

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** New Caretaker Agreement Form and New Agreement with Michael Robbins, for Geneva Wilderness Area

**DEPARTMENT:** Planning and Development **DIVISION:** Community Resources

**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Jim Duby JD **EXT.** 7291

<b>Agenda Date</b> <u>8/08/05</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:** Request Board approval of Amended Caretaker Agreement Form as well as new agreement with Michael Robbins, Seminole County Deputy Sheriff, for the Geneva Wilderness Area.

**(District 1: Dallari)**

**BACKGROUND:**

Caretaker residences have been established at four County Wilderness Areas as a means to deter vandalism and provide a higher level of visitor safety. Resident caretakers also benefit the Natural Lands Program by performing light maintenance such as mowing, litter removal and trail trimming.

Dwayne Johnson, the current caretaker at the Geneva Wilderness area, has recently purchased an off-site private residence. Subsequent to interviews, Michael Robbins, Seminole County Deputy Sheriff, is staff's recommendation to fill the vacancy at the Geneva Wilderness Area.

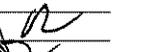
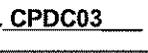
Amendments to the agreement addressed three primary topics; the number of vehicles parked outside the residence, confinement of pets indoors when the caretaker is not home and a monetary value of savings to be compensated to the County by specific hours and duties performed. The Length of term is annual, renewed automatically, unless terminated by either party.

Caretaker will pay a rent of \$250.00 per month.

**STAFF RECOMMENDATION:**

Staff recommends the Board approve the amendments to the caretaker agreement concurrently with a new agreement with Michael Robbins, Seminole County Deputy Sheriff, for the Geneva Wilderness Area.

Attachments: Proposed agreement  
Exhibit "A"  
Exhibit "B"

Reviewed by:  Co Atty:  DFS: _____ Other:  DCM:  CM: 
File No. <u>CPDC03</u>

**SEMINOLE COUNTY NATURAL LANDS PROGRAM  
RESIDENT CARETAKER LEASE AGREEMENT  
COUNTY SUPPLIED RESIDENCE**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and MICHAEL L. ROBBINS, whose address at the time of signing this Agreement is 170 VINE ST. OVIEDO, FL 32765, hereinafter referred to as the "CARETAKER".

**W I T N E S S E T H:**

WHEREAS, vandalism, security and safety are major concerns at Seminole County natural lands areas; and

WHEREAS, the COUNTY has determined that a resident caretaker living on its natural lands properties is a deterrent to vandalism and related potential problems; and

WHEREAS, the CARETAKER is desirous of living in one of the residences on the COUNTY's property; and

WHEREAS, this Agreement will benefit the public and serve a governmental and public purpose,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually stipulated, understood, agreed upon and covenanted by and between the parties hereto as follows:

**Section 1. Grant of Use.** The COUNTY hereby agrees that the CARETAKER may reside in and utilize for residential purposes a

residence owned by the COUNTY. The location of said residence shall be determined and assigned by the COUNTY subsequent to the execution of this Agreement and may be unilaterally changed by the COUNTY upon thirty (30) days written notice provided to the CARETAKER.

**Section 2. Rent**

(a) The parties agree that the fair market rent for the residence, as of the date of this Agreement, is NINE HUNDRED AND NO/100 DOLLARS (\$900.00) per month. CARETAKER shall pay cash rent to the COUNTY of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per month. Said payments shall be made on or before the first (1<sup>st</sup>) day of each month during CARETAKER's occupancy of the residence or elsewhere on the associated COUNTY owned property as described in attached Exhibit "A", hereinafter referred to as the "Associated Property". Failure to provide a monthly rent payment by the fifth (5<sup>th</sup>) day of each month of residence shall subject CARETAKER to eviction from the residence and/or disinstatement as a caretaker of the residence. All rental payments shall be made payable to the Seminole County Board of County Commissioners. The remainder of the fair market rent shall be handled as payment-in-kind through CARETAKER's scheduled performance of the tasks required by Section 10 of this Agreement and Exhibit "B" to this Agreement, incorporated herein by reference.

