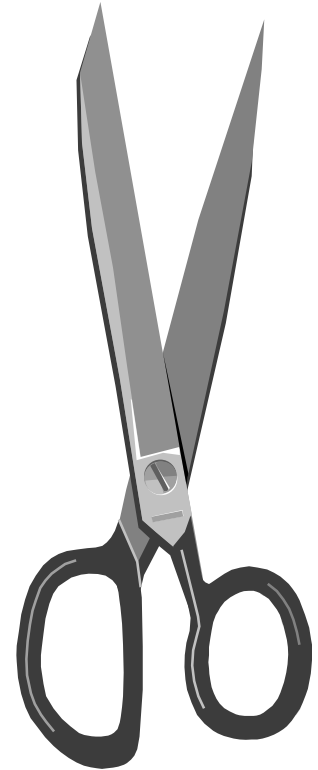


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.


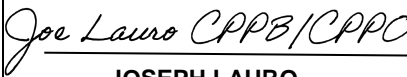
SEALED BID • DO NOT OPEN	
SEALED BID NO.: 189-0107-R (LN)	
BID TITLE: SALE OF REAL PROPERTY- 11323 – 74 th AVENUE NORTH SEMINOLE, FLORIDA 33772	
DUE DATE/TIME: APRIL 16, 2019 @ 3:00 P.M.	
SUBMITTED BY: _____ (Name of Company)	
DELIVER TO:	PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6 th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same website, www.pinellascounty.org/purchase/Current_Bids1.htm , from which you obtained this bid.

Before submitting your bid/proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 <h1 style="text-align: center;">INVITATION TO BID</h1>	
ISSUE DATE: December 14, 2018	BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: SALE OF REAL PROPERTY – 11323 74TH AVENUE NORTH, SEMINOLE, FLORIDA 33772	BID NUMBER: 189-0107-R(LN)	
SUBMITTAL DUE: April 16, 2019 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.	PRE-BID DATE & LOCATION: NOT APPLICABLE	
DEADLINE FOR WRITTEN QUESTIONS: MARCH 1, 2019 BY 3:00 P.M. SUBMIT QUESTIONS TO: LUCY NOWACKI AT lnowacki@pinellascounty.org Phone: 727-464-3311 Fax: 727/464-3925		
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> <p>Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p>	 JOSEPH LAURO, CPPO/CPPB Director of Purchasing	

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE THE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS.

PAYMENT TERMS: ____% ____DAYS, NET **45** (PER F.S. 218.73) *BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

BIDDER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____

PHN: (____) _____ **FAX:** (____) _____

***REMIT TO NAME:** _____
 (As Shown On Company Invoice)

FEIN#

CONTACT NAME: _____

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

PRINT NAME: _____

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	<input type="checkbox"/>
W-9 (TAXPAYER ID)	<input type="checkbox"/>

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

SEE PAGE 12 SECTION C FOR BID PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A GENERAL CONDITIONS

1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder should print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (f) Bidders shall make all investigations necessary to thoroughly inform themselves regarding requirements of the bid. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County.
- (g) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.
- (h) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.

2. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice

3. ALTERNATES:

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When included, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

4. REJECTION OF BID:

- (a) The County may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid.
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.
- (c) The County reserves the right to waive minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BID:

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

SECTION A GENERAL CONDITIONS

6. LATE BID OR MODIFICATIONS:

- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

7. PUBLIC REVIEW AT BID OPENING:

Bids will be opened immediately after bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires.

8. BID TABULATION INQUIRIES:

Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute 119.071(1)(b)2.

9. AWARD OF CONTRACT:

- (a) For Invitation to Bid for Sale of Real or Surplus property, award will be made to the highest and most advantageous bid including price and other factors considered. The successful bidder of surplus real property will be required to enter into a surplus property purchase contract ("Contract").
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. See Rejection of Bids.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to one vendor by drawing lots in public.

10. BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:

Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Florida apply to any purchase made under this Invitation to bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

12. COLLUSION:

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

SECTION A GENERAL CONDITIONS

13. PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

14. MULTIPLE COPIES:

Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.

15. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.

16. ADA REQUIREMENT FOR PUBLIC NOTICES:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

17. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing (mail or fax) to the Purchasing Department and received by date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.

18. ASSIGNMENT/SUBCONTRACTING:

No assignment of the Contract shall be allowed without prior written consent of the County.

19. EXCEPTIONS:

Bidder is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

20. TERMINATION:

- (a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
- (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION A GENERAL CONDITIONS

21. CONFLICT OF INTEREST:

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the Bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.
- b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – **(727) 45FRAUD** (453-7283)

Fax – 727-464-8386

22. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

23. TAXES:

Payments to Pinellas County are subject to applicable Florida taxes.

24. PUBLIC RECORDS/TRADE SECRETS:

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;

SECTION A GENERAL CONDITIONS

- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

25. **LOBBYING:**

Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

SECTION A GENERAL CONDITIONS**26. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

- (a) *Bid/Proposal protests.* Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.
- (b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.
- (c) *Requirements to Protest.*
- (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
- (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.
- (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
- (4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
- (d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.
- (e) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
- (f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

SECTION A GENERAL CONDITIONS

- (g) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
- (h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.
- (i) *Review of Purchasing Director's decision.*
 - (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.
 - (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.
- (j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

27. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

SECTION B- SPECIAL CONDITIONS

Bid Title: Sale of Real Property – 11323 74th Avenue North, Seminole, Florida 33772
Bid Number: 189-0107-B (LN)

1. **SALE OF REAL OR SURPLUS PROPERTY:**
Pinellas County (County) Real Property Division is requesting bids for the sale of real property located at 11323 - 74TH AVE N, Seminole, Florida 33772.
2. **DESCRIPTION OF PROPERTY:**
Parcel details based upon independent fee appraiser's report: See Attachment A - REAL PROPERTY CONTRACT FOR SALE AND PURCHASE which shall be executed as part of the purchase.
 - One (1) parcel: 28-30-15-75168-004-0210
 - Approximately 1.25 acres of land
 - Zoning: R-3 (Single Family Residential)
 - Flood Zone: "X"
3. **MINIMUM BID:**
The established minimum bid is six-hundred-fifty-thousand dollars (\$650,000.00). While all responsive bids will be considered, regardless of their offer price, the County reserves the right to decline all offers below the minimum bid. (See Attachment B – Appraisal)
4. **SURVEY:** County will not provide a current survey.
5. **DISCLAIMER / SALE BASIS:**
Sale is on an "as is" basis and the County offers no guarantee or warranty expressed or implied as provided in the Contract. All sales are final.
6. **SITE INSPECTION:**
Inspection of the available premises prior to the question deadline on page 1 can be arranged by contacting Jeffrey Harris or Sean Griffin, Real Estate Management Department at (727) 464-3496.
7. **BUYER RESPONSIBILITIES:** The sale of the Property is subject to the following factors and these considerations will be a condition of title:
 - (a) Successful Bidder shall be responsible for determining if this property will be appropriate for Successful Bidder's needs and intended use before closing. Upon closing, the property shall be deemed suitable for such use.
 - (b) Seller does not represent or warrant the condition of the Property, nor whatever improvements may be erected on the Property. In addition, Successful Bidder shall be responsible for any land use or zoning changes required for Successful Bidder's intended use, if any.
8. **BID DEPOSIT GUARANTEE:**
It is required that each bid be accompanied by a guarantee of 5% of the bid price. The guarantee must be in the form of a cashier's check, money order, certified check, bank draft, trust company treasurer's check or other non-cancelable instrument made payable to the Pinellas County Board of County Commissioners. The balance payable on or before thirty (30) days from the date of acceptance of the highest bid received. **NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED.**

The successful bidder's guarantee shall be applied toward the price of the property, deposits of the unsuccessful bidder(s) shall be returned upon contract award by the Board of County Commissioners.

Unsuccessful bidders deposit will be returned upon award to the successful bidder.
9. **CONTRACT:**
Successful bidder will be required to execute the Contract substantially similar in form to the one attached hereto within thirty (30) days of the notification of the award.

SECTION B- SPECIAL CONDITIONS

10. SECURITY FORFEITURE:

If within thirty (30) days after notification by County of the award, the successful Bidder refuses or otherwise neglects to execute the required written Contract and/or fails to furnish or satisfy any other conditions or requirements of this Bid, the Bidder's Deposit shall be forfeited and the same shall be retained by County. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his/her/its bid security or as a defense to any action based upon the neglect or refusal to execute a written contract.

11. CLOSING DATE:

This transaction shall be close and deed and other closing papers delivered on or before ninety (90) calendar days after the effective date, as defined in the Contract for Sale and Purchase.

12. CONTRACT RECORDING:

Neither the Contract nor any notice thereof shall be recorded in the public records.

13. PERMITS AND LICENSES:

The successful bidder will be responsible for obtaining all required permits and licenses relating to the property.

14. PAYMENT TERMS:

The balance of your bid (total minus deposit) shall be paid upon closing of the sale of the property as provided in the Contract. Final payment must be in the form of a cashier's check, certified check or money order. Checks shall be payable to Pinellas County Board of County Commissioners. **NO CASH, PERSONAL OR COMPANY CHECKS WILL BE ACCEPTED.**

- 15. TERMS AND CONDITIONS OF SALE:** The successful Bidder shall pay for State documentary stamps, recording of deeds and the cost of recording any corrective instruments. At closing, the County will deliver to Buyer a County Deed pursuant to 125.411 Florida Statutes, conveying the Property to Bidder in fee simple, and all other documents necessary for the closing of this transaction. All deeds of conveyance by County shall convey only the interest of the County in the property covered thereby, and shall not be deemed to warrant the title, or to represent any statement of facts concerning the same.

Closing shall be held in Pinellas County, at the Office of the Attorney or other closing agent in Pinellas County designated by Pinellas County

Bidder shall take title subject to zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions in matters appear on the plat or otherwise common to the subdivision; public utility and other easements of record; any permits to which the Property is subject; taxes and special assessments from the date of closing and subsequent years. Bidder may secure title insurance at his/her/its cost.

- 16. RESTRICTIONS:** Bidder shall take title subject to zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions in matters appear on the plat or otherwise common to the subdivision; public utility and other easements of record; any permits to which the Property is subject; taxes from the date of closing and subsequent years.

- 17. TITLE INSURANCE:** Bidder may secure title insurance at his/her/its cost.

18. SUBMISSION OF BIDS:

Paper documents may be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus ONE (1) electronic media file (USB or compact discs (CD)). The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

SECTION B- SPECIAL CONDITIONSInstructions for Providing Files in PDF Format to Pinellas County Government

A. Why does Pinellas County Government want all the documents as PDF files?

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

B. How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

C. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

SECTION C – BID SUBMITTAL**Bid Title: Sale of Real Property – 11323 74th Avenue North, Seminole, Florida 33772****Bid Number: 189-0107-R (LN)**

PURCHASE PRICE	\$ _____
SUBTRACT THE DEPOSIT	(\$ _____)
BALANCE AT CLOSING DATE	\$ _____

**I HEREBY REQUEST the Board of County Commissioners
To waive the mineral rights reservation required by
Florida Statutes § 270.11**

Signature of Bidder

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATIONSubstitute
Form**W-9****Request for Taxpayer
Identification Number and Certification****Give form to the
requester. Do not
send to the IRS.**Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C. § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION D – ADDENDA ACKNOWLEDGMENT FORM

Bid Title: Sale of Real Property – 11323 74th Avenue North, Seminole, Florida 33772

Bid Number: 189-0107-B (LN)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with bid. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm’s proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County’s website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category ‘Current Bids’.

SECTION E – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately. ***Thank you.***

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a bid for No. **189-0107-R (LN)** for **Sale of Real Property – 11323 74th Avenue North, Seminole, Florida 33772.**

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
 _____ Insufficient time to respond to the Invitation to Bid.
 _____ We do not offer this product or service.
 _____ Our schedule would not permit us to perform.
 _____ Unable to meet specifications.
 _____ Unable to meet Bond requirement.
 _____ Specifications unclear (explain below).
 _____ Unable to Meet Insurance Requirements.
 _____ Remove Us from Your "Notification List" Altogether
 _____ Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

ATTACHMENT A

Prepared by and return to:
Real Estate Management Dept.
Real Property Division
509 East Avenue South
Clearwater, FL 33756

CONTRACT FOR SALE AND PURCHASE

THIS Real Property Contract for Sale and Purchase (Contract) made and entered into this ____ day of _____, 2018 between PINELLAS COUNTY, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "SELLER" and _____, whose address is _____, hereinafter referred to as "BUYER", hereinafter jointly referred to as the "Parties".

WHEREAS, SELLER has determined that the real property as described herein "Property" is surplus; and SELLER solicited competitive bids for the property pursuant to Pinellas County Invitation to Bid, No 189-0107-R(LN) (hereinafter Invitation to Bid); and

WHEREAS, BUYER has represented to SELLER that BUYER is able to satisfactorily adhere to the terms and conditions of the Invitation to Bid, which are incorporated herein by reference, and the terms and conditions contained therein:

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

1. DESCRIPTION OF THE PROPERTY: In consideration of the payment hereinafter agreed to be paid by the BUYER to the SELLER, and in consideration of the covenants of the respective parties hereto, the SELLER does hereby agree to sell and the BUYER does hereby agree to buy the property located at _____, , including the development rights, littoral, riparian rights, and mineral rights per Florida Statutes Section 270.11(3), (hereinafter referred to as the "Property"), the legal description of which is:

2. PURCHASE PRICE: BUYER agrees to purchase the Property and the SELLER agrees to sell the Property at the price of _____, (PURCHASE PRICE) subject to adjustment and proration, as may be applicable, payable by certified funds or wire transfer funds at Closing.

