMENT**

Woolpert will provide Project Management and Coordination services to ensure timely completion of this project using the following project management best practices:

Meetings with the Client and the project stakeholders as required will be completed at the beginning of the project to determine critical path project dates and establish the proposed deliverable schedule. Various meetings during this project will also be conducted to review the progress and discuss any potential deviations from the plan.

Woolpert will provide the Client with a monthly Project Status Report (PSR) outlining progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.

Woolpert will create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

**1.0 Prepare Exhibit 'A' – Airport Property Inventory Map**

Woolpert will complete research to obtain publicly available deeds and conveyances for all parcels held by the airport in fee title and/or avigation easements. The records research will include documents that have been recorded for airport property back to the first parcel of land as necessary to complete the Exhibit 'A'. If necessary, Woolpert may employ a local title company/research company to assist with records research. This is not to be construed as a "title commitment or title policy". Woolpert will research additional documents deemed necessary to properly determine boundary lines of parcels identified in the title research. This may require research of deeds, plats, records of surveys, etc. for property surrounding the airport to establish record boundary lines. Woolpert will coordinate with jurisdictions as appropriate

to gather any additional information as necessary.

Woolpert will coordinate with Passero, the airport and the FAA to gain access to historical records and research previous grant history of airport property. This research will be reflected on the Exhibit 'A' showing grants used for parcel acquisition including as match for funding and official FAA release of obligations.

Once research is completed, Woolpert will prepare a new Exhibit 'A' Airport Property Inventory Map compliant with the FAA ARP SOP 3.00: *Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps*. This includes research of FAA grant records to determine if and to what extents grants were used to acquire properties and/or if/when properties were used as a funding match for any federal grants. During various stages of completion of the Exhibit 'A', the Consultant will submit a draft set of the Exhibit 'A' Airport Property Inventory Map to the airport for their review and comment. Meetings will be scheduled for periodic reviews, including a draft review. The final Exhibit 'A' will be delivered in PDF format.

### **Assumptions**

Below is a list of assumptions associated with this scope of work:

- Woolpert will not provide land surveying services including monument recovery, boundary survey delineation, legal description preparation, legal opinion or title insurance.
- Passero will provide Woolpert with existing Exhibit 'A' and ALP for this airport at the time of NTP.
- Passero will provide Woolpert with digital CAD files of the Exhibit 'A' and ALP basemap, including airport planimetric features and safety area linework (RPZ, RSA, ROFA) to be utilized as supporting information on the Exhibit 'A'.
- Passero/Airport will provide Woolpert with any deed and/or record information that may be present in their information depository.
- Woolpert will not collect any geospatial information such as imagery or planimetric features etc. as part of this project.
- Existing utility easements that encumber or benefit airport property will be shown only if found during research activities. This Exhibit 'A' may not show all utility easements that benefit or encumber the airport, unless the easement was acquired using AIP grant funds, as the primary intent of the Exhibit 'A' is to show fee title and avigation easements affecting flight of aircraft.
- The existing property map provided to Woolpert by Passero, developed by Geomatics Corp., shows "lease lands". The Exhibit 'A' is not intended to show leased lands, a lease exhibit is not included with this scope of work.
- Record information taken from research will be used to establish bearings and distances to satisfy the requirement of *SOP 3.00 - Items 3 and 8.h*.

### **Delivery Schedule**

Woolpert will deliver the final deliverables for this project no later than 90 calendar days from the date of a notice to proceed. A formal project delivery schedule will be compiled based on project needs and negotiated prior to starting this project.

**Fee Breakdown**

The fee breakdown shown in the following table is based on Lump Sum progress billing. These fees are valid for project NTP in 2026. If NTP is delayed beyond 2026, Woolpert may require adjustments to this fee estimate to account for cost escalations.

<b>Fee Breakdown – Lump Sum</b>	
<b>Task Description</b>	<b>Fee</b>
1.0 – Prepare Exhibit 'A'	\$ 39,500
<b>Lump Sum Fee Total</b>	<b>\$39,500</b>



April 26, 2026

PASSERO ASSOCIATES, LLC  
Brad Wenthe, PE  
Southeast Aviation Services Director  
4730 Casa Cola Way Suite 200  
St. Augustine, FL 32095

RE: NEW DBE PLAN/GOALS FY 2027-FY 2029  
LAKE CITY GATEWAY AIRPORT LETTER OF AGREEMENT

Dear Mr. Wenthe:

It is my understanding that Passero Associates, LLC desires to engage a consultant to develop a Disadvantaged Business Enterprise Plan for the LAKE CITY GATEWAY AIRPORT, Lake City, Florida in accordance with 49 CFR, Part 26. Taffy Pippin Consulting LLC is pleased to offer the following proposal to accomplish these services.