(b) Failure to timely and fully perform such duties during any month(s) of the term of this Agreement shall be deemed an event of default in the payment of rent hereunder, resulting in CARETAKER's responsibility to promptly remit the balance of accumulated monthly rent, in cash, within five (5) days of written notice of demand, and if not paid, shall also subject CARETAKER to eviction and/or

disinstatment, as well as termination of this Agreement.

**Section 3. Term.** This Agreement shall become effective upon full execution by the COUNTY and the CARETAKER and shall run for a period of one (1) year. The Agreement shall be renewed automatically thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein.

**Section 4. Utilities.**

(a) The COUNTY shall be responsible for providing utility connections including electrical, water and septic that will exclusively accommodate the residence. The CARETAKER shall pay all charges related to the use of these utilities. In regard to the residence at the Geneva Wilderness Area, the COUNTY will pay all charges for electricity for the public well.

(b) The CARETAKER shall have a telephone installed within the residence and shall keep it operational for the duration of this Agreement or any renewal thereof. The deposit required, installation expenses and all telephone bills shall be the sole and exclusive responsibility of the CARETAKER. The CARETAKER shall make the telephone number available to the COUNTY. If CARETAKER has a cell phone, that number, too, shall be provided to COUNTY.

(c) The COUNTY shall inspect and service the heating and cooling systems at the residence at least once per every three hundred sixty-five (365) days.

**Section 5. Utility Lines.** The COUNTY shall provide for the maintenance and repair of utility lines up to the point of connection to the residence.

**Section 6. Other Improvements.** The CARETAKER shall not erect fences, install any outbuildings or construct any permanent improvements on the residence or COUNTY owned property, except as may be agreed to in advance in writing by the COUNTY.

**Section 7. Residence Maintenance/Inspection.**

(a) The CARETAKER shall be responsible for maintaining the residence, together with any improvements thereon, in good repair and in a clean, presentable, orderly and sanitary condition at all times and shall abide by all applicable laws, codes, ordinances and rules.

(b) The CARETAKER shall allow the COUNTY full and free access to and into the residence for inspection purposes.

(c) A COUNTY agent shall inspect the residence at least once every six (6) months.

(d) The CARETAKER shall make no alteration to the COUNTY owned property, including vegetative materials, without the express written permission of the COUNTY. The CARETAKER shall provide his own maintenance equipment.

(e) The CARETAKER shall pay the COUNTY for any damage to the residence considered above normal wear and tear or which is caused by the CARETAKER's own negligence or intentional conduct, as well as that caused by CARETAKER's relatives and guests.

**Section 8. Uses.**

(a) The CARETAKER shall not operate or maintain on the residence any business or commercial venture and shall only use the residence as a single-family home.

(b) Except as upon paved roads and driveways, the CARETAKER shall only operate motorized vehicles on the COUNTY owned property for

the purpose of performing security inspections on the surrounding property. No family, friends or other guests may operate motorized vehicles on the surrounding property.

(c) CARETAKER shall not keep more than two (2) motor vehicles outside the residence or elsewhere on the Associated Property, except for vehicles of CARETAKER's guests during normal visitation. Inoperable vehicles or those without a valid, current registration and license plate are prohibited.

**Section 9. Family and Guests.** The CARETAKER shall supervise the residence and shall immediately report by telephone any trespassers to the proper law enforcement agency and to the COUNTY. The CARETAKER shall be responsible for the acts and omissions of himself, family members and guests. The CARETAKER shall conduct himself and shall require that his family and others visiting the residence with his consent conduct themselves in a manner that does not disturb surrounding residents, does not disturb or interrupt any COUNTY function or activity relative to the residence and does not in any way constitute a breach of the peace. The CARETAKER shall inform the COUNTY of normal hours of occupancy of the residence and of any expected absence that deviates significantly from the normal routine.