ATTACHMENT A

3. DEPOSIT: SELLER acknowledges that the BUYER has made a deposit in the sum of _____ 00/100 Dollars (\$_____) with SELLER, which will be applied, as a credit, to the PURCHASE PRICE at closing and constitutes the BUYER's earnest money which shall not earn interest prior to the closing.

4. TIME FOR ACCEPTANCE: BUYER shall deliver this Contract to SELLER within thirty (30) business days after notification of winning bid. If BUYER fails to do so, the bid will be null and void and the BUYER's deposit may be returned or forfeited and retained by Seller.

5. EFFECTIVE DATE: The effective date of this Contract ("Effective Date") shall be the date when the contract is approved and accepted by both parties.

6. CLOSING DATE: This transaction shall be closed on or before ninety (90) days after the Effective Date of this contract, unless extended by mutual written agreement of the Parties. In the event that BUYER is not able to complete its due diligence on the Property within this ninety (90) day period, BUYER may make a written request to have the Closing Date deferred. Such a request will be granted upon the sole and reasonable discretion of the SELLER, by and through its Director of Real Estate Management.

7. DUE DILLIGENCE/INSPECTION: BUYER shall have the right, prior to closing, to send or to come upon the Property at reasonable times, upon reasonable prior notice to SELLER with its independent contractors, employees, engineers, and other personnel to inspect and conduct non-invasive testing upon the Property to determine whether the Property is acceptable to BUYER. BUYER, in its reasonable discretion, may cancel this Contract at any time on or prior to the sixtieth (60th) day following the Effective Date, based upon the findings of any and all environmental inspections, reports, property assessments, or other such information to the extent that the same indicate an issue with or condition of the Property that has or could reasonably be expected to have a material adverse impact on the Property, or BUYER's interest therein. BUYER shall indemnify and hold SELLER harmless from and against any and all losses, costs and/or expenses that may be incurred by SELLER as a result of any injuries to persons or damage to the Property resulting from any inspections, tests or entry upon the Property by BUYER. BUYER shall repair any damage to the Property caused by BUYER or its agents as a result of such inspections. Neither this provision, nor any other provision in this Contract, shall be construed as a waiver of BUYER's sovereign immunity pursuant to §768.28, Florida Statutes.

8. RIGHT TO CANCEL: If BUYER determines that the Property is not acceptable due to the reasons listed in section 7 herein, BUYER shall notify the SELLER in writing of its intent to cancel the Contract on or before the expiration date of the due diligence period and have any deposit(s) paid to the SELLER returned to the Buyer, which shall be BUYER's sole remedy, or continue to closing of the

ATTACHMENT A

property as-is, without offset or reduction in price. If BUYER fails to notify seller within said time, BUYER shall be deemed to have accepted the condition of the property.

9. POSSESSION: SELLER represents that at the time of closing there will be no parties in possession other than SELLER and SELLER agrees to deliver possession of the Property, subject to the reservation by the SELLER of any public easements, or any other conditions/terms agreed upon in writing by the Parties.

10. TITLE INSURANCE: SELLER does not provide title insurance; however, BUYER may procure it at BUYER's sole expense.

11. SURVEY: BUYER may procure a survey at BUYER's sole expense.

12. EXPENSES: SELLER is exempt from paying State documentary stamps taxes as provided for in Florida Statutes § 201.02. BUYER shall pay for any State documentary stamps required to be affixed to the deed, and the cost of recording, together with the cost of recording any corrective instruments, and any such other expenses assigned to BUYER in the closing of this Contract. Values for recording purposes shall be the PURCHASE PRICE set out herein.

13. CLOSING DOCUMENTS: Prior to closing, BUYER shall furnish for SELLER's review, a Closing Statement. At closing, SELLER will execute and deliver to BUYER a County Deed pursuant to §125.411, Florida Statutes, conveying the Property to BUYER, subject to any and all easements and restriction of record, and any other documents necessary for the closing of this transaction.

14. PLACE OF CLOSING: Closing shall be held at a mutually agreeable date and time, at the County's Real Property Division location at 509 East Avenue South, Clearwater, Florida 33756, or other location in the county where the Property is located as designated by the SELLER.

15. TIME: Time is of the essence as to this Contract. Any reference herein to time periods shall refer to calendar days, and any time period provided for herein which shall end on a Saturday, Sunday or County or legal holiday shall extend to 5:00 p.m. of the next full business day.

16. RESTRICTIONS, EASEMENTS, AND LIMITATIONS: BUYER shall take title subject to: zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; plat or other subdivision restrictions; easements of record and any permits to which the Property may be subject.

17. TAXES, FEES, ASSESSMENTS, CLOSING COSTS: BUYER shall be fully liable and responsible for the payment of any and all taxes, fees, and special assessments due on the property from the date of closing and subsequent years thereafter. BUYER shall also be responsible for any and all other costs of Closing.

18. SUCCESSORS AND ASSIGNS: This Contract may not be assigned by BUYER without SELLER's prior written consent, which consent may be given or withheld by Seller in its sole discretion.

ATTACHMENT A

The covenants, provisions and agreements herein contained, shall in every case be binding on and inure to the benefit of the parties hereto respectively, and their respective heirs, executors, administrators, successors and assigns, except that the BUYER's right to assign its interest under this contract shall be subject to the written consent of SELLER as provided herein.

19. DEFAULT: Unless otherwise agreed to in writing the following applies 1.) If BUYER fails to perform any of the covenants and agreements set herein, BUYER is in default, and SELLER may terminate this Contract and retain the Deposit as its sole remedy, whereupon this Contract shall thereafter terminate and become null and void and all parties hereto shall be relieved of any and all further obligations and liabilities to each other under this Contract. 2.) If SELLER fails to perform any of the SELLER's covenants and agreements set forth in this Contract as specified herein, SELLER is in default and BUYER may terminate this Contract and receive the return of the Deposit in full settlement of all claims for damages occasioned by SELLER's default, whereupon this Contract shall terminate and become null and void and all parties hereto shall be relieved of any and all further obligations and liabilities to each other under this Contract.

20. DISCLAIMER, WARRANTIES AND REPRESENTATIONS BUYER acknowledges and agrees that to the maximum extent permitted by law and in equity, the sale of the Property is made on an As-Is, Where-Is basis. BUYER acknowledges and agrees that except for the express representations and warranties set forth herein, SELLER has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind, character or nature whatsoever with respect to or in any way related to the Property or BUYER's use thereof, including but not limited to any structures or improvements thereon, the development rights available for the Property, the zoning or land use designation for the Property, the suitability of the Property for Buyer's intended use, or the subsurface soil conditions, except as otherwise set out herein.

21. OTHER AGREEMENTS; CONSTRUCTION OF THIS CONTRACT: No other agreements or representations shall be binding upon BUYER or SELLER unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties hereto. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of Contract in conflict therewith as long as both parties agree in writing to same by initials of authorized agents. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

ATTACHMENT A

22. RELATIONSHIP OF THE PARTIES: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture between the parties hereto, and nothing contained herein shall be deemed to create any relationship other than the relationship of BUYER and SELLER.

23. NOTICES: Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed to have been properly given and received when delivered in fact to the other proper party or when deposited if sent by United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or by air express mail, such as Federal Express, whether accepted or refused, to the address set out below or at such other address as is specified by written notice so given in accordance herewith. Notices may also be given by electronic transmission and shall be deemed to have been given and received on the date of such transmission. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the representative parties hereto as follows:

As to BUYER:

Email:

As to SELLER:

Pinellas County Real Estate Division
Attn: Real Property Manager
509 East Avenue South
Clearwater, FL 33756
Telephone: (727) 464-3496
Fax: (727) 464-5251
Email:

24. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity of any other provision of this Contract, and the Contract shall be amended only to the extent necessary to bring it within the requirements of the law.

25. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Proper venue shall be in Pinellas County, Florida, or the nearest location having jurisdiction.

ATTACHMENT A

26. WAIVER: The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of such provision or any other provision hereof. No waiver shall be binding unless executed in writing by the party making the waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party shall not be deemed a waiver of said term, covenant, or condition.

THE BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS

ATTACHMENT A

IN WITNESS WHEREOF, the parties hereto have hereunto fully executed this real property contract the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Executed by BUYER

on: _____, 2018

WITNESSES:

BUYER:

By: _____

By: _____

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Executed by SELLER

on: _____, 2018

ATTEST:

SELLER:

KEN BURKE
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chairman

(OFFICIAL SEAL)

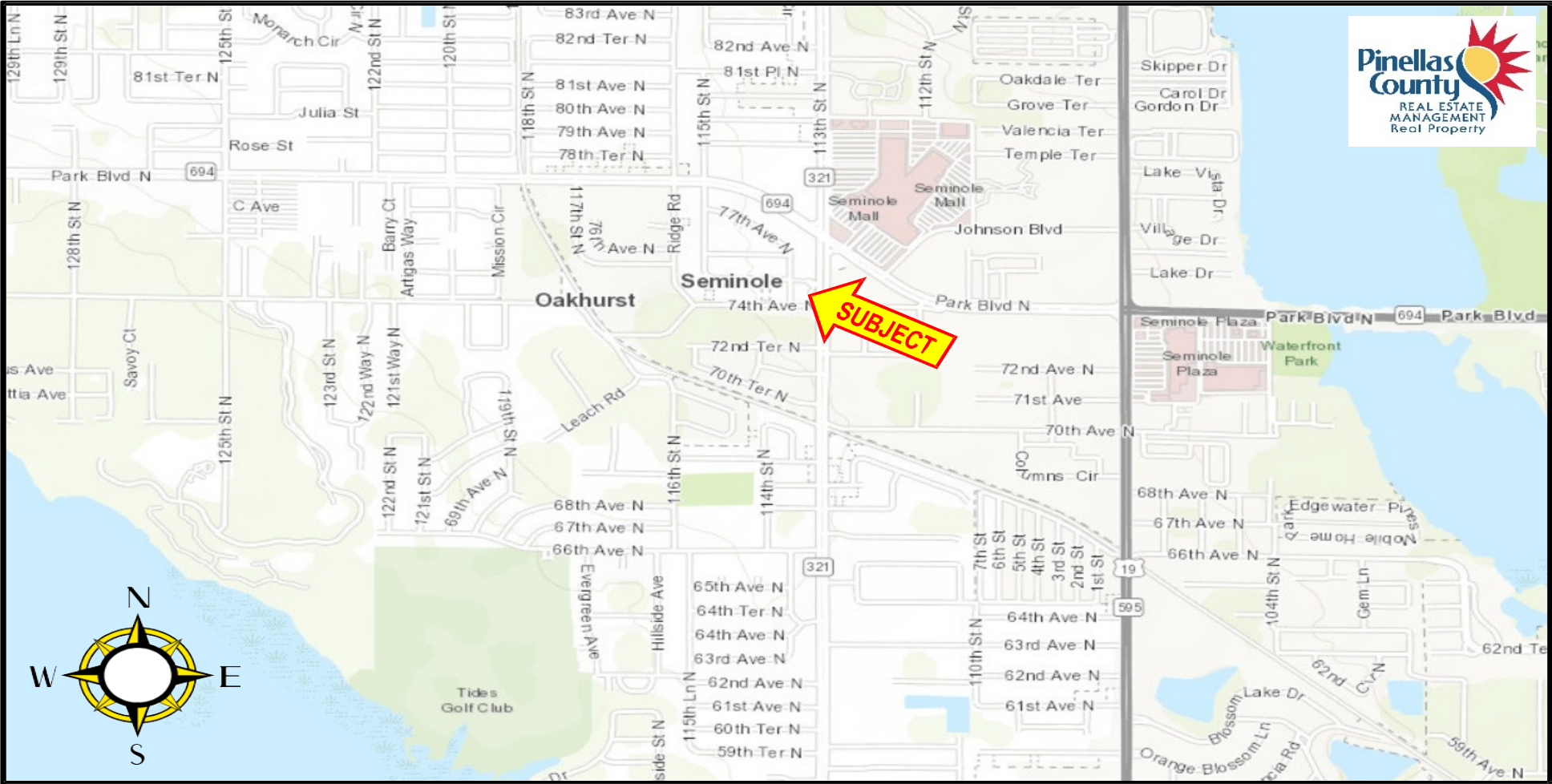
THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL IN OPEN SESSION BY THE
BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA.