Taffy Pippin Consulting, LLC will provide Passero Associates, LLC with a Disadvantaged Business Enterprise Plan in accordance with the provisions of 49 CFR Part 26, "Participation by Disadvantaged Business Enterprise in DOT Programs". Our services will include the following:

1. Provide a proposed legal advertisement for public input into proposed DBE goals for the Lake City Gateway Airport within ten working days of the issuance of a "Notice to Proceed";
2. Develop Interim goals for DBE participation in FAA projects with its associated methodology for Passero Associates, LLC to be coordinated with the Airport, and the FAA within ten working days following the issuance of a "Notice to Proceed";
3. Within ten working days, following final input from the public pertaining to proposed DBE goals, establish final goals and methodology for submission to the FAA;
4. Provide one copy of the final plan, for coordination;
5. Conduct Stakeholder Consultation;
6. Complete the annual Uniform Reports for FY 2027-FY 2029; and
7. Submit all documents through the FAA Civil Rights Connect portal.

Passero Associates, LLC will provide required information to complete the new DBE Program Plan and goals.

DBE FIRM  
3153 Lexington Road, Montgomery, AL 36106 / (334) 546-4717/

Taffy Pippin Consulting LLC will be paid the sum of Nine Thousand Five Hundred Dollars (\$9,500.00) for the above cited services which will include all out-of-pocket expenses:

New DBE Plan	\$2,000.00
FY 2027 Goal	\$ 0
FY 2027 Reporting	\$ 0
FY 2028 Goal	\$3,250.00
FY 2028 Reporting	\$ 500.00
FY 2029 Goal	\$3,250.00
FY 2029 Reporting	\$ 500.00
<hr/>	
Total	\$9,500.00

The completed Disadvantaged Business Enterprise Plan will be provided to Passero Associates, LLC to be delivered to the Lake City Gateway Airport.

If the above conditions and services are acceptable to you, would you please indicate your acceptance below. Your acceptance will also act as our "Notice to Proceed" on this important project.

Thank you for the privilege of offering these services in the development of this project and should you have any questions please don't hesitate to call.

Sincerely,

*Taffy V. Pippin*

Taffy Valdez Pippin  
Consultant/Planner

Accepted:  
Passero Associates, LLC

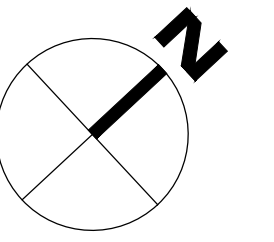
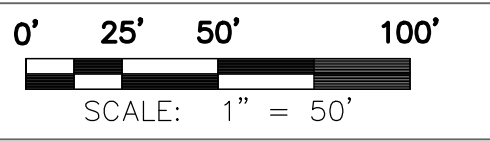
# Project Sketch

**LEGEND**

DRAINAGE IMPROVEMENT AREA



REHABILITATION AREA



Prepared For:  
**CITY OF LAKE CITY**

Stamp:  
NOT APPROVED UNLESS ACCOMPANIED WITH  
A VALID SIGNATURE

PRELIMINARY DOCUMENTS  
NOT FOR CONSTRUCTION

M. SINGLETARY  
ENGINEER OF RECORD LICENSE  
#71535

Client:



**Passero Associates**  
335 S. Legacy Trail, Suite B-102 (904) 757-6106  
Saint Augustine, FL 32092 Fax: (904) 757-6107  
Certificate of Authorization # 34028  
Principal-in-Charge B. WENTE  
Project Manager B. BRADLEY

Revisions			
No.	Date	By	Description

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ADMINISTRATIVE CODE 61G15-27.001 AND FLORIDA STATUTES 471.03(1).  
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Drawing Title:

**PROJECT  
SKETCH**

Project Location:  
**LAKE CITY GATEWAY  
AIRPORT (LCQ)**

Town/City:  
**LAKE CITY**  
County/State:  
**COLUMBIA, FLORIDA**

Project No.

Drawing No.

Date:  
**APRIL 2026**



**PROPOSED DRAINAGE  
IMPROVEMENTS**

**MILL,  
RESURFACE TAXILANES,  
& REMARK ASPHALT  
PAVEMENT AREA.**

**LIMIT OF SURVEY**

EXISTING BOX HANGARS

EXISTING T-HANGARS

EXISTING T-HANGARS

# Environmental Determination Documentation

FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX)  
SHORT FORM

Lake City Gateway Airport (LCQ)

T-Hangar Taxilanes Rehab,  
Exhibit A, Drainage Improvement

Airport: \_\_\_\_\_ Project Title: \_\_\_\_\_

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not have a significant effect(s) on the human environment. **Identify the applicable category on the line below from FAA Order 1050.1G, Appendix B, sections B-2.1 through B-2.6 for the Proposed Action.**  
Order 1050.1G, Appendix B, sections B-2.3 and 2.4

**List** all components of the Proposed Action and Connected Actions (if any) on a separate sheet. *A CATEX should not be used for a segment or an interdependent part of a larger proposed action.* **Include** a summary of existing conditions at the Proposed Action site. **Attach** a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