**Section 10. Duties.**

(a) Assist the COUNTY with protection of the residence and the Associated Property. Specifically, the CARETAKER shall provide regularly scheduled maintenance, according to Exhibit "B" hereto, and related services with regard to the Associated Property by:

(1) Locking/unlocking gates, buildings and facilities at times prescribed by the COUNTY.

(2) Acting as a deterrence to vandalism by visible presence through periodic patrolling of trails, camping areas and property perimeters.

(3) Prompt and full reporting of any vandalism, equipment damage or unusual incidents to the COUNTY by providing all appropriate information.

(4) Informing users of the Associated Property when and if they are in violation of user policies (e.g.: fires, firearms, littering, etc.).

(5) Performing regular light clean up, trash removal and disposal for buildings, trails, restrooms and grounds, including but not limited to, mowing of the area immediately around the residence and adjacent roadways. Public restroom facilities, if any, shall be cleaned at least three (3) times per week.

(6) Calling for or summoning ambulance, police or fire services in the event of emergency situations.

(7) Accomplishing a thorough inspection of the residence and regularly scheduled patrols of the Associated Property not less than once per week every week or as otherwise scheduled according to Exhibit "B" hereto for identification and reporting of any discrepancies in the residence or on the Associated Property or concerns relative to the conditions and use of the residence and Associated Property.

(8) Checking with authorized overnight users no less than once per night to answer questions and/or ensure proper use of facilities.

(9) Furnishing information or reports regarding the residence and Associated Property to the COUNTY on forms provided by the COUNTY.

(10) Maintaining an accurate account of time spent providing caretaker responsibilities on forms provided by the COUNTY.

(b) The CARETAKER has no law enforcement powers and shall not have the power of detention with regard to trespassers. Any authority to arrest or detain shall only be exercised by duly appointed and sworn officers as provided by Florida Statutes.

(c) Because performance of all of the aforementioned duties are payments-in-kind for rent, no monetary claims for services furnished by the CARETAKER shall be honored by the COUNTY unless otherwise expressly agreed to by amendment to this Agreement.

**Section 11. Independent Contractor.** CARETAKER, in the performance of services and functions pursuant to this Agreement, shall be an independent contractor and not an employee of COUNTY. Accordingly, he or she shall have no claim to pension benefits, COUNTY group insurance benefits, workers' compensation, unemployment compensation, civil service status, or other employee rights or privileges granted to the COUNTY's officers and employees either by operation or law or by the COUNTY.

**Section 12. Termination.**

(a) It is agreed and understood by the parties hereto that this Agreement is entered into for the express purpose of protecting and stewarding the residence and Associated Property and that this Agreement may be terminated by either party upon delivering written notice of said termination to the other party. Except as provided

herein, termination shall not be effective until thirty (30) days after the delivery of said notice to the other party.

(b) The COUNTY, acting through its County Manager or Deputy County Manager, without any action being required by the Board of County Commissioners of Seminole County, Florida, shall have the power to terminate this Agreement in the event that he or she determines in his or her sole discretion that this Agreement is no longer in the best interest of the COUNTY.

(c) The COUNTY, acting through its County Manager or Deputy County Manager, may terminate this Agreement immediately and without the requisite thirty (30) days notice in the event that he or she determines in his or her sole discretion, after reasonable inquiry of the facts, circumstances and allegations, that the CARETAKER has violated any provision of Federal, State or local law. In the event that it is later determined that the violation asserted did not occur, this Agreement shall be deemed to have been terminated for convenience by the COUNTY and shall not create any cause of action or liability for damages against the COUNTY.

**Section 13. Insurance and Indemnification.**

(a) The CARETAKER shall maintain adequate renter's insurance and personal liability insurance protection against claims of third persons and their property arising through or out of CARETAKER's use and occupancy of the residence and Associated Property. The COUNTY may maintain its own protection against such claims arising out of its ownership of the residence and Associated Property. Proof of insurance coverage in force shall be supplied to COUNTY upon request.