APPROVED AS TO FORM:
OFFICE OF THE COUNTY ATTORNEY

By: _____

Assistant County Attorney

SITE LOCATION MAP



Restricted Appraisal of the Property
Identified by Pinellas County Property Appraiser as
Parcel No. 28-30-15-75168-004-0210



Aerial Photo for Visualization Purposes Only – Not to Scale

Prepared For:
Pinellas County Board of County Commissioners
Attn: Sean Griffin
Pinellas County Real Estate Management
Real Property Division
509 East Avenue South
Clearwater, FL 33756
Email: sgriffin@pinellascounty.org
Phone: 727-464-3184

Prepared By:
OMNI Realty Group, LLC
Gregory G. Johnson, MAI, SR/WA
PHONE: 727-781-1213
Email: realadvisor@msn.com



OMNI Realty Group, LLC 235 Orange Street Palm Harbor, FL 34683

Gregory G. Johnson, MAI, SR/WA State-certified General Real Estate Appraiser No. RZ778
E-Mail: realadvisor@msn.com PHONE: 727-781-1213 CELL: 727-919-1611

March 6, 2017

Pinellas County Board of County Commissioners
 Attn: Sean Griffin
 Pinellas County Real Estate Management
 Real Property Division
 509 East Avenue South
 Clearwater, FL 33756
 Email: sgriffin@pinellascounty.org
 Phone: 727-464-3184

Re: Restricted Appraisal report, prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The subject property is identified by Pinellas County Property Appraiser as Parcel No. 28-30-15-75168-004-0210. No survey was provided for this appraisal. According to information from the public record, the property contains a gross area of 1.25 acres or 54,285 square feet +/- The property, as of the date of inspection, was improved with a free standing building containing a reported 2,253 square feet of gross building area, together with various site improvements. The property is located in Section 28, Township 30 South, Range 15 East, within the unincorporated boundaries of Pinellas County, Florida

Dear Mr. Griffin: As contracted, I have appraised the fee simple market value of the above referenced property in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The conclusion of market value is based on information contained in the following appraisal report or information contained in the appraisal work file for this report and is subject to the Assumptions and Limiting Conditions, together with certain Extraordinary Assumptions and/or Hypothetical Conditions as described within the body of the report and addendum to it.

The property has been physically inspected. Information gathered from this field inspection, together with other data gathering and analyses performed to complete the appraisal report are contained either within the report or the appraisal work file.

In accordance with the Uniform Standards of Professional Appraisal Practice, Standard 2-2(b), the report is prepared in Restricted Appraisal format. Based on the information contained in the report or the appraisal work file, it is concluded the market value of the subject land as though vacant, under the Hypothetical Condition the real estate described in the report was "vacant and available for adaptation to its highest and best use", without consideration given to any of the existing building or site improvements, as further described within the report, as of the effective appraisal date of March 4, 2017 was:

\$650,000.00

(SIX HUNDRED FIFTY THOUSAND DOLLARS)

The value conclusion is contingent on the assumptions and conditions on which it is based. Specific reference is made to the Highest and Best Use section contained in the body of this report and the Assumptions and Limiting Conditions section contained within the Addendum. These have specific impacts upon the market value conclusion and must be understood in the context of the analyses and conclusions presented within the report. The appraisal report is further conditioned on the following "extraordinary assumptions and hypothetical conditions":

Letter of Transmittal
Pinellas County Board of County Commissioners
Attn: Sean Griffin
Pinellas County Real Estate Management
Real Property Division
March 6, 2017

Page 2

Extraordinary Assumptions:

- 1) No site survey was available for review and none was requested of the appraiser as part of the scope of work. It is assumed for purposes of this report; the public documents available that describe this property are accurate and reliable.
- 2) No title report was made available or requested of the appraiser within the scope of work. Although a reasonable effort has been made to identify restrictions and easements, it is specifically assumed that no easements or restrictions are present that would materially alter the conclusion(s) rendered herein; and that title to the property is vested as described in the Pinellas County Property Appraiser records.
- 3) No environmental report was available for review and none was requested of the appraiser for this assignment. It is specifically assumed for purposes of this report that the property is free of environmental contamination of any type and is available for immediate use by market participants.
- 4) No drainage engineering report was provided for this appraisal. It is assumed that site drainage and retention would be available to the site and that the site, if vacant, could be adapted to include adequate drainage to facilitate alternative development.

Hypothetical Conditions:

- 1) The property is reportedly being considered for transfer between two governmental bodies, Pinellas County (current property owner) and the City of Seminole, Florida. Following discussions with the client and after consideration of the improvements located on the property (none are contributory to market value); and considering the various improvements that were installed by the various jurisdictions (the City of Seminole has reportedly installed some site improvements and is looking to acquire the property for continuation of its use as a city park; additionally, the water tower improvement located on the property has become a city landmark). As a result, the only estimate of "market value" or value in exchange that would be credible, without a complete cost estimate for the demolition and removal of the improvements, a salvage value estimate for salvageable material resulting from demolition, and an impact fee credit estimate that would be available to the property after demolition and applicable to alternative development, would be the "land as though vacant and available for adaptation to its highest and best use". Considering the time frame applicable to the engagement (14 days) and the reported proposed intent is to keep the existing improvements in place; it was determined appraisal of the "land as though vacant and available for adaptation to its highest and best use" would be most applicable in solving the appraisal problem and producing credible results. All readers should recognize the building and site improvements located on the property as of the effective appraisal date are not considered in the appraisal process applied in this engagement. The property is being appraised under the hypothetical condition that as of the effective appraisal date, the land is considered as though "vacant and available for adaptation to its highest and best use". Any questions regarding this hypothetical condition should be directed to the appraiser.

Following is the appraisal certificate and appraisal report. It has been a pleasure serving you. Should you have questions or require added information, please feel free to call.

Respectfully submitted,

OMNI Realty Group, LLC.

- Original Signed -

Gregory G. Johnson, MAI, SR/WA
State-certified General Real Estate Appraiser No. RZ778
Licensed Real Estate Broker

Appraisal Certificate

I certify to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusion are limited only by the reported assumptions and limiting conditions and are my personal, unbiased professional analyses, opinions and conclusions. The value conclusion is contingent on the conditions on which it is based. Specific reference is made to the Highest and Best Use section contained in the body of this report and the Assumptions and Limiting Conditions section contained within the Addendum. These have specific impacts upon the value conclusion and must be understood in the context of the analysis and conclusions presented within the report. Readers are specifically directed that if any question pertaining to these issues is present, they should direct their inquiries to the appraiser.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined value or direction in the value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation and is in conformity with the Standards of Profession Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute and the International Right of Way Association.
6. I have made a personal inspection of the property that is the subject of this report.
7. I certify that the use of this report is subject to the requirements of the Florida Real Estate Appraisal Board and the Appraisal Institute relating to review by its duly authorized representatives.
8. As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute and the Florida Real Estate Appraisal Board.
9. I certify that I have not previously appraised the subject property.
10. No one other than the appraiser provided significant assistance in the development of the assignment or the analyses and conclusions rendered herein.
11. This appraisal and the value conclusion rendered herein are subject to certain "**Extraordinary Assumptions and Hypothetical Conditions**". In consultation with the client and following consideration of all information available to the appraiser, these are required to produce a credible opinion of value in the context of the scope of work for this appraisal. These are presented in the letter of transmittal and discussed in the various segments of the report to which they apply.
12. It is my opinion that the estimate of market value as defined in the report attributable to the subject property in a condition "as though vacant and available for adaptation to its highest and best use, as of March 4, 2016, subject to the assumptions and limiting conditions stated within the report or addendum to it, was:

\$650,000.00

(SIX HUNDRED FIFTY THOUSAND DOLLARS)

- Original Signed -

Gregory G. Johnson, MAI, SR/WA
State-certified General Real Estate Appraiser No. RZ778

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ADDENDUM:

ASSUMPTIONS AND LIMITING CONDITIONS
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SUMMARY OF SALIENT FACTS

Property Appraised:

The property appraised is an improved site located at the northwest intersection corner of 113th Street and 74th Avenue North. The street address is 11323 74th Avenue N. The Pinellas County Property Appraiser identifies the property as parcel number 28-30-15-75168-004-0210. The property is owned by Pinellas County and its zoning and land use under the Pinellas County jurisdictional authority is reported to be R-3 (Single Family Residential District) and I (Institutional) under the Public/Semi-Public Classification of the future land use code, respectively.

The site is improved with a single story free standing office building, reportedly containing 2,253 square feet of base building area, together with a water tower which is reportedly no longer operational. Other site improvements, including site fencing, walkways, paved parking and landscaping were also present at inspection. The property has been adapted and is currently being used as a neighborhood park. From inspection, very little use of the park is evidenced. There were no restroom facilities on the property. Consideration of the market value of the underlying land, leads to the conclusion the property's current use could not provide adequate return to the land and therefore, the improvements are concluded to be non-contributory to the property's market value. From this consideration and the time requirements available to conduct the scope of work for this assignment, together with the intended use of the appraisal in negotiation for transfer from one public entity to another, it was concluded following consultation with the client that a Hypothetical Condition would be invoked as to the improvements located on the property, in that the improvements, their demolition cost, their salvage value and their contribution to the property based on impact fee credits would not be considered. The property was to be appraised under the Hypothetical Condition that it was; "vacant and available for adaptation to its highest and best use". The scope of work has been developed and this appraisal has been conducted under this Hypothetical Condition.

Date of Value:

March 4, 2017

Date(s) of Inspection

February 24, 2017 and March 4, 2017

Location:

The property appraised is an improved site located at the northwest intersection corner of 113th Street and 74th Avenue North. The street address is 11323 74th Avenue N., Pinellas County, Florida.

Owner of Record:

The owner of record was Pinellas County.

Owner Present at Inspection:

No one other than the appraiser was present during the inspection process.

Type of Property:

The property appraised is an improved land parcel. The site reportedly contains 54,285 square feet or 1.25 acres of gross land area. Access to the property is via 74th Avenue North, west from its intersection with 113th Street North. The intersection at 74th Avenue and 113th Street is a traffic lighted intersection. The site is improved with a single story free standing office building, reportedly containing 2,253 square feet of base building area, together with a water tower which is reportedly no longer operational. Other site improvements, including site fencing, walkways, paved parking and landscaping were also present at inspection. The property has been adapted and is currently being used as a neighborhood park. As discussed previously, the building and site improvements are concluded to be non-contributory to the property's market value.

Zoning & Land Use:

The property lies within the jurisdictional boundaries of Pinellas County. According to public information, the property zoning is R-3, (Single Family Residential) and the land use is "I" (Institutional) under the Public/Semi-Public Classification. Zoning and land use are reportedly in conformity with one another.

SUMMARY OF SALIENT FACTS (Continued)**Interest Appraised:**

Fee Simple Interest

Use of Appraisal:

The appraisal is to be used as a basis for consideration in negotiation for transfer of the property between two governmental bodies, specifically, Pinellas County (current owner) and the City of Seminole, Florida. Any use of the appraisal report other than consideration by the client in negotiation for this specific purpose, is an unintended use which by this reference is prohibited.

Appraisal Distribution (Users of the Report):

The appraisal client is a public entity. As such, it may be reasonably anticipated the appraisal will become part of the public record. However, the intended users are decision makers and advisors within the county government. These representatives are considered to be sophisticated decision makers within the Pinellas County governing body. Anyone other than the client is an unintended user and all unintended use is prohibited. This report is the copyright work product of the company represented by the appraiser. Unauthorized reproduction of this report is strictly prohibited. Questions pertaining to use or users of this report should be directed to the appraiser.

Highest and Best Use:**Conclusion As Improved:**

The present improvements located on the property are not contributory to its market value.

Conclusion As Vacant:

Development in accordance with zoning and land-use that would accommodate institutional uses permitted under the I, Institutional land use classifications as may be permitted. This would include a wide variety of Public/Semi-Public uses as identified by the code (see Subject Property Information) section of the Addendum to this report.

Date of Valuation:

March 4, 2017

Estimated Marketing Time:

12 to 18 Months

Property Rights Appraised:

Fee Simple Interest as defined herein.

Market Value Conclusion:

Total Property – As though "vacant and available for adaptation to its highest and best use":

(SIX HUNDRED FIFTY THOUSAND DOLLARS)
\$650,000.00

RESTRICTED APPRAISAL REPORT

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the market value of the fee simple interest in the subject property as of the date of the appraisal. The fee simple interest is defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." ¹

SCOPE OF APPRAISAL

We have inspected the subject property site and have externally inspected the improvements. Due to the size, configuration and age of the existing improvements, no reasonable use of the existing improvements that would generate sufficient net operating income to satisfy the market value of the underlying site as though vacant was found. Therefore, it was concluded the existing building and site improvements are not contributory to the property's market value.

As vacant, the property contains 54,285 square feet or 1.25 acres of gross land area. The property is identified by the Pinellas County Property Appraiser as Parcel No. 28-30-15-75168-004-0210. The property is now being considered for transfer by Pinellas County (current owner) to another governmental body, the City of Seminole, Florida.

The information gained from our inspection has been used to identify market information necessary for establishing the scope of work required to answer the value question credibly. Considerations of the cost, sales comparison and income capitalization approaches were applied in evaluating the appraisal problem and establishing the scope of work. The scope was established following consultation with the client.

From these considerations, it was determined the existing improvements are not contributory to market value. As such, it was concluded that a Hypothetical Condition would be invoked wherein the subject property was to be appraised under the condition that as of the effective appraisal date, the property was "vacant and available for adaptation to its highest and best use". It was concluded through client consultation that this estimate could be used as a basis for negotiation of value in the transfer between the two governmental bodies involved in the negotiation. By definition, government to government transactions are considered to be non-market transactions due to the wide variety of public services employed in their day to day operations. Additionally, these types of transactions can include political issues that do not reflect market activities. The public expects, where possible, that negotiations between governmental bodies be based on "market value" or value in exchange.

For these reasons, the scope of work included consideration of the property under the Hypothetical Condition the property was "vacant and available for adaptation to its highest and best use" as of the effective appraisal date.