**Certify** that the Proposed Action and Connected Actions are **NOT** likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1G, Appendix A, Exhibit A-1. Extraordinary circumstances are listed in FAA Order 1050.1G, Appendix B, B-1(b), and summarized below:

- (1) An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300101, *et seq.*;
- (2) An effect on resources protected under Section 4(f) of the Department of Transportation Act;
- (3) An effect on natural, ecological, or scenic resources of Federal, state, Tribal (including Tribal trust or treaty protected resources), or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
- (4) An effect on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
- (5) A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
- (6) An increase in congestion from surface transportation (by causing a decrease in the level of service below acceptable levels determined by the appropriate transportation agency, such as a highway agency);
- (7) An effect on noise levels of noise sensitive areas;
- (8) An effect on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
- (9) An effect on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
- (10) Effects on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute regarding the analytical outcomes of the environmental review. Controversies on environmental grounds relate to a substantive issue pertaining to the analysis of effects, such as reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm. Mere opposition is not sufficient for a proposed action or its impacts to be considered highly controversial on environmental grounds. Opposition on environmental grounds by a Federal, state, or local government agency or by a tribe or a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement regarding the impacts of a proposed action exists. However, while a substantial number of persons affected by the action is a consideration, it is not necessarily determinative that extraordinary circumstances exist. If in doubt about whether a proposed action is highly controversial on environmental grounds, consult with the Orlando ADO;
- (11) Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
- (12) Likelihood to create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.



**CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST**

Lake City Gateway Airport (LCQ)

Airport: \_\_\_\_\_

Passero Associates

5/1/2026

Prepared and certified by: \_\_\_\_\_ Date: \_\_\_\_\_

	YES**	NO	COMMENTS
<b>THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1G, APPENDIX B, SECTIONS B-2.1 THROUGH B-2.6 AS AN ACTIVITY THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED</b>			
<b>THE PROPOSED ACTION CONSISTS OF:</b>			
Helicopter facilities or operations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Land acquisition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
New airport serving general aviation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Access or service road construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
New airport location	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
New runway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Runway extension, strengthening, reconstruction, resurfacing or widening	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Converting prime or unique farmland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Runway Safety Area (RSA) improvements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
ILS or ALS installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Airport development (hangars, terminal expansion)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
On-airport aboveground or underground fuel storage tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Construction, reconstruction, or relocation of an ATCT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>THE PROPOSED ACTION WILL AFFECT:</b>			
Historic/Archeological/Cultural Resources	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Section 4(f) or 6(f) resources	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Federally listed, endangered, threatened, or candidate species, or designated/proposed critical habitat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Federal, state, tribal, or local natural, ecological, or scenic resources	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Wetlands, floodplains, waterways, coastal zones	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Energy supply or natural resources	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Protected rivers or river segments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Established community(s), planned development, or plans/goals adopted by the local community	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Surface vehicular traffic (reduce LOS)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Air quality or violate Federal, state, tribal or local standards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>THE PROPOSED ACTION IS LIKELY TO:</b>			
Be Highly Controversial on Environmental Grounds	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Cause residential or business relocations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Contain Hazardous Materials or Affect Hazardous Materials/Sites	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Create a Wildlife Hazard per AC 150/5200-33	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

\*\* Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

# Project Schedule

**Lake City Gateway Airport (LCQ)  
Airport Improvement Program  
FY 2026 IIJA Grant Application**

**Project Schedule**

Project: T-Hangar Taxilanes Rehabilitation (Design), Drainage Improvements, Exhibit A Property Update and FY27-FY29 DBE Plan Update

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Submittal of Project Grant Application to FAA	05/2026
Grant Offer Submitted to Sponsor	08/2026
Execution of FAA Grant	08/2026
Design Kick Off	09/2026
Project Completion	02/2027
Grant Close-Out	03/2027

**INDEPENDENT FEE ESTIMATE  
FOR  
T-HANGAR TAXILANES REHABILITATION  
AND DRAINAGE IMPROVEMENTS  
PROJECT**

**PROJECT FORMULATION, DESIGN AND  
BIDDING PHASE SERVICES**

**LAKE CITY GATEWAY AIRPORT**

**LAKE CITY, FLORIDA**

**MAY 11, 2026**

**Prepared by:**

**AIRPORT IFE SERVICES, INC.  
115 BLEVINS RD.  
ROAN MOUNTAIN, TN 37687**



Schedule B

Airport: Lake City Gateway Airport  
 Project:  
 PA Project No:  
**IFE Prepared by Airport IFE Services, Inc. 5/11/26**  
 Prepared By:

Project Phases	Project Tasks	Employee Classifications				Task Totals	Phase Totals
		Project Mgr.	Project Engineer	Staff Engineer	Grants Admin. Asst.		
A. Project Formulation and Grant Administration	Project Planning & Coordination with City and FBO	8	6		2	\$ 1,076.12	\$ 4,847.26
	Preliminary Construction Budget	2	8	4		\$ 857.22	
	General Project Management	24	12		8	\$ 2,913.92	
B. JACIP and OE/AAA	OE/AAA Submission	2	4	2	2	\$ 580.94	\$ 1,390.36
	Grant and JACIP Support	2	4	2	8	\$ 809.42	
C. Preliminary Design (30%)	Start-up & Initial Site Inspection	4	12	4		\$ 1,269.96	\$ 8,345.98
	Data Collection & Sub Coordination	8	8	4	4	\$ 1,466.56	
	Concept Plans	2	24	32		\$ 3,187.38	
	Internal QA/QC	8	8		4	\$ 1,282.48	
	Interim Plan Review	4	6	8	2	\$ 1,139.60	
D. Pre-Final Design (90%)	Pre-Final Plans	16	24	60		\$ 5,542.32	\$ 14,621.82
	Front End Specifications	2	4	2	8	\$ 809.42	
	Technical Specifications	2	12	8	4	\$ 1,454.02	
	Opinion Cost Update and Design Report	2	20	12	4	\$ 2,158.90	
	Develop Construction Safety Phasing Plan	2	10	8	2	\$ 1,247.66	
	Internal QA/QC	8	8		4	\$ 1,282.48	
	Interim Plan Review	4	6	8	2	\$ 1,139.60	
E. Final Design (100%)	Finalize Contract Plans (assume 30 sheets)	20	75	115		\$ 11,698.20	\$ 18,440.70
	Finalize Front End Specifications	2	2		4	\$ 434.86	
	Finalize Technical Specifications	2	8	6	2	\$ 1,025.42	
	Finalize Qty Takeoff	2	4	6		\$ 688.86	
	Finalize Opinion Cost	2	6	2		\$ 634.98	
	Finalize Construction Safety Phasing Plan	2	4	8	2	\$ 857.06	
	Internal QA/QC	8	8		4	\$ 1,282.48	
	Final Review Meeting with City and FBO	6	4	6	2	\$ 1,069.70	
Finalize and Submit Bid Documents	2	4	4	4	\$ 749.14		
F. Bidding and Award Services	Host Bid, Advertisement, Contractor Outreach	4	8		8	\$ 1,130.12	\$ 7,050.38
	Prepare and Attend Pre-bid Conference	6	4	2	2	\$ 885.62	
	Address RFIs and Addendum	6	8	6	2	\$ 1,330.10	
	Bid Opening Meeting	6	2		2	\$ 663.38	
	Bid Tab, Rec of Award, Conformed Sets	12	20	8	12	\$ 3,041.16	
G. DBE Plan Update and Goal	Prepare Work Scope and Fees	2			2	\$ 228.50	\$ 1,371.02
	Scoping calls with FDOT Aviation, Sponsor, Consultant, and Sub Consultant	4				\$ 380.84	
	Stakeholder consultation teleconference	2				\$ 152.34	
	Develop DBE Plan	4			2	\$ 380.84	
	Submit documents to FAA	2			2	\$ 228.50	
<b>Total Hours:</b>		196	343	321	106		<b>966</b>
<b>Hourly Rate (2024):</b>		\$ 76.17	\$ 65.10	\$ 46.02	\$ 38.08		
<b>Direct Salary Cost:</b>		\$ 14,929.32	\$ 22,329.30	\$ 14,772.42	\$ 4,036.48		<b>\$ 56,067.52</b>

Travel: Number of Trips	5
Travel: Mileage per Trip	180
Travel: Cost per Mile	\$ 0.73
<b>Total Travel Costs:</b>	<b>\$ 652.50</b>
Per Diem: Number of Days	5
Per Diem Rate	\$ 85.00
<b>Total Per Diem Costs:</b>	<b>\$ 425.00</b>
Fee for Geotechnical Investigation:	\$ 2,275.00
Fee for Topo Survey:	\$ 3,700.00
Fee for Exhibit A Property Inventory Map (Woolpert):	\$ 39,500.00
Fee for DBE Plan Update and Uniform Reporting:	\$ 9,500.00
<b>Total Subconsultant Costs:</b>	<b>\$ 54,975.00</b>
Reproduction (copies, presentations, boards, plans)	\$ 1,500.00

Summary of All Fees and Costs:	
Total Hours:	966
Total Direct Salary Costs:	\$ 56,067.52
Overhead (174% of Direct Labor Costs):	\$ 97,557.48
<b>Total Labor Cost:</b>	<b>\$ 153,625.00</b>
Fixed Fee (15% of Total Labor Cost):	\$ 23,043.75
<b>Subtotal:</b>	<b>\$ 176,668.76</b>
Total Direct Non-salary Expenses:	\$ 58,552.50
<b>Total Cost (Labor, OH, Fixed Fee &amp; Expenses):</b>	<b>\$ 235,221.26</b>
<b>SAY:</b>	<b>\$ 235,000.00</b>