(b) The CARETAKER hereby agrees to hold the COUNTY harmless from and indemnify the COUNTY against any and all liability for any and all actions, costs, expenses liabilities, claims, losses, damages or injuries incurred by or due to the acts or omissions of the CARETAKER, anyone from CARETAKER's family or the CARETAKER's guests while at the residence or on the Associated Property. Nothing in this Agreement shall be construed by any person as a waiver of the COUNTY's sovereign immunity conferred by Section 768.28, Florida Statutes.

(c) The CARETAKER may maintain certain domesticated animals at the residence and Associated Property only if approved in writing by the COUNTY. The CARETAKER agrees to the following requirements in order to keep any animal at the residence or on the Associated Property.

(1) The CARETAKER shall have full responsibility to maintain licenses or tags or other registration requirements relating to any such animal kept at the residence or on the Associated Property.

(2) The CARETAKER shall have and retain any and all risk and liability resulting from maintenance of such animal at the residence or on the Associated Property.

(3) The CARETAKER agrees to hold harmless, indemnify and defend the COUNTY from and against any actions, costs, expenses, liabilities, claims, losses, damages or injuries arising at any time from the keeping or owning any such animal at the residence or on the Associated Property. The CARETAKER agrees to maintain insurance which will protect the COUNTY from all liability stemming from existence of such animal at the residence or on the Associated Property.

(4) The CARETAKER shall comply with all applicable animal control ordinances, codes or laws and shall keep any such animal under constant supervision, either penned, chained or inside the residence at all times. All pets shall be secured inside the residence when CARETAKER is not present, including times when CARETAKER is elsewhere on the Associated Property.

(5) The CARETAKER agrees to ensure that no visitors, guests or users of the residence or Associated Property are exposed to, have access to, or are harmed by any such animal.

**Section 14. Notices.**

(a) Any notice required or desired of either party hereunder to be given to the other, including rental payments, shall be delivered to the following parties and addresses, unless otherwise designated in writing subsequent hereto:

For CARETAKER:

MICHAEL ROBBINS  
3501 N. COUNTY ROAD 426  
GENEVA, FL 32732

For COUNTY:

Jim Duby, Program Manager  
Ed Yarborough Nature Center  
3845 N. County Road 426  
Geneva, FL 32732

(b) All notices shall be in writing and delivered by hand delivery or certified mail, return receipt requested, unless waived, in writing.

(c) Notices shall not be effective until actually received by the receiving party as evidenced by dispositive proof.

**Section 15. Assignment and Subleasing.** Neither party to this Agreement shall assign this Agreement nor any interest arising herein,

without the written consent of the other. CARETAKER shall not sublease the residence or any portion thereof to any person.

**Section 16. Ethical Conduct.** CARETAKER, in the performance of services and functions pursuant to this Agreement, agrees that he or she will not cause, or attempt to cause, an officer or an employee of COUNTY to violate Chapter 112, Part III, Florida Statutes, "Code of Ethics For Public Officers and Employees" and additionally agrees to abide by Section 220.115, Seminole County Code prohibiting kickbacks or other unethical conduct involving COUNTY personnel. Violations of these ethics provisions shall result in immediate termination of this Agreement by COUNTY.

**Section 17. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year above written.

WITNESSES:

[Signature]

Michael L. Cannaday Jr.  
Print Name

Michael R. Durr

MICHAEL R. DURR  
Print Name

CARETAKER:

By: [Signature]

MICHAEL L. ROBBINS  
Print Name

Date: 06-15-2006

STATE OF FLORIDA     ]  
                                          ]  
COUNTY OF SEMINOLE    ]

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of June, 2006, by Michael Robbins who is personally known to me or who has produced \_\_\_\_\_ as identification.



