

**The insight you need. The independence you trust.**

**Ocean Palm Golf Club**

3600 South Central Avenue  
Flagler Beach, Florida 32136-4162

BBG File #0125001213

**Prepared For**

Mr. Dale L. Martin  
City of Flagler Beach  
105 South 2nd Street  
Flagler Beach, FL 