Schedule B

Airport: Lake City Gateway Airport	
Project:	
PA Project No:	
IFE Prepared by Airport IFE Services, Inc. 5/11/26	
Prepared By:	
Miscellaneous Expenses	\$ 1,000.00
Total Direct Non-salary Expenses	\$ 58,552.50

# Sponsor Certifications to the FAA

Drug-Free Workplace  
Plans and Specifications  
Selection of Consultants  
Conflict of Interest

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: City of Lake City, FL

Airport: Lake City Gateway Municipal Airport (LCQ)

Project Number:

Description of Work: T-Hangar Taxilanes Rehabilitation (Design), Drainage Improvements, Exhibit A Property Map Update and FY27-FY29 DBE Plan Update

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Lake City Gateway Municipal Airport (LCQ)

Address: 3524 US-90, Lake City, FL 32055

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: City of Lake City Florida

Name of Sponsor's Authorized Official: Noah Walker

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Lake City, FL

Airport: Lake City Gateway Municipal Airport (LCQ)

Project Number:

Description of Work: T-Hangar Taxilanes Rehabilitation (Design), Drainage Improvements, Exhibit A Property Map Update and FY27-FY29 DBE Plan Update

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
 Yes    No    N/A
  
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
 Yes    No    N/A
  
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
 Yes    No    N/A
  
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
 Yes    No    N/A
  
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
 Yes    No    N/A
  
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
 Yes    No    N/A
  
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
 Yes    No    N/A
  
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
 Yes    No    N/A
  
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
 Yes    No    N/A
  
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
  - a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
 Yes    No    N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: City of Lake City, FL

Name of Sponsor's Authorized Official: Noah Walker

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Lake City, FL

Airport: Lake City Gateway Municipal Airport (LCQ)

Project Number:

Description of Work: T-Hangar Taxilanes Rehabilitation (Design), Drainage Improvements, Exhibit A Property Map Update and FY27-FY29 DBE Plan Update

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes    No    N/A
5. Sponsor has publicized or will publicize a RFQ that:  
 a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  
 b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  
 Yes    No    N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
 Yes    No    N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  
 Yes    No    N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:  
 a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and  
 b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).  
 Yes    No    N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
 Yes    No    N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
 Yes    No    N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  
 Yes    No    N/A
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
 Yes    No    N/A





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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: City of Lake City, FL

Airport:

Project Number: Lake City Gateway Municipal

Description of Work: T-Hangar Taxilanes Rehabilitation (Design), Drainage Improvements, Exhibit A Property Map Update and FY27-FY29 DBE Plan Update

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes    No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: City of Lake City, FL

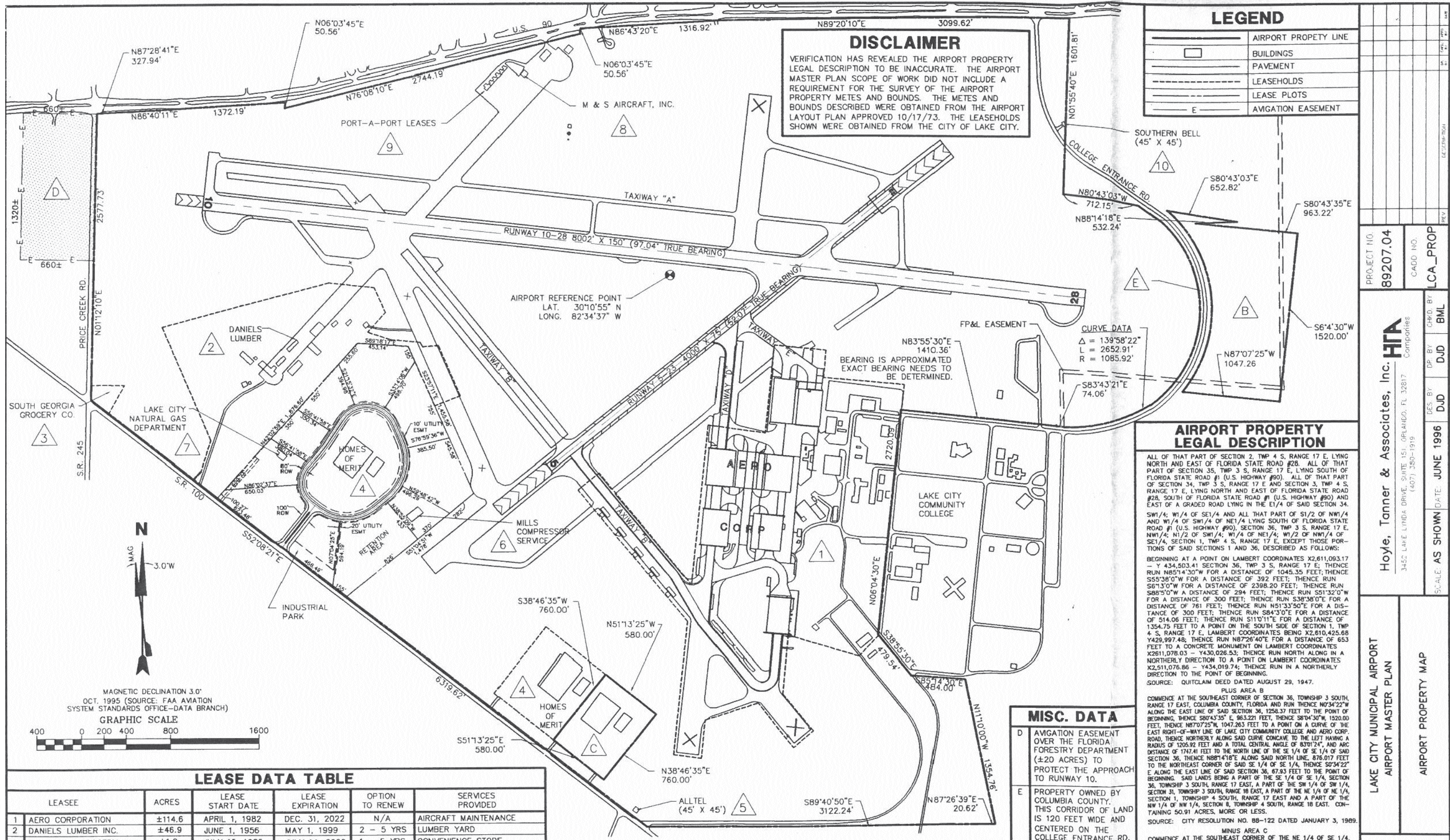
Name of Sponsor's Authorized Official: Noah Walker