Molly L. Jackson  
Print Name Molly L. Jackson  
Notary Public in and for the County and State Aforementioned  
My commission expires: June 25, 2008

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

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

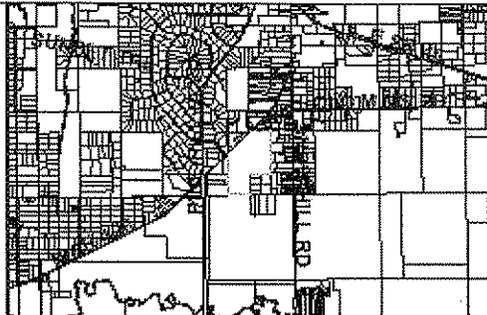
For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AS/lpk  
5/26/06  
Caretaker Agreement

**EXHIBIT "A"**  
**DESCRIPTION OF ASSOCIATED PROPERTY**

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508</p>																																																			
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 33-20-32-300-0240-0000</p> <p>Owner: SEMINOLE B C C</p> <p>Own/Addr: COUNTY SERV BLDG</p> <p>Mailing Address: 1101 E 1ST ST</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 3501 426 SR GENEVA 32732</p> <p>Facility Name:</p> <p>Tax District: 01-COUNTY-TX DIST 1</p> <p>Exemptions: 85-COUNTY</p> <p>Dor: 86-COUNTY(EXC:PUBLIC SC)</p>		<p><b>2006 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 2</p> <p>Depreciated Bldg Value: \$111,627</p> <p>Depreciated EXFT Value: \$20,290</p> <p>Land Value (Market): \$2,626,200</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$2,758,117</p> <p>Assessed Value (SOH): \$2,758,117</p> <p>Exempt Value: \$2,758,117</p> <p>Taxable Value: \$0</p> <p>Tax Estimator</p>																																																	
<p align="center"><b>SALES</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> <th>Qualified</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>06/1998</td> <td>03484</td> <td>0336</td> <td>\$3,000</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>08/1998</td> <td>03484</td> <td>0333</td> <td>\$100</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>11/1994</td> <td>02854</td> <td>1624</td> <td>\$70,000</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>11/1994</td> <td>02854</td> <td>1593</td> <td>\$70,000</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>11/1994</td> <td>02854</td> <td>1587</td> <td>\$580,000</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1973</td> <td>01019</td> <td>0511</td> <td>\$210,000</td> <td>Improved</td> <td>Yes</td> </tr> </tbody> </table> <p align="center">Find Sales within this DOR Code</p>		Deed	Date	Book	Page	Amount	Vac/Imp	Qualified	WARRANTY DEED	06/1998	03484	0336	\$3,000	Improved	No	QUIT CLAIM DEED	08/1998	03484	0333	\$100	Improved	No	WARRANTY DEED	11/1994	02854	1624	\$70,000	Improved	No	WARRANTY DEED	11/1994	02854	1593	\$70,000	Improved	No	WARRANTY DEED	11/1994	02854	1587	\$580,000	Improved	No	WARRANTY DEED	01/1973	01019	0511	\$210,000	Improved	Yes	<p align="center"><b>2005 VALUE SUMMARY</b></p> <p>2005 Tax Bill Amount: \$0</p> <p>2005 Taxable Value: \$0</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
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<p><b>NOTE:</b> Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed</p>																																																			

*Porch Finished,Base Semi Finshed***EXTRA FEATURE**

Description	Year Blt	Units	EXFT Value	Est. Cost New
FIREPLACE	1979	1	\$400	\$1,000
MOBILE HOME COMM	1984	1,200	\$18,720	\$24,000
MH A/C PKG	1984	1,200	\$1,170	\$1,500

**NOTE:** Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.

\*\*\* If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

## **EXHIBIT "B"**

### **Scheduling of duties described in section 10 of agreement**

Patrol entire property trails, fire lines and adjacent roadways a minimum of every other week and report any discrepancies to appropriate Natural Land staff.

Mow entrance (parking) area at least every other week during the growing season

Police parking area and adjacent roadside for trash and debris at least once weekly

Restock trail maps and empty trash at kiosk as needed

Serve as first responder to alarm at Ed Yarborough Nature Center and report any issues to appropriate Natural Land staff