These various approaches to value were then considered and applied as appropriate to answer the value question.

Recipients and readers of this appraisal should note that reliance upon the analyses and conclusions rendered in this appraisal are subject to recognizing and understanding the assumptions and conditions applied in forming the value conclusion. These issues are more specifically addressed in the Highest and Best Use section of the appraisal and in the Assumptions and Limiting Conditions section of the Addendum to this appraisal report. By this reference, readers are specifically directed to these sections of the report.

IDENTIFICATION OF CLIENT AND INTENDED USERS

Pinellas County Board of County Commissioners
Attn: Sean Griffin
Pinellas County Real Estate Management
Real Property Division
509 East Avenue South
Clearwater, FL 33756

The client is a public entity. The intended users are sophisticated personnel and advisors within Pinellas County government.

¹ Source: THE APPRAISAL OF REAL ESTATE, 13TH EDITION, Appraisal Institute, Chicago, IL, 2008, p.114

FUNCTION AND USE OF THE APPRAISAL

The function of this appraisal is for exclusive use by the client in consideration of the property's market value for purposes of negotiation. The client's personnel and advisors are considered to be knowledgeable real estate market participants and the report is to be used only for the client's independent consideration. Any other use is an unintended use of this report. Unintended use is strictly prohibited. Questions regarding intended use of the report should be directed to the appraiser.

APPRAISER COMPETENCY

Following consideration of the Competency Rule as promulgated by the USPAP, 2016-2017 Edition, the appraiser is competent to properly identify the appraisal problem and has the requisite knowledge and experience to complete the assignment competently, recognizing and complying with the laws and regulations that apply to the appraiser or to the assignment.

REASONABLE EXPOSURE TIME

The market value definition assumes the property has been effectively exposed in the market place for a period of time (marketing period) prior to its transfer. In accordance with the Uniform Standards of Professional Appraisal Practice, Statement of Appraisal Standards No. 6 (SMT-6), a reasonable exposure time for the subject property may be anticipated to be 12 to 18 months.

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of the title from the seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: THE APPRAISAL OF REAL ESTATE, 13th EDITION, Appraisal Institute Chicago, IL, 2008, pgs. 22-25

LEGAL DESCRIPTION OF THE PROPERTY

The last conveyance document relevant to the property was not available to the appraiser. No reference to the last conveyance recorded is found in the public record. It is assumed for purposes of this report, that ownership information reference in the Pinellas County Property Appraiser public record is true and correct as follows:

<u>Parcel No.</u>	<u>Property Owner</u>	<u>OR Book/Page</u>
28-30-15-75168-004-0210	Pinellas County	Record not available

EASEMENTS & RESTRICTIONS

No title report was provided or requested within the scope of work for this appraisal. It is recommended that further inspection of the public record be undertaken as part of the due diligence process. An Extraordinary Assumption has been invoked covering these issues (See Extraordinary Assumption 2). If it is found that easements or restrictions are present that would materially alter the conclusions presented herein, the appraiser retains the right to consider these issues and amend the value conclusion accordingly.

TYPE OF PROPERTY

The property lies within the jurisdictional boundaries of Pinellas County. According to public information, the property zoning is R-3, Residential Single Family and the land use is "I" (Institutional). Zoning and land use are reportedly in conformity with one another. The property is an improved land parcel with potential residential/institutional uses. Existing improvements are not contributory to the property's market value. Therefore, the property was appraised under the Hypothetical Condition, as of the effective appraisal date, the property was "vacant and available for adaptation to its highest and best use". For purposes of this report, the building and site improvements located on the property as of the last date of inspection, are not considered further within the scope of work applied in this assignment.

OWNER HISTORY – LAST FIVE YEARS

The property has reportedly been under the current ownership for more than five years.

APPRAISAL PROBLEM

The appraisal problem is to estimate the fee simple market value of the property as of the appraisal date, considering the Hypothetical Condition, that the property, as of the effective appraisal date was "vacant and available for adaptation to its highest and best use". Consideration of highest and best use is subject to the Extraordinary Assumptions and Hypothetical Condition, previously summarized and further discussed within this report.

Once the highest and best use is analyzed and a conclusion is made, market information pertinent to answering the value question is gathered and analyzed through application of the three approaches to value (replacement cost, sales comparison and income capitalization).

The indications of market value developed through application of these approaches are then analyzed and reconciled into a conclusion of market value for the subject property.

The conclusion presented is based on certain **"Extraordinary Assumptions and Hypothetical Conditions"**. Recipients and readers are directed to the Highest and Best Use section of this appraisal where disclosure and clarification of these assumptions and condition are presented. Based on this information, these assumptions and conditions are considered in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), Standards Rule 1-2 (g) & (h) pertaining to identification of extraordinary assumptions and hypothetical conditions, and Standards Rules 2-1, and 2-2, specifically (b) (x1) which provide guidance for consideration, disclosure and reporting of these issues.² Sufficient market information is available to properly apply the appraisal process and estimate market value with consideration given to these assumptions and conditions.

Following consideration of the property, it is concluded an estimate of the property's market value can be credibly ascertained. We are considering the property under its highest and best use as though vacant.

Further, we have not been able to ascertain if the property is encumbered by environmental contamination (urea formaldehyde, asbestos, radon or others) or other encumbrances. Specific information with regard to use of the property as though vacant was not available. However, it is reasonable to conclude, based on the zoning and land use available to the property and comparing this to recent market transactions of similar vacant land to determine a range of prices paid for comparable and competitive properties within the market area, market value can be credibly estimated. This estimate could then be used as a basis for negotiation by the client between the two governmental bodies reportedly involved in the negotiation.

² Source: USPAP 2016-2017 Edition; The Appraisal Foundation, Washington, D.C.

AREA MAP**REGIONAL INFLUENCES****Location**

The subject is located within the unincorporated boundaries of Pinellas County, Florida. This location is within the Tampa-Clearwater-St. Petersburg Metropolitan Statistical Area (MSA). Pinellas County is located in the west central portion of Florida along the Gulf of Mexico.

Summary

Based on market data and published reports of these data, the MSA is stable, with vacant land parcels being acquired for immediate or planned future adaptations to their highest and best use. There appears to be adequate financing available and governmental bodies are working under several public/private opportunities to enhance the business climate, provide added employment and further growth communities located within the MSA.

NEIGHBORHOOD MAP

Presented for visualization purposes – Not to Scale

NEIGHBORHOOD ANALYSIS

For appraisal purposes, a neighborhood is defined in terms of common characteristics, trends, and groupings of similar or complimentary land uses. The appraiser has delineated the immediate neighborhood boundaries as:

North:	Approximately ¼ mile north of the Park Boulevard/113 th Street N. intersection
South:	74 th Avenue North
West:	113 th Lane North
East:	Intersection of 74 th Avenue North and Park Boulevard

The subject property is located in southwest Pinellas County in the southwest portion of the neighborhood. This is within the unincorporated area of Pinellas County; however, it is identified as being part of the City of Seminole although the city does not reportedly have property jurisdiction. The neighborhood is mixed use in nature with commercial and institutional uses located within the west boundary and more intense commercial uses located along the east, north and south boundaries. Residential uses tend to mark the neighborhood boundaries.

The property's placement within the neighborhood is considered to be an institutional location. Recent sales indicate a reasonable demand for institutional use projects located within Pinellas County neighborhoods comparable to the subject neighborhood.

Recent developments within the neighborhood include the Park Mall which is now nearing completion at the northeast intersection corner of Park Boulevard and 113th Street N. The neighborhood is approximately 95% built out. Few vacant land parcels remain.

DESCRIPTION OF THE PROPERTY**Location**

The property appraised is an improved site located at the northwest intersection corner of 113th Street N. and 74th Avenue North. The street address is 11323 74th Avenue N., Pinellas County, Florida.

Owner of Record:

The owner of record was Pinellas County.

Owner Present at Inspection:

No one other than the appraiser was present during the inspection process.

Type of Property:

The property appraised is an improved land parcel. The site reportedly contains 54,285 square feet or 1.25 acres of gross land area. Access to the property is via 74th Avenue North, west from its intersection with 113th Street North. The intersection at 74th Avenue and 113th Street is a traffic lighted intersection. The site is improved with a single story free standing office building, reportedly containing 2,253 square feet of base building area, together with a water tower which is reportedly no longer operational. Other site improvements, including site fencing, walkways, paved parking and landscaping were also present at inspection. The property has been adapted and is currently being used as a neighborhood park. As discussed previously, the building and site improvements are concluded to be non-contributory to the property's market value.

Area/Dimensions

The site is rectangular in shape. It reportedly contains 215 +/- feet of frontage on the 74th Avenue N. right-of-way, 255 feet along the 113th Street N. and 113th Lane N. frontages, respectfully.. According to the public record, the property contains 54,285 square feet or 1.25 acres of gross land area.

Access

Access to the property is via the 113th Lane N. property frontage. Site access is considered to be adequate to support alternative development of the property.

Topography and Drainage

Based on visual inspection, review of topographical maps and review of the FEMA Flood Insurance Rate Map Panel 12103C0183G, drainage appears to slope from north to south within the property.

Soils

No surface or sub-surface soils testing has been conducted for this appraisal. It is assumed for purposes of this appraisal that surface and sub-surface soils are adequate for development of the property to its highest and best use.

Utilities

Water :	Municipal Service – City of Seminole
Sewer:	Municipal Service – City of Seminole
Waste Disposal:	Municipal Service – City of Seminole
Electricity:	Duke Energy (Available to Site)
Telephone:	Verizon, Inc. (Available to Site)

Flood Hazard Statement

According to the FEMA Flood Insurance Rate Map Number 12103C0183G, effective date September 3, 2003, published by the Federal Emergency Management Agency, the property is located in Zone X. Flood Zone X includes areas that lie outside the 100 year floodplain.

Improvement Description

The site is improved with a single story free standing office building, reportedly containing 2,253 square feet of base building area, together with a water tower which is reportedly no longer operational. Other site improvements, including site fencing, walkways, paved parking and landscaping were also present at inspection. The property has been adapted and is currently being used as a neighborhood park. As discussed previously, the building and site improvements are concluded to be non-contributory to the property's market value. As noted, the building and site improvements are not considered further as part of this appraisal assignment.

Encroachments

No encroachments were noted from physical inspection of the property. If a subsequent survey should reveal any encroachment(s), the appraiser reserves the right to consider its/their impact on the market value opinion rendered herein and to modify said opinion accordingly if the market information so warrants.

ZONING AND LAND USE DESIGNATION

The property is located within the unincorporated boundaries of Pinellas County. The property zoning designation is R-3 (Single Family Residential District) and the land use is "I" (Institutional) under the Public/Semi-Public Classification of the Pinellas County future land use plan. Zoning and land use are in conformity with one another. Permitted uses within the "I", Institutional District include public/private schools, colleges, hospital, medical clinic, church, religious institution, cemetery, social/public service agency; child day care; fraternal, civic organization, municipal office building, courthouse, library, public safety facility, emergency medical service building, convention center. Secondary uses include residential and residential equivalent.

Under the Public/Semi-Public Classification to which the "I" Institutional land use is subject, property development standards are reportedly as follows:

Lot Area:	One Acre - minimum
Lot Width:	100 feet
Lot Depth:	100 feet
Front Yard Setback:	25 feet
Side Yard Setback:	20 feet
Rear Yard Setback:	20 feet
Maximum Height:	50 feet
Minimum Floor Area	N/A
Maximum Floor Area Ratio:	65%
Maximum Impervious Surface:	85%

ASSESSED VALUE AND TAXES

According to Pinellas County Property Appraiser records, the property was appraised and assessed for the 2014 tax year as follows:

Parcel Tax I.D. Number:	28-30-15-75168-004-0210
Assessment:	
Just/Market Value	\$424,711 (2016)
R.E. Tax	\$8,540.98
Millage	20.1101

The just/market value indications are applicable to the January 1, 2016 assessment date. Just value estimates for January 1, 2016 have not yet been completed.

PUBLIC AND PRIVATE RESTRICTIONS

Zoning, land use and other regulatory public restrictions are noted. The property zoning designation is R-3, Single Family Residential District and the land use is "I" Institutional District. Zoning and land use are in conformity with one another and provide for a significant variety of institutional uses. Based on discussions with Pinellas County representatives and on observation of recent market activity, the site as vacant and available for adaptation to its highest and best use if properly priced and exposed, would most probably be absorbed by the market within the next 12-18 months. Based on zoning and land use, permitted development would be based on a development plan conforming to zoning and land use. There are no significant concurrency issues related to the property's development that would affect its market value.

No other restrictions are noted from our cursory inspection of the public record. Continued due diligence should include boundary, encroachment, topographical, soils, and environmental surveys, together with a land title policy commitment. These would typically be made available by knowledgeable sellers and would be requested by any potential buyer in the due diligence process. No specific survey or land title information beyond identification of the surface owner has been provided to the appraiser or requested as part of this appraisal.

HIGHEST AND BEST USE ANALYSIS

Definition of Highest and Best Use

"...The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value."

The Appraisal of Real Estate 13th Edition, Appraisal Institute, Chicago, IL, 2008, p. 278

Introduction

Highest and best use is an appraisal concept defined as that use, from several legally allowable and physically possible alternative uses, which may be reasonably expected to produce the greatest net return to the property within the foreseeable future. Consideration was given to the possible and most probable uses of the site, including those for which the land is adaptable with respect to size, configuration, and location.