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

# Exhibit A (Airport Property Inventory Map)



**DISCLAIMER**  
 VERIFICATION HAS REVEALED THE AIRPORT PROPERTY LEGAL DESCRIPTION TO BE INACCURATE. THE AIRPORT MASTER PLAN SCOPE OF WORK DID NOT INCLUDE A REQUIREMENT FOR THE SURVEY OF THE AIRPORT PROPERTY METES AND BOUNDS. THE METES AND BOUNDS DESCRIBED WERE OBTAINED FROM THE AIRPORT LAYOUT PLAN APPROVED 10/17/73. THE LEASEHOLDS SHOWN WERE OBTAINED FROM THE CITY OF LAKE CITY.

**LEGEND**

—	AIRPORT PROPERTY LINE
▭	BUILDINGS
—	PAVEMENT
- - -	LEASEHOLDS
- - -	LEASE PLOTS
E	AVIGATION EASEMENT

**AIRPORT PROPERTY LEGAL DESCRIPTION**

ALL OF THAT PART OF SECTION 2, TWP 4 S, RANGE 17 E, LYING NORTH AND EAST OF FLORIDA STATE ROAD #28. ALL OF THAT PART OF SECTION 35, TWP 3 S, RANGE 17 E, LYING SOUTH OF FLORIDA STATE ROAD #1 (U.S. HIGHWAY #90). ALL OF THAT PART OF SECTION 34, TWP 3 S, RANGE 17 E AND SECTION 3, TWP 4 S, RANGE 17 E, LYING NORTH AND EAST OF FLORIDA STATE ROAD #28, SOUTH OF FLORIDA STATE ROAD #1 (U.S. HIGHWAY #90) AND EAST OF A GRADED ROAD LYING IN THE E 1/4 OF SAID SECTION 34. SW 1/4; W 1/4 OF SE 1/4 AND ALL THAT PART OF S 1/2 OF NW 1/4 AND W 1/4 OF SW 1/4 OF NE 1/4 LYING SOUTH OF FLORIDA STATE ROAD #1 (U.S. HIGHWAY #90). SECTION 36, TWP 3 S, RANGE 17 E, NW 1/4; N 1/2 OF SW 1/4; W 1/4 OF NE 1/4; W 1/2 OF NW 1/4 OF SE 1/4, SECTION 1, TWP 4 S, RANGE 17 E, EXCEPT THOSE PORTIONS OF SAID SECTIONS 1 AND 36, DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT ON LAMBERT COORDINATES X2,611,093.17 - Y 4,344,503.41 SECTION 36, TWP 3 S, RANGE 17 E; THENCE RUN N85°14'30"W FOR A DISTANCE OF 1045.35 FEET; THENCE S55°38'0"W FOR A DISTANCE OF 392 FEET; THENCE RUN S61°3'0"W FOR A DISTANCE OF 2398.20 FEET; THENCE RUN S88°5'0"W A DISTANCE OF 294 FEET; THENCE RUN S51°32'0"W FOR A DISTANCE OF 300 FEET; THENCE RUN S38°38'0"E FOR A DISTANCE OF 761 FEET; THENCE RUN N51°33'50"E FOR A DISTANCE OF 300 FEET; THENCE RUN S84°3'0"E FOR A DISTANCE OF 514.06 FEET; THENCE RUN S11°11"E FOR A DISTANCE OF 1354.75 FEET TO A POINT ON THE SOUTH SIDE OF SECTION 1, TWP 4 S, RANGE 17 E, LAMBERT COORDINATES BEING X2,610,425.68 Y429,997.48; THENCE RUN N87°26'40"E FOR A DISTANCE OF 653 FEET TO A CONCRETE MONUMENT ON LAMBERT COORDINATES X2611,078.03 - Y430,028.53; THENCE RUN NORTH ALONG IN A NORTHERLY DIRECTION TO A POINT ON LAMBERT COORDINATES X2,511,076.86 - Y434,019.74; THENCE RUN IN A NORTHERLY DIRECTION TO THE POINT OF BEGINNING.  
 SOURCE: QUITCLAIM DEED DATED AUGUST 29, 1947.  
 PLUS AREA B  
 COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA AND RUN THENCE N0°34'22"W ALONG THE EAST LINE OF SAID SECTION 36, 1258.37 FEET TO THE POINT OF BEGINNING; THENCE S80°43'35"E, 963.221 FEET; THENCE S80°4'30"W, 1520.00 FEET; THENCE N87°07'25"W, 1047.26 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LAKE CITY COMMUNITY COLLEGE AND AERO CORP. ROAD; THENCE NORTHERLY ALONG SAID CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 1205.92 FEET AND A TOTAL CENTRAL ANGLE OF 83°01'24", AND ARC DISTANCE OF 1747.41 FEET TO THE NORTH LINE OF THE SE 1/4 OF SE 1/4 OF SAID SECTION 36; THENCE N88°4'18"E ALONG SAID NORTH LINE, 876.017 FEET TO THE NORTHEAST CORNER OF SAID SE 1/4 OF SE 1/4; THENCE S0°34'22"E ALONG THE EAST LINE OF SAID SECTION 36, 67.93 FEET TO THE POINT OF BEGINNING; SAID LANDS BEING A PART OF THE SE 1/4 OF SE 1/4, SECTION 36, TOWNSHIP 3 SOUTH, RANGE 17 EAST, A PART OF THE NW 1/4 OF NE 1/4, SECTION 31, TOWNSHIP 3 SOUTH, RANGE 18 EAST, A PART OF THE NE 1/4 OF NE 1/4, SECTION 1, TOWNSHIP 4 SOUTH, RANGE 17 EAST AND A PART OF THE NW 1/4 OF NW 1/4, SECTION 8, TOWNSHIP 4 SOUTH, RANGE 18 EAST. CONTAINING 50.91 ACRES, MORE OR LESS.  
 SOURCE: CITY RESOLUTION NO. 88-122 DATED JANUARY 3, 1989.  
 MINUS AREA C  
 COMMENCE AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SE 1/4, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AND RUN THENCE N88°50'25"W ALONG THE SOUTH LINE OF SAID NE 1/4 OF SE 1/4, 565.35 FEET TO THE CENTERLINE OF STATE ROAD #100. THENCE N51°13'25"W ALONG SAID CENTERLINE, 472.00 FEET; THENCE N38°46'35"E, 760.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N38°46'35"E, 760.00 FEET; THENCE N51°13'25"W, 580.00 FEET; THENCE S38°46'35"W, 760.00 FEET; THENCE S51°13'25"E, 580.00 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING IN THE NE 1/4 OF SE 1/4, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA. CONTAINING 10.12 ACRES, MORE OR LESS.  
 SOURCE: DEED OF RELEASE DATED JUNE 21, 1984.

**MISC. DATA**

- D AVIGATION EASEMENT OVER THE FLORIDA FORESTRY DEPARTMENT (±20 ACRES) TO PROTECT THE APPROACH TO RUNWAY 10.
- E PROPERTY OWNED BY COLUMBIA COUNTY. THIS CORRIDOR OF LAND IS 120 FEET WIDE AND CENTERED ON THE COLLEGE ENTRANCE RD.

**PROPERTY DATA TABLE**

DESCRIPTION	DATE	NOTES
A TRANSFER OF AIRFIELD TO LAKE CITY (±1,200 ACRES)	AUGUST 29, 1947	SUBJECT TO SURPLUS PROPERTY ACT.
B LAND ACQUISITION FOR RUNWAY 10/28 (±50 ACRES)	JANUARY 3, 1989	SUBJECT TO SURPLUS PROPERTY ACT.
C RELEASE OF LAND TO HOMES OF MERIT (±10 ACRES)	JUNE 21, 1984	SUBJECT TO SURPLUS PROPERTY ACT.