These uses must be legally permissible, physically suitable, and conform to existing improvements in the neighborhood. The use(s) must also result in the highest economic return to the land. The land use designation provides a wide range of uses consistent with institutional uses.

Legally Permissible Use

As noted previously, the property zoning designation is R-3 (Single Family Residential District) and the land use is "I" (Institutional) under the Public/Semi-Public Classification of the Pinellas County future land use plan. Zoning and land use are in conformity with one another. Permitted uses within the "I", Institutional District include public/private schools, colleges, hospital, medical clinic, church, religious institution, cemetery, social/public service agency; child day care; fraternal, civic organization, municipal office building, courthouse, library, public safety facility, emergency medical service building, convention center. Secondary uses include residential and residential equivalent. Based on siting and design criteria of zoning and land use, the property could be adapted to a floor area ratio (FAR) adequate to provide a productive use of the property.

Physical Use

The site is appraised under the Hypothetical Condition that as of the effective valuation date, the property was "vacant and available for adaptation to its highest and best use". Based on the size of the property, 54,285 square feet, the property could be adapted, considering permitted floor area ratio, to 35,285 square feet of building area. The building could be constructed to include five (5) stories (50' maximum height), with each story containing 7,000 +/- square feet. The prospective building footprint would cover 7,500 square feet +/-, providing for 38,642 square feet of remaining impervious surface ratio area that could accommodate vehicular access, parking, walkways, etc. From this analysis, it is reasonable to conclude a physical use, consistent with zoning and land use criteria could be adapted to the site "as though vacant and available for adaptation to its highest and best use"

It is assumed for purposes of this report that a development plan consistent with competitive institutional uses within the market would be approved by the jurisdictional authorities without greater cost than that considered normal in the market place and without delay in the approval process.

HIGHEST AND BEST USE ANALYSIS (Continued)**Economic Feasibility**

Based on the legal criteria discussed, the subject property is best suited for institutional use. Based on current pricing of comparable locations for competitive uses within similar zoning and land use districts, development of the property to institutional use would be considered feasible in the near term.

Conclusions of Highest and Best Use:**As Vacant**

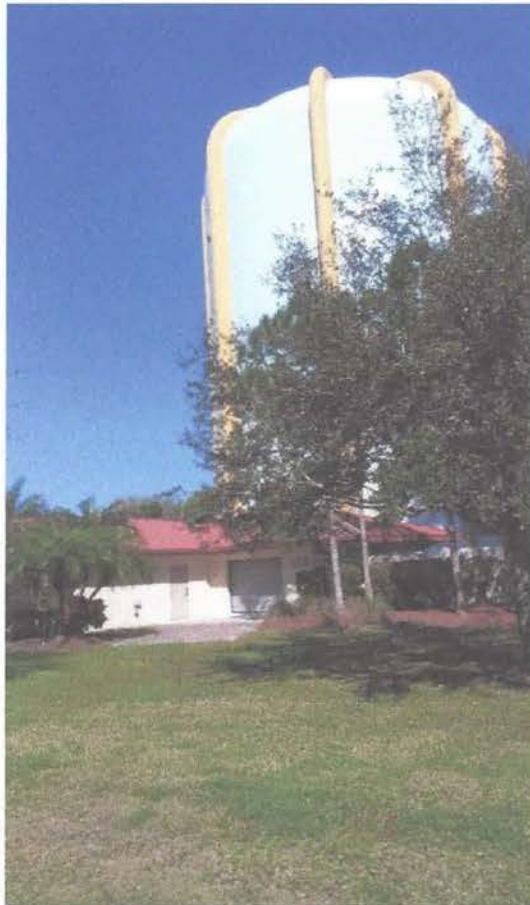
The highest and best use of the property as vacant was concluded to be institutional development to maximum floor area and impervious surface ratios consistent with zoning and land use.

As Improved

The existing building and site improvements are not contributory to market value. It would be anticipated by market participants that these would be removed and the site prepared for alternative development to its highest and best use as vacant.

SUBJECT PROPERTY PHOTOS**Final Inspection Date: March 4, 2017**

View of the subject property looking northwest from its southeast boundary
from the 113th Street N. and 74th Avenue N. intersection

SUBJECT PROPERTY PHOTOS (Continued)

View of the free standing building and water tower looking northwest

APPRAISAL PROCESS

The property is improved to an uneconomic use. Therefore, it is most probable that the improvements would be removed and the site made available for alternative development. In the appraisal process, three approaches to market value are considered and where applicable, employed to produce estimates of market value. These include the reproduction or replacement cost, direct sales comparison and income capitalization approaches.

Reproduction or Replacement Cost Approach

In the reproduction or replacement cost approach, land value is first estimated by direct sales comparison. To this is added the cost to improve the site and construct building improvements consistent with the property's highest and best use. For existing properties, estimates of accrued depreciation resulting from physical, functional and economic (external) sources are then deducted from the site and building improvement reproduction or replacement cost to arrive at a net improvement contribution to value. To this is added the estimated land value developed by direct sales comparison to arrive at an estimate of market value by the reproduction or replacement cost approach.

The existing improvements are not contributory to market value. Therefore, the cost approach is not applied.

APPRAISAL PROCESS (Continued)**Sales Comparison Approach**

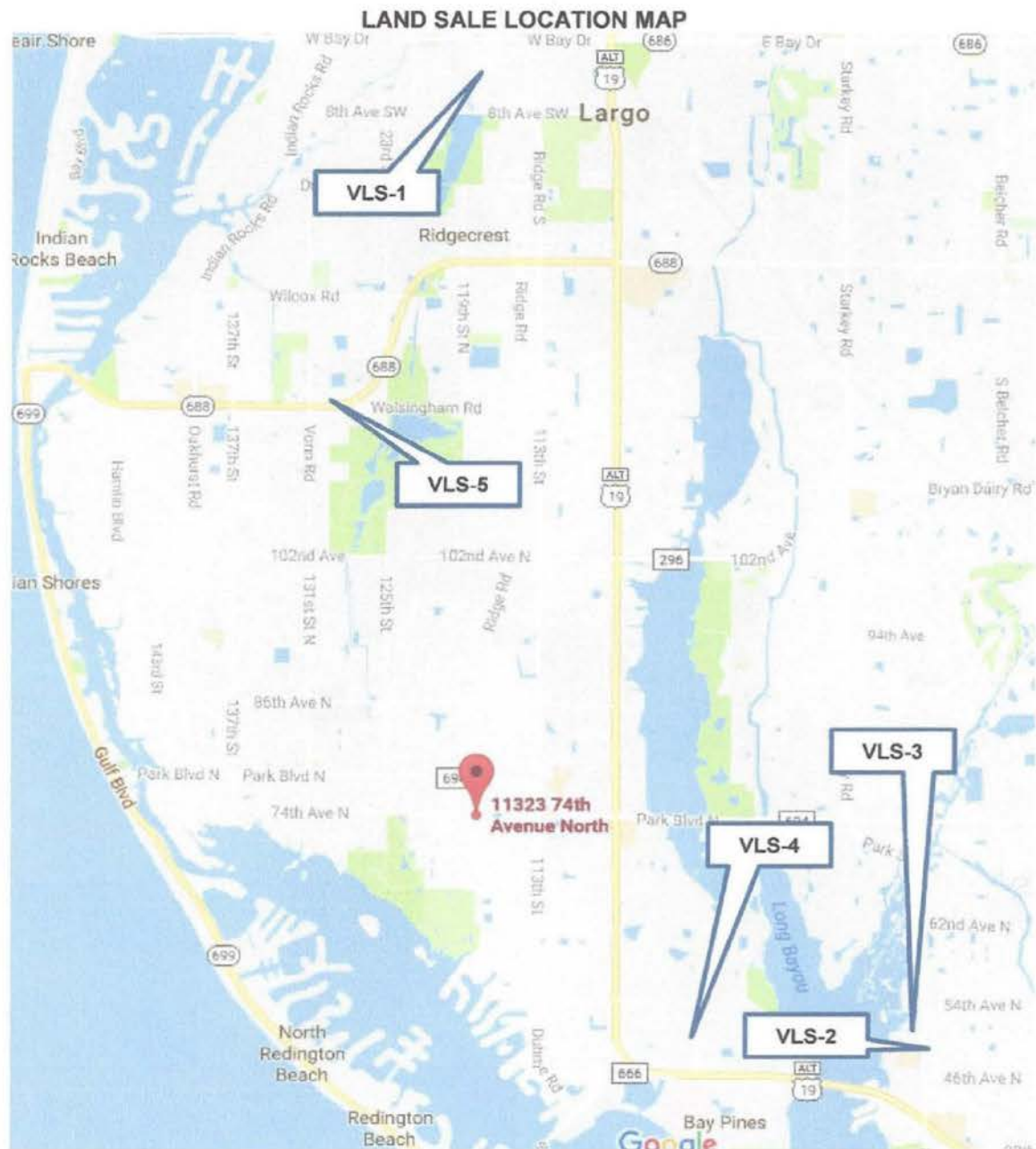
The sales comparison approach is a valuation technique that compares sales of similar properties to the subject. This approach is based upon the principle of substitution, which states that the value of a property tends to be fixed by the cost of acquiring an equally desirable substitute property that has similar utility.

The market value of a vacant land parcel and improved properties is often best estimated by the sales comparison approach. In this approach, data collected from comparable sales are adjusted to compensate for variations in prices resulting from transaction issues such as terms and financing. Adjustments for appreciation or depreciation from the date of each sale to the date of valuation are then made. The resulting contract and time adjusted prices are further adjusted for variation in the price attributable to location, visibility, access, size, utility, zoning and land use as well as other observed criteria. The value estimate derived from this technique is based predominantly on the principal of substitution.

The sales comparison approach is applied to estimate the market value of the site as though vacant and available for adaptation to the property's highest and best use.

Income Capitalization Approach

The income capitalization approach can be a valuable tool in estimating market value. When there are sufficient numbers of recent market leases from which to estimate the income that would be attributable to the property. The capitalized net return to the property is the estimate of market value by the income capitalization approach. Although the income capitalization approach has been considered to analyze the contributory value of existing improvements, it is not applied to produce an indication of market value.

LAND VALUATION**Sales Comparison - Vacant Land**

To apply the direct sales comparison approach, each of the sales are compared to the subject property based on their physical, functional and economic characteristics. Adjustments are made from each of the sales to the subject based on comparative elements either demonstrated or considered to be active in the market place. Where possible, direct adjustment is made based on objective criteria. These objective adjustment criteria are based on being able to isolate the comparative differences between the properties and accurately estimating the adjustment based on the isolated difference. Often, true isolation of one or more adjustment criteria is not available from the market data. Therefore, logical associations when comparing each of the sales to the subject are required to provide adjustment from the sales to the subject. Based on observation of the sales, true isolation of the adjustment criteria is not possible. Therefore, adjustments are based on observed logical comparison or subjective criteria.

LAND VALUATION (Continued)**Sales Comparison - Vacant Land** (Continued)

Although adjustments are subjective as opposed to the preferable objective model, the resulting indications of market value are representative of the market, because prices paid in most markets are predominantly based on subjective criteria when comparing one property to another for purchase or sale. Generally, market data are imperfect, because to understand the motivations of each market participant perfectly, we must be able to capture their thoughts and resulting actions. In this case, we are able to identify their actions and through verification, some of their thoughts; however, when comparing the sales to the subject in this appraisal, it is concluded observed logic or subjective adjustment from the sales to the subject are most appropriate.

Market participants indicate that pricing is subject to consideration of the physical, functional and economic issues associated with each property. Contracts are typically contingent upon receiving the necessary approvals for development and construction before closing. Market responses indicate that from the time a viable vacant light industrial parcel comparable to the subject property is placed on the market to closing generally requires 12-18 months. This includes time for preliminary due diligence research, plan preparation, approvals, financing, and closing.

Discussion of Land Sales and Adjustments to the Subject

We have prepared a comparable vacant land sales analysis table for consideration in estimating the market value of the land as available for adaptation to its highest and best use.

In the market data research process, we considered recent vacant land sales and improved sales where the improvements were not contributory to market value. Narrative sale write-ups are contained in the addendum for reference. Each of the sales were compared to the subject based first on transactional adjustments (relationship of the parties, cash equivalency and market conditions) to reflect a transaction adjusted indication for each of the sales. Next, physical and functional adjustments were considered and applied for location, parcel size, parcel shape, access, zoning/land use, and site conditions. A copy of the adjustment grid is contained on the following page for reference.

The sales are adequate to provide a basis for forming a reasonable opinion of market value. Objective (measurable) adjustment criteria were not observed among the sales. Therefore, we have applied adjustments based on subjective logic when comparing the vacant land sales to the subject as though vacant and available for adaptation to its highest and best use.

Discussion of Land Sales and Adjustments

VLS-1 was a vacant land parcel containing a reported 33,015 square feet or .758 acre +/- . The transaction was reportedly an arm's length, cash equivalent exchange. The property land use was reportedly Community Redevelopment District (CRD), with a Medical Arts (MA) overlay under the jurisdiction of the City of Largo, Florida. No transactions adjustment was required. The sale is considered inferior to the subject property based on location and access. Positive adjustments from the sale to the subject of 10% and 5% were applied for location and access, respectively. A negative adjustment from the sale to the subject for parcel size was applied due to the smaller size of the sale when compared to the subject based on the economic principal of diminishing returns which states generally that a larger parcel will tend to sell at a lower per unit price (per square foot) than will a smaller parcel. Although the sales data do not clearly reflect the size adjustment, it was applied in recognition of this principal, which generally is observed among similar transactions. Prior to adjustment the indicated price was \$10.60 per square foot. Following adjustment the indicated price for VLS-1 applicable to the subject was \$11.66 per square foot. This sale is located in the Largo Medical district and could potentially be adapted to similar uses that would be applicable to the subject.

VLS-2 was a vacant land parcel reportedly containing 16,437 square feet or .377 acre. No transaction adjustments were observed in the exchange. The unadjusted sale price indication was \$15.21 per square foot. No adjustment for location was applied as the sale property is located on a primary arterial comparable to the subject. Adjustments for superior parcel size, inferior parcel shape, inferior access, superior zoning/land use and minor site conditions (mobile home office, reportedly included in sale) have been applied. Following adjustment, the indicated price for VLS-2 applicable to the subject was \$11.41 per square foot.

LAND VALUATION (Continued)

VLS-3 was a vacant land parcel reportedly containing 79,000 square feet or 1.814 acres. No transaction adjustments were observed in the public record. The unadjusted sale price indication was \$18.04 per square foot. A minor negative adjustment for location was applied as the sale property is located proximally to high traffic commercial facilities adjacent and south of the sale property. The interior roadway on which the sale property is located also provides secondary access to these high traffic commercial facilities. Positive adjustments from the sale to the subject were applied for parcel size and shape, which are considered to be inferior when compared to the subject. The sale property's zoning and land use are significantly superior to the subject. Therefore, a negative adjustment for this characteristic was applied from the sale to the subject. Following adjustment, the indicated price for VLS-3 applicable to the subject was \$15.33 per square foot.

VLS-4 was a vacant land parcel reportedly containing 90,169 square feet or 2.07 acres. No transaction adjustments were observed in the public record. The unadjusted sale price indication was \$16.64 per square foot. A minor negative adjustment for location was applied as the sale property is located proximally to high traffic commercial facilities located adjacent and west of the sale property. The sale property is presently being adapted to use as a Holiday Inn Express hotel facility. Positive adjustment for parcel size, consistent with the other size adjustments was applied. The sale property is significantly superior to the subject in terms of zoning/land use and a negative adjustment from the sale to the subject was applied. Following adjustment, the indicated price for VLS-3 applicable to the subject was \$14.14 per square foot.

VLS-5 was a vacant land parcel reportedly containing 36,135 square feet or .83 acre. No transaction adjustments were observed in the public record. The unadjusted sale price indication was \$11.82 per square foot. A minor negative adjustment for location was applied as the sale property is located proximally to high traffic commercial facilities located adjacent north and west of the sale property. The sale property is presently being adapted to use as an automotive (car wash) facility. A minor negative adjustment for parcel size, consistent with the other size adjustments was applied. The sale property is inferior to the subject based on access and a positive adjustment was applied for this factor. The sale property is significantly superior to the subject in terms of zoning/land use and a negative adjustment from the sale to the subject was applied. Following transfer, an existing car wash facility was removed and the site was prepared for alternative development. This is an inferior site condition when comparing the sale property to the subject, considering the subject property is being appraised "as though vacant and available for adaptation to its highest and best use". As a result, a minor adjustment was applied for this site condition factor. Following adjustment, the indicated price for VLS-5 applicable to the subject was \$9.45 per square foot.

RECONCILIATION AND CONCLUSION OF MARKET VALUE

The unadjusted land sales range in price from \$10.60 to \$18.04 per square foot. This is a variance from low to high of approximately 70.2% +/- . Following adjustment, the land sales ranged in price from \$9.45 to \$15.33 per square foot or a variance of 62.2 +/- . Although the adjusted range remains significant, it does provide a more refined range on which to reconcile the indications of market value.

Adjusted measures of central tendency (median and mean) indications were \$11.66 and \$12.40, respectively. Following consideration of the vacant land sales when compared to the subject, individually and in aggregate, it is reasonable to conclude a market value range would fall between \$11.50 and \$12.50.

After considering the physical, functional and economic characteristics of the property, it is concluded the estimate of market value, consistent with the definition presented and the intended use of the appraisal would fall somewhere near the measures of central tendency (median and mean). These were indicated by sales comparison following adjustment, to be \$11.66 and \$12.40, respectively.

It is further concluded through discussion with market participants that comparable properties, when competitively priced tend to see movement and interest within a reasonably short period (4 to 6 months), with closings occurring following a varying due diligence period which ranges from 8 to 12 months.

From the analysis, it is concluded, the estimate of market value that would be representative of the subject would be \$12.00 per square foot. This estimate considers the subject property in a hypothetical condition as of the effective appraisal date, March 4, 2017, the property was "vacant and available for adaptation to its highest and best use." Therefore, the concluded indication of market value for the subject may be demonstrated as follows:

Indicated market value per square foot – "as vacant and available...."	\$ 12.00
Total square feet – subject developable area	54,285
Concluded indication of market value – "as vacant and available..." (Rd)	<u>\$ 650,000</u>

Seminole Water Tower Property P.A.ID # 28-30-15-75168-004-0210 Street Address: 11323 74th Avenue, Seminole (Unincorporated)						
Comparable No.	Subject	VLS-1	VLS-2	VLS-3	VLS-4	VLS-5
PA I.D. #	28-30-15-75168-004-0210	33-29-15-31752-001-0110	01-31-15-00000-130-2900;2100	01-31-15-00000-210-0510	03-31-15-17734-000-0020	08-30-15-70470-400-2800
Sale Date	N/A	Sep-16	Sep-16	Nov-16	Feb-16	Oct-16
O.R. Book/Page	N/A	19336 / 2694	19352 / 2461	19437 / 0375	19098 / 0193	19366 / 0275
Grantor	N/A	HCA Realty, Inc.	Merton J. Knight Trst.	GFS Market Realty Five, LLC	KE Bay Pines Properties, LLC	Superior Car Wash, Inc.
Grantee	N/A	Stephen M. Weinstock	Investment Research Hldg.	BDG 5000 Park, LLC	Seminole FL 1015, LLC	Main Street Car Wash, Inc.
Sale Price	N/A	\$350,000	\$250,000	\$1,425,000	\$1,500,000	\$427,000
Site Size - S.F.	54,285	33,015	16,437	79,000	90,169	36,135
Site Size - Acres	1.246	0.758	0.377	1.814	2.07	0.83
Sale Price/Square Foot	Estimate	\$10.60	\$15.21	\$18.04	\$16.64	\$11.82
Sale Price/Acre	Estimate	\$461,790	\$662,530	\$785,734	\$724,638	\$514,740
Zoning/Land Use	R-3/I-Institutional	CRD/MA	R-4 C-2 / CG	IL/IL	CG/ROR	C-2/ROR
Jurisdiction	Pinellas County	City of Largo	Pinellas County	City of Seminole	City of Pinellas Park	Pinellas County
Highest and Best Use	Comm./Inst.	Comm./Indust.	Commercial	Comm./Indust.	Industrial	Commercial
Transaction Adjustments:						
Relationship of the Parties	N/A	0.00%	0.00%	0.00%	0.00%	0.00%
Cash Equivalency	N/A	0.00%	0.00%	0.00%	0.00%	0.00%
Market Conditions	N/A	0.00%	0.00%	0.00%	0.00%	0.00%
Total Transaction Adjustment - %	N/A	0.00%	0.00%	0.00%	0.00%	0.00%
Transaction Adjusted Indication - Price/Square Foot	N/A	\$10.60	\$15.21	\$18.04	\$16.64	\$11.82
Transaction Adjusted Indication - Price/Acre	N/A	\$461,790	\$662,530	\$785,734	\$724,638	\$514,740
Physical & Functional Adjustments:						
Location	N/A	10.00%	0.00%	-5.00%	-5.00%	-5.00%
Parcel Size	N/A	-5.00%	-10.00%	5.00%	10.00%	-5.00%
Parcel Shape	N/A	0.00%	5.00%	5.00%	0.00%	0.00%
Access	N/A	5.00%	5.00%	0.00%	0.00%	5.00%
Zoning/Land Use	N/A	0.00%	-20.00%	-20.00%	-20.00%	-20.00%
Site Conditions	N/A	0.00%	-5.00%	0.00%	0.00%	5.00%
Total Physical & Functional Adjustment	N/A	10.00%	-25.00%	-15.00%	-15.00%	-20.00%
Adjusted Indication - Price/Square Foot	N/A	\$11.66	\$11.41	\$15.33	\$14.14	\$9.45
Adjusted Indication - Price/Acre	N/A	\$507,969	\$496,897	\$667,874	\$615,942	\$411,792
Analysis:						
Unadjusted Land Sale Statistics:		Low	High	Median	Mean	
Price/Square Foot	\$10.60	\$18.04	\$15.21	\$14.46		
Price/Acre	\$461,790	\$785,734	\$662,548	\$629,886		
Adjusted Land Sale Statistics:		Low	High	Median	Mean	
Price/Square Foot	\$9.45	\$15.33	\$11.66	\$12.40		
Price/Acre	\$411,792	\$667,874	\$507,969	\$540,095		
Reconciliation and Conclusion:		Price / Square Foot				
Concluded Value / Square Foot of Land Area	\$12.00					
Total Square Feet - Land Area	54,285					
Concluded Market Value - Rounded	\$650,000					

ADDENDUM

ASSUMPTIONS AND LIMITING CONDITIONS

ASSUMPTIONS AND LIMITING CONDITIONS

General Assumptions

1. The legal description used in this report is assumed to be correct
2. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.
3. No responsibility is assumed for matters of legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information and data furnished by others is assumed to be true, correct and reliable. When such information and data appear to be dubious and when it is critical to the appraisal, a reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
6. It is assumed there are no hidden or otherwise not apparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed there is full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that utilization of the land and improvements is within the boundaries or property lines of the property described and that no encroachment or trespass, unless noted within the report is present.

General Limiting Conditions

1. The appraiser or other consultants will not give testimony or appear in court because of having made this report, with reference to the property in question, unless arrangements have been made previously.
2. Possession of the report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with properly written qualifications and only in its entirety.
3. The distribution of the total valuation in this report between land and improvements, if any applies, is made only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
4. Environmental conditions of the property were considered based on available information. If it is found that significant differences between the information considered for this report and actual conditions exist, the appraiser reserves the right to alter, amend, revise or rescind any of the value opinions based upon any subsequent environmental studies, research or investigation.
5. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser. The appraiser, firm or professional organization(s) of which the appraiser is a member are not to be identified without written consent of the appraiser.
6. The appraiser's name, firm and this report are not authorized to be used in connection with any financing plan which would be classified as a public offering under state or Federal securities laws.
7. The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission. This report is also subject to peer review by duly authorized committees of the Appraisal Institute in accordance with the Standards of Professional Practice and Code of Professional Ethics of the Appraisal Institute.
8. Acceptance of and/or use of this report constitutes acceptance of the foregoing General Assumptions and Limiting Conditions.

See - Extraordinary Assumptions and Hypothetical Conditions on following page:

Extraordinary Assumptions:

- 1) No site survey was available for review and none was requested of the appraiser as part of the scope of work. It is assumed for purposes of this report; the public documents available that describe this property are accurate and reliable.
- 2) No title report was made available or requested of the appraiser within the scope of work. Although a reasonable effort has been made to identify restrictions and easements, it is specifically assumed that no easements or restrictions are present that would materially alter the conclusion(s) rendered herein; and that title to the property is vested as described in the Pinellas County Property Appraiser records.
- 3) No environmental report was available for review and none was requested of the appraiser for this assignment. It is specifically assumed for purposes of this report that the property is free of environmental contamination of any type and is available for immediate use by market participants.
- 4) No drainage engineering report was provided for this appraisal. It is assumed that site drainage and retention would be available to the site and that the site, if vacant, could be adapted to include adequate drainage to facilitate alternative development.

Hypothetical Conditions:

- 1) The property is reportedly being considered for transfer between two governmental bodies, Pinellas County (current property owner) and the City of Seminole, Florida. Following discussions with the client and after consideration of the improvements located on the property (none are contributory to market value); and considering the various improvements that were installed by the various jurisdictions (the City of Seminole has reportedly installed some site improvements and is looking to acquire the property for continuation of its use as a city park; additionally, the water tower improvement located on the property has become a city landmark). As a result, the only estimate of "market value" or value in exchange that would be credible, without a complete cost estimate for the demolition and removal of the improvements, a salvage value estimate for salvageable material resulting from demolition, and an impact fee credit estimate that would be available to the property after demolition and applicable to alternative development, would be the "land as though vacant and available for adaptation to its highest and best use". Considering the time frame applicable to the engagement (14 days) and the reported proposed intent is to keep the existing improvements in place; it was determined appraisal of the "land as though vacant and available for adaptation to its highest and best use" would be most applicable in solving the appraisal problem and producing credible results. All readers should recognize the building and site improvements located on the property as of the effective appraisal date are not considered in the appraisal process applied in this engagement. The property is being appraised under the hypothetical condition that as of the effective appraisal date, the land is considered as though "vacant and available for adaptation to its highest and best use". Any questions regarding this hypothetical condition should be directed to the appraiser.

SUBJECT PROPERTY INFORMATION

[Interactive Map of this parcel](#)[Sales Query](#)[Back to Query Results](#)[New Search](#)[Tax Collector Home Page](#)[Contact Us](#)

WM

28-30-15-75168-004-0210[Compact Property Record Card](#)[Portability Calculator](#)**Updated March 4, 2017**[Email](#) [Print](#)[Radius Search](#)[FEMA/WLM](#)

Ownership/Mailing Address Change Mailing Address	Site Address
PINELLAS COUNTY ATTN: REAL ESTATE MANAGEMENT/REAL PROPERTY DIVISIO 509 EAST AVE CLEARWATER FL 33756-5338	11323 74TH AVE (Unincorporated)



Property Use: 9164 (Water & Sewer Plants)

Living Units: 0

[\[click here to hide\] Legal Description](#)

RIDGEWOOD GROVES UNIT 3 BLK 4, LOTS 21 THRU 27 INCL CO WATER TANK

File for Homestead Exemption			2017 Parcel Use
Exemption	2016	2017	
Homestead:	No	No	Homestead Use Percentage: 0.00%
Government:	Yes	Yes	Non-Homestead Use Percentage: 100.00%
Institutional:	No	No	Classified Agricultural: No
Historic:	No	No	

Parcel Information Latest Notice of Proposed Property Taxes (TRIM Notice)				
Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Plat Book/Page
00000/0000		121030251091	NON EVAC	49/32

2016 Interim Value Information					
Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2016	\$424,711	\$424,711	\$0	\$0	\$0

[\[click here to show\] Value History as Certified \(yellow indicates correction on file\)](#)

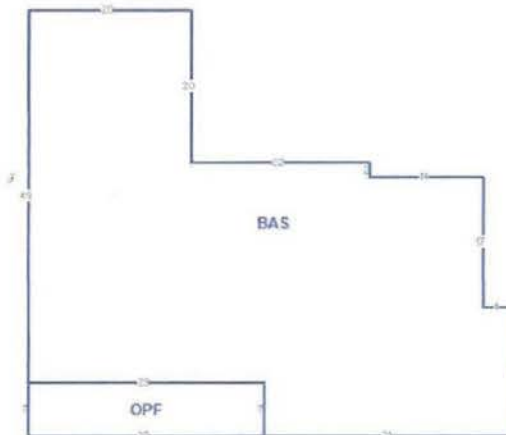
2016 Tax Information		Ranked Sales <small>(What are Ranked Sales?)</small> See all transactions				
Click Here for 2016 Tax Bill	Tax District: STF	Sale Date	Book/Page	Price	Q/U	V/I
2016 Final Millage Rate	20.1101	No recent sales on record				
2016 Est Taxes w/o Cap or Exemptions	\$8,540.98					
A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. Click here for more information.						

2016 Land Information					
Seawall: No	Frontage: None	View:			
Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value Method
Utilities (91)	0x0	6.00	54285.0000	1.0000	\$325,710 SF

[\[click here to hide\] 2017 Building 1 Structural Elements](#) [Back to Top](#)

Site Address: 11323 74TH AVE

Quality: Average
 Square Footage: 2456.00
 Foundation: Spread/Mono Footing
 Floor System: Slab On Grade
 Exterior Wall: Concrete Blk/Brick
 Roof Frame: Reinforced Concrete
 Roof Cover: Cement Tile
 Stories: 1
 Living units: 0
 Floor Finish: Asphalt Tile
 Interior Finish: None
 Fixtures: 2
 Year Built: 1959
 Effective Age: 19
 Cooling: None

[Compact Property Record Card](#)[Open plot in New Window](#)**Building 1 Sub Area Information**

Description	Building Finished Ft²	Gross Area Ft²	Factor	Effective Ft²
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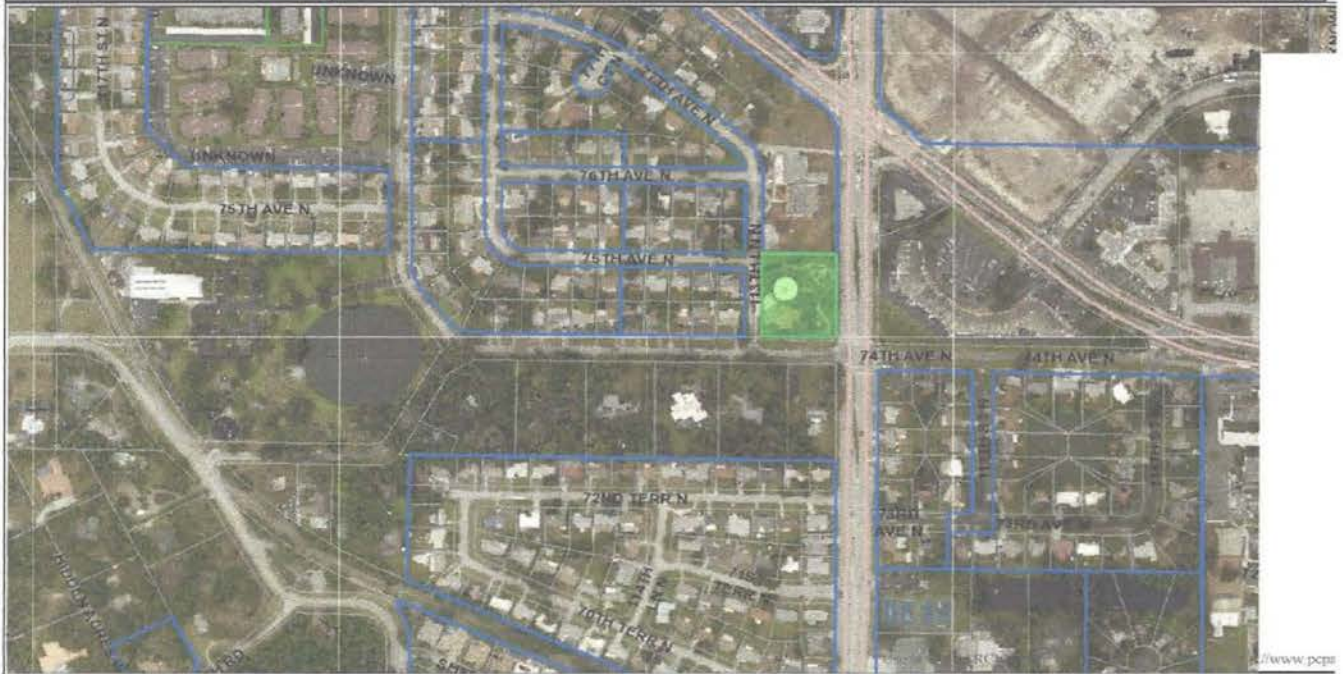
Open Porch	0	203	0.30	61
Base	2,253	2,253	1.00	2,253
Total Building finished SF: 2,253		Total Gross SF: 2,456		Total Effective SF: 2,314

[click here to hide] 2017 Extra Features					
Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
ASPHALT	\$1.75	6,360.00	\$11,130.00	\$11,130.00	2008
FENCE	\$12.00	200.00	\$2,400.00	\$1,848.00	2008
TANK	\$5.00	1.00	\$5.00	\$5.00	2014

[click here to hide] Permit Data					
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Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
0705152	FENCE	31 Jan 2008	\$0
0611535	COMMERCIAL ADD	31 Jan 2008	\$566,000



[Interactive Map of this parcel](#) [Map Legend](#)

[Sales Query](#)

[Back to Query Results](#)

[New Search](#)

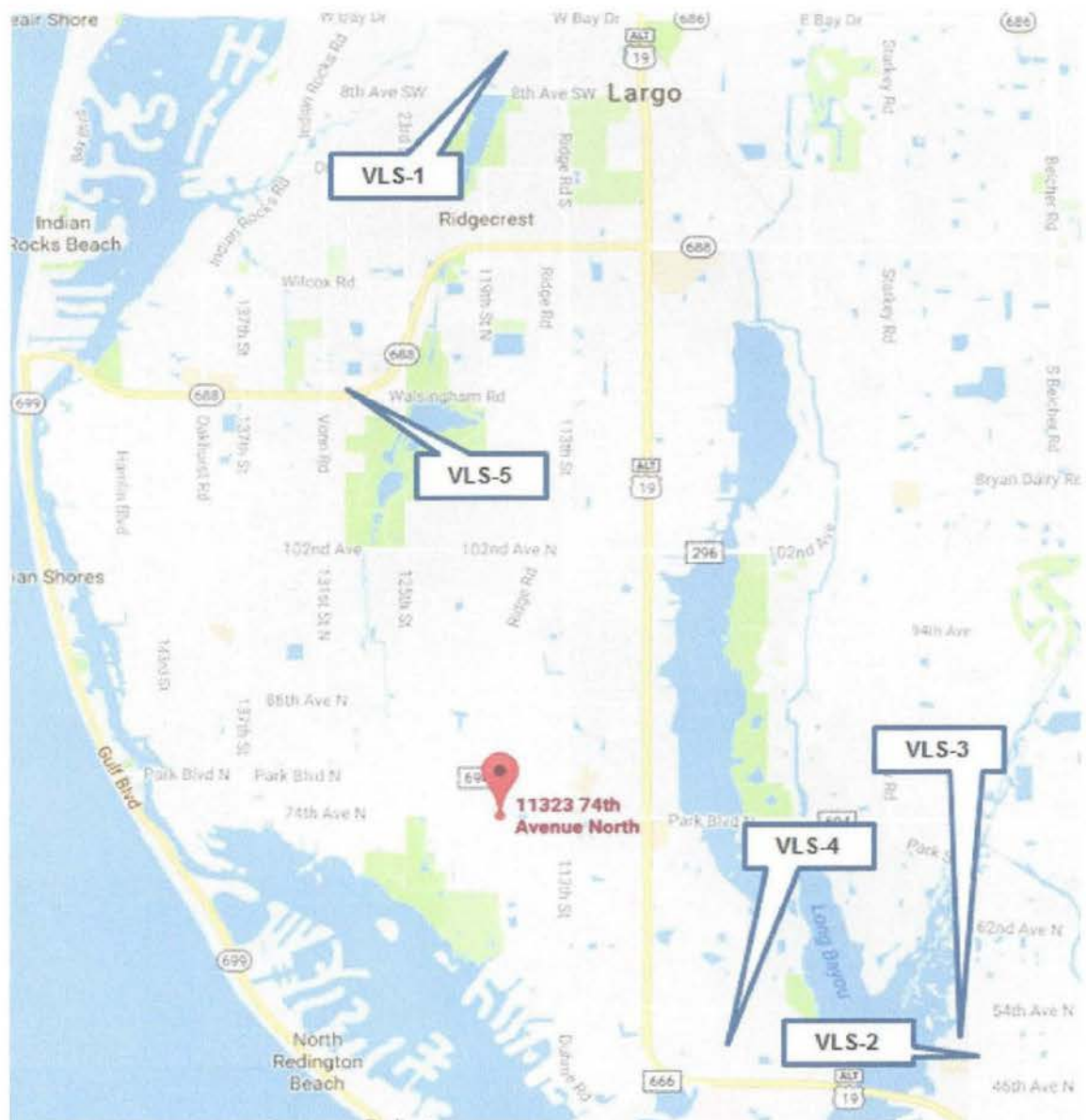
[Tax Collector Home Page](#)

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Zoning Summary							
Revised 12/17/2015							
This summary is provided as a convenient reference of the Zoning Code (Chapter 138). It does not contain the complete requirements of the Code and should only be used for "quick reference" only.							
ZONING DISTRICTS	PERMITTED	MINIMUM LOT SIZE		MINIMUM YARD SETBACKS			MAXIMUM BUILD HEIGHT
		Area	Width x Depth	Front	Side	Rear	
A-E, Agricultural Estate Residential District (2 acre minimum)	Single family dwellings, general agricultural and livestock for Owner's use only. General agriculture if specially approved by the BCC.	2 Acres	90' x 100'	50'	25'	25'	45'
E-1, Estate Residential District (3/4 acre minimum)	Single family dwellings, home occupations, accessory dwelling units, greenhouse, general agriculture and livestock for owner's use only.	32,670 sq. ft.	125' x 125'	25'	15'	20'	45'
R-R, Rural Residential District (16,000 sq. ft. minimum)	Single family dwellings, home occupations, accessory dwelling units, gardening and livestock for owner's use only.	16,000 sq. ft.	90' x 100'	25'	10'	15'	45'
R-1, Single Family Residential District (9,500 sq. ft. minimum)	Single family dwellings, home occupations, accessory dwelling units	9,500 sq. ft.	80' x 90'	25'	8'	10'	45'
R-2, Single Family Residential District (7,500 sq. ft. minimum)	Single family dwellings, accessory dwellings units, home occupations	7,500 sq. ft.	70' x 80'	20'	7'	10'	45'
R-3, Single Family Residential District (6,000 sq. ft. minimum)	Single family dwellings, accessory dwellings units, home occupations	6,000 sq. ft.	60' x 80'	20'	6'	10'	45'
R-4, One, Two & Three Family Residential District	Single family, duplex, triplex dwellings, home occupations, accessory dwelling units (single family)	7,500 sq. ft.	75 x 80'	25'	7.5'	10'	45'

COMPARABLE VACANT LAND SALES

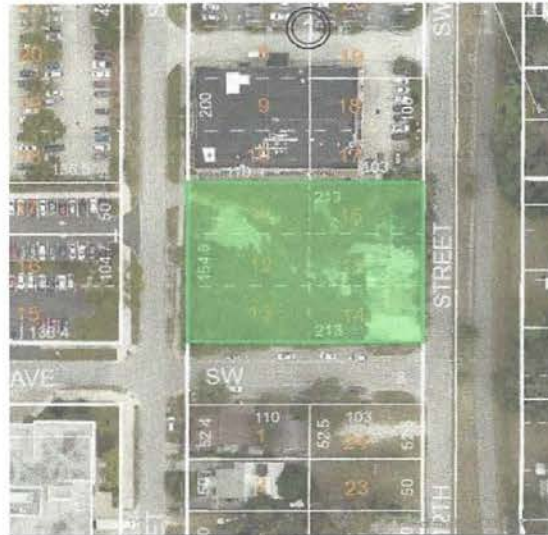
COMPARABLE LAND SALES LOCATION MAP





OMNI Realty Group, LLC 235 Orange Street Palm Harbor, FL 34683

Gregory G. Johnson, MAI, SR/WA State-certified General Real Estate Appraiser No. RZ778
 E-Mail: REALADVISOR@msn.com PHONE: 727-919-1611



Vacant Land Sale 1
 Aerial View from Pinellas County Property Appraiser

Property Location	Approximately 500 ft. South of West Bay Drive between 12 th and 13 th St. SW.
Sale Date	September 2016
Sale Price	\$350,000
Recording - O.R. Book/Page	19336 / 2694
Parcel I.D.	33-29-15-31752-001-0110
Grantor	HCA Realty, Inc.
Grantee	Stephen M. Weinstock
Site Size – Acre(s)	.758
Site Size – Sq. Ft.	33,015
Price/Acre	\$ 251,595
Price/Sq. Ft. of Gross Land Area	\$10.60
Rights Conveyed	Fee Simple
Relationship of Parties	Arm's Length
Land Use	Community Redevelopment District (CRD) Medical Arts Overlay (MA)
Jurisdiction	City of Largo
Finished Product Type	Vacant
Confirmation	Public record; confirmation continuing
Notes:	Water is supplied and available from Pinellas County; sewer utilities were supplied and available from the city of Largo; electrical utilities were supplied and available from Duke Energy.



OMNI Realty Group, LLC 235 Orange Street Palm Harbor, FL 34683

Gregory G. Johnson, MAI, SR/WA State-certified General Real Estate Appraiser No. RZ778
E-Mail: REALADVISOR@msn.com PHONE: 727-919-1611



Vacant Land Sale 2
Aerial View from Pinellas County Property Appraiser

Property Location	4751 Park Street North
Sale Date	September 2016
Sale Price	\$250,000
Recording - O.R. Book/Page	19352 / 2461
Parcel I.D.	01-31-15-00000-130-2900; 01-31-15-00000-130-2100
Grantor	Merton J. Knight
Grantee	Investment Research Holding, Inc.
Site Size - Acres	0.377
Site Size - Sq. Ft.	16,437
Price/Acre	\$662,530
Price/Sq. Ft. of Gross Land Area	\$15.21
Rights Conveyed	Fee Simple
Relationship of Parties	Arm's Length
Zoning	R-4 C-2
Land Use	CG - Commercial General
Jurisdiction	Pinellas County
Finished Product Type	Vacant
Confirmation	Public record; confirmation continuing
Notes:	Water and sewer utilities were available from Pinellas County; electrical and telephone utilities were available from Duke Energy and Verizon.



OMNI Realty Group, LLC 235 Orange Street Palm Harbor, FL 34683

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Vacant Land Sale 3
Aerial View from Pinellas County Property Appraiser

Property Location	5000 Park Street N. West side of Park Street north of Sheen Drive
Sale Date	November, 2016
Sale Price	\$1,425,000
Recording - O.R. Book/Page	19437 / 0375
Parcel I.D.	01-31-15-00000-210-0510
Grantor	GFS Market Realty Five, LLC
Grantee	BDG 5000 Park, LLC
Site Size - Acres	1.814
Site Size - Sq. Ft.	79,000
Price/Acre	\$785,734
Price/Sq. Ft. of Gross Land Area	\$18.04
Rights Conveyed	Fee Simple
Relationship of Parties	Arm's Length
Zoning	IL (Industrial Limited)
Land Use	IL (Industrial Limited)
Jurisdiction	City of Seminole
Finished Product Type	Vacant
Confirmation	Public record; confirmation continuing
Notes:	This property sold previously in December 2013 for \$1,375,000 or \$17.41/s.f. Water and sewer utilities were available from Pinellas County; electrical utilities were available from Duke Energy.



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Vacant Land Sale 4
Aerial View from Pinellas County Property Appraiser

Property Location	West side of 100 th Way North, approximately 500 feet North of Bay Pines Boulevard
Sale Date	February 2016
Sale Price	\$1,500,000
Recording - O.R. Book/Page	19098 / 0193
Parcel I.D.	03-31-15-17734-000-0020
Grantor	KE Bay Pines Properties, LLC
Grantee	Seminole, FL 1015, LLC
Site Size - Acres	2.070
Site Size - Sq. Ft.	90,169
Price/Acre	\$724,638
Price/Sq. Ft. of Gross Land Area	\$16.64
Rights Conveyed	Fee Simple
Relationship of Parties	Arm's Length
Zoning	CG (Commercial General)
Land Use	R/O/R (Residential/Office/Retail)
Jurisdiction	City of Seminole
Finished Product Type	Vacant at sale; Holiday Inn Express Hotel Site
Confirmation	Public record; confirmation continuing
Notes:	Water and sewer utilities were available from Pinellas County and City of Seminole; electrical utilities were available from Duke Energy. The site is reportedly being developed as a hotel site, with proximity to Bay Pines VA Medical Center



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Vacant Land Sale 5
Aerial View from Pinellas County Property Appraiser

Property Location	North side of Ulmerton Road, approximately 200 feet west of the Ulmerton Road/Walsingham Blvd. intersection
Sale Date	October 2016
Sale Price	\$427,000
Recording - O.R. Book/Page	19366 / 0275
Parcel I.D.	08-30-15-70470-400-2800
Grantor	Superior Car Wash, Inc.
Grantee	Main Street Car Wash, Inc.
Site Size – Acre(s)	0.83
Site Size – Sq. Ft.	36,135
Price/Acre	\$514,768
Price/Sq. Ft. of Gross Land Area	\$11.82
Rights Conveyed	Fee Simple
Relationship of Parties	Arm's Length
Zoning	M-1 (Light Industrial)
Land Use	IL (Industrial Limited)
Jurisdiction	City of Largo
Finished Product Type	Reportedly building a new car wash
Confirmation	Public record; confirmation continuing
Notes:	According to the public record, the existing improvements were demolished subsequent to the closing in October 2016. Water and sewer utilities were available from the city of Pinellas Park; electrical utilities were available from Duke Energy.

QUALIFICATIONS OF THE APPRAISER

OMNI Realty Group, LLC 235 Orange Street, Palm Harbor, FL 34683



Gregory G. Johnson, MAI, SR/WA

E-Mail: realadvisor@msn.com

State-certified General Real Estate Appraiser No. RZ778

PHONE: 727-781-1213

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**QUALIFICATIONS OF
GREGORY G. JOHNSON, MAI, SR/WA**

EDUCATION:

ACADEMIC

Bachelor of Science, Business Administration (BSBA), Huntsman School of Business
Utah State University, Logan, Utah 1983
Major Emphases - Real Estate and Finance
Minor Emphases - Economics, Accounting and History

PROFESSIONAL

Appraisal Institute

Advanced appraisal classroom education based in principles, procedures, capitalization theory and techniques, case studies, report writing, and standards of professional practice. Applied education based on demonstration report writing, comprehensive examination, peer review, continuing education and 40 years of appraisal, consulting and counseling experience. MAI Certificate No. 7757

International Right-of-Way Association

Education based on classroom training in law, negotiation, appraisal, engineering, interpersonal and public communications, eminent domain practice, and litigation procedures. Applied experience includes extensive field practice conducted in 37 states. Certified instructor for all valuation, negotiation and expert testimony courses offered by the International Right-of-Way Association. SR/WA Registration No. 3528

PROFESSIONAL AFFILIATIONS AND LICENSES

Appraisal Institute (AI) Designated Member (MAI), Certificate No. 7757, Currently Certified
International Right-of-Way Association (IR/WA) Designated Senior Member (SR/WA) Registration Number 3518, Currently Certified
Licensed Real Estate Broker – Florida BK 0271170
Florida State-certified General Real Estate Appraiser No. RZ 778 (Certified to 11/30/2018)
Designated Appraiser Coalition (Founding Member and DAC-FICAP Services Administrator)

PROFESSIONAL COMMITTEE ASSIGNMENTS

Appraisal Institute:

National General Demonstration Appraisal Report Grading Committee
Regional Ethics Panel Member
Various Chapter Committees, including Candidate Guidance and Admissions
National Education Development Committee - AI Course 810, Computer-Enhanced Cash Flow Modeling (2003)

International Right-of-Way Association:

Member since 1976, Board Member 1989-2001, President - Florida Chapter 26, 1999
Certified Instructor for all valuation, negotiation and expert testimony courses

BUSINESS EXPERIENCE:

January 1991 to Present

Principal - OMNI Realty Group, LLC. a Florida limited liability company

Gregory G. Johnson, MAI, SR/WA has served in all segments of the real estate profession, ranging from project management valuation, negotiation and acquisition of hydrocarbon pipeline, electric power, telecommunication, highway, and other infrastructure systems located throughout the U.S. Career competencies gained over 40 years of service include right of way, eminent domain, brokerage, mortgage funding, risk analytics, title, land use planning, and due diligence for acquisition and distribution of varied interests in real estate and personal assets, including complex going concern solutions. Complete service profile including, real estate development, syndication, tax appeal, and other ancillary real estate consulting and appraisal services in 37 U.S. states, Canada, Mexico, and Brazil. In 1991, Mr. Johnson formed OMNI Realty Group, P.A. (now LLC), a full service real estate consulting firm which has provided services to clients throughout the southeastern U.S. He is a recognized expert in the evaluation and valuation of all types of commercial and industrial properties, including partial interests (easements, mineral interests, rights-of-way, aviation, etc.) He is also a recognized residential and commercial development evaluation and valuation expert. He has served as an expert witness in numerous hearings and trials throughout the U.S. Mr. Johnson is a Florida State-certified General Real Estate Appraiser No. RZ778 and is a Florida Licensed Real Estate broker. He has authored several real estate articles and presentations. He is a certified facilitator (instructor) for the International Right-of-Way Association (IR/WA) and has served on several educational development committees for both the IR/WA and Appraisal Institute (AI) and is a designated member of both of these professional organizations. He is the principal developer of the Omni Enterprise Software (OES)® a true middleware which creates a significant value added proposition in real estate ownership and risk management. These powerful electronic tools create value added enterprise level data and communication exchange profiles between real estate professionals that reduce risk and comprehensively enhance real estate value.

Practice Competencies Include:

- Ad Valorem Taxation (Real Estate Tax Analysis and Appeal)
- Appraisal - Valuation, Evaluation and Appraisal Review (Fee Simple and Partial Interests)
- Asset Management, Valuation for Financial Reporting (VFR)
- Data Gathering, Compilation and Statistical Analyses
- Development (Site Identification, Valuation, Negotiation, Acquisition, Permitting)
- Due Diligence (Valuation, Negotiation, and Acquisition)
- Eminent Domain (Project Management, Consulting, Routing Studies, Damage Studies, Appraisal)
- Environmental Valuation (Conservation, Wetland/Submerged Land Valuation & Consulting)
- Expert Testimony (State and Federal Courts)
- Feasibility (Highest and Best Use, Absorption, General and Specific (Macro/Micro) Market Studies)
- Finance (Mortgage/Equity, Public/Private Offerings, Syndication)
- Public Presentation, Real Estate Education and Training
- Value Engineering (Physical, Functional, Economic, and Econometric Modeling)
- Zoning and Land Use Management Consulting
- Property Types:
Vacant residential and commercial land, together with all types of residential, commercial and industrial improvements. Complex, multi-use competencies for all property types, going-concern valuation (operating properties), environmental, mineral, and partial interests, rights-of-way and site acquisition for highway, energy, pipeline, aviation, telecommunication, and maritime interests.
- Digital Competencies:
Operating Systems – Microsoft 10, 7, XP and older versions; Linux
Programming Languages - HTML, XML, Visual Basic, Java, Perl, PHP; MySQL; PostgreSQL
Productivity Software - Microsoft 7® and XP Professional OS and Office®, including Excel, Word, PowerPoint, Publisher, and Visio. Macromedia® Breeze®; Web-Ex® and Citrix® communications software. Analytical software including Argus®, Dyna® and RealDCF®; GIS mapping, CAD, Discover Estimating®, Marshall & Swift® estimating, Dodge Estimating™ and various dimensional modeling software packages. Complete Web Competency
- Public Service Experience:
Vice-Chair Board of Zoning Appeals City of Safety Harbor, Florida
University of Florida (Growth Management Act of 1985) Concurrence's Effect on Highest and Best Use and Real Estate Value
Panel Member and Contributor
Property Appraiser's Advisory Services
Special Master - Pinellas County Value Adjustment Board
Special Master - Hillsborough County Value Adjustment Board

REFERENCES - Furnished upon request from qualified parties