**LEASE DATA TABLE**

LEASEE	ACRES	LEASE START DATE	LEASE EXPIRATION	OPTION TO RENEW	SERVICES PROVIDED
1 AERO CORPORATION	±114.6	APRIL 1, 1982	DEC. 31, 2022	N/A	AIRCRAFT MAINTENANCE
2 DANIELS LUMBER INC.	±46.9	JUNE 1, 1956	MAY 1, 1999	2 - 5 YRS	LUMBER YARD
3 S. GEORGIA GROCERY	±1.0	JULY 15, 1985	JULY 14, 2000	1 - 5 YRS	CONVENIENCE STORE
4 HOMES OF MERIT	±12.0	NOV. 1, 1987	OCT. 31, 2005	5 - 6 YRS	MOBILE HOME MANUFACTURING
5 ALLTEL	45' X 45'	FEB. 1, 1993	JAN. 31, 2022	N/A	TELECOMMUNICATIONS
6 MILLS COMPRESSOR SERV.	±1.5	JUNE 1, 1991	MAY 31, 2003	6 YRS	COMPRESSOR SALES/SERVICE
7 LAKE CITY NAT. GAS DEPT.	±2.88	OCT. 1, 1990	N/A	N/A	NATURAL GAS STORAGE
8 M & S AIRCRAFT, INC.	50' X 50'	OCT. 20, 1983	OCT. 19, 1998	5 YRS	PRIVATE AIRCRAFT STORAGE
9 PORT-A-PORT LEASES	HANGAR	VARIABLES	VARIABLES	MONTHLY	PRIVATE AIRCRAFT STORAGE
10 DANIELS LUMBER INC.	45' X 45'	JUNE 1, 1989	JUNE 1, 2001	3 - 6 YRS	TELECOMMUNICATIONS

PROJECT NO. 89207.04  
 CADD NO. LCA\_PROP  
 HOYLE, TANNER & ASSOCIATES, INC. HTA  
 3450 LAKE LINDA DRIVE, SUITE 151, ORLANDO, FL 32817  
 (407) 380-1919  
 SCALE: AS SHOWN DATE: JUNE 1996  
 DES. BY: DJD  
 DP. BY: DJD  
 CHKD. BY: BML  
 LAKELAND MUNICIPAL AIRPORT  
 AIRPORT MASTER PLAN  
 AIRPORT PROPERTY MAP  
 DRAWING 6-11  
 SHEET 11 204

# Exhibit C (Opinion of Title)

**CERTIFICATE OF TITLE  
FAA Central Region**

To: Manager, Safety and Standards Branch

Subject: Lake City Gateway Airport (LCQ)

AIP Project No. TBD

This certification is made to satisfy (check **both** if applicable):

- Part II Section C.10 of the Grant Application (FAA Form 5100-100) for existing airport property**
- Grant conditions relative to satisfactory title evidence for land being acquired under this project**

The City of Lake City (hereinafter referred to as the "Sponsor"), pursuant to Section 47105(d) of the Federal Aviation Administration Authorization Act of 1994 (and amendments), hereby certifies that satisfactory property interest to the land indicated herein is vested in the Sponsor, as required by obligations of the referenced Grant Agreement with the Federal Aviation Administration.

The Sponsor hereby certifies that it holds the quality of title described below, as of the date of the attorney's title opinion on which this certification is based.

Parcel Number (Per Exhibit A)	Quality of Interest (Fee, Easement*, etc.,)
Parcels 1-10 (as shown on drawing 6-11)	Fee Simple Ownership

Parcels must be listed. Avoid simply referencing the Exhibit A Property Map. Attach additional sheets as necessary.

\*The Sponsor certifies that grantors of easements constitute all of the owners of the land affected by such easements, and they had such quality of title in and to such land as to enable them to convey the interest purported to be conveyed in and by the easements granted. No other interests or rights exist which are incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed.

Sponsor hereby certifies that the Sponsor or the Sponsor's attorney have reviewed, evaluated and subordinated to airport use where necessary, all encumbrances and that no outstanding encumbrances exist which might affect the maintenance, operation, or development of the airport.

Sponsor further certifies that if defects in the title require correction after acceptance of this Certificate of Title by the FAA, the Sponsor accepts full responsibility for clearing such defects, encumbrances, or exceptions at its own expense.

This Certificate of Title is based upon a current title opinion dated December 1996 by the sponsor's attorney Herbert F. Derby (name of attorney).

Sponsor certifies that the title opinion referenced above corresponds with the "Exhibit A" airport property map dated June 1996 AIP project number TBD. Although specific title evidence documents are not submitted herewith, copies of deeds and other appropriate evidence of title for the land are on file with the Sponsor and are available for inspection by the FAA.

It is understood that the FAA reserves the right to require additional information at any time.

City of Lake City  
Name of Sponsor

Noah Walker, City Mayor

\_\_\_\_\_  
Signature of Sponsor Official Authorized to Sign Grant Agreement

\_\_\_\_\_  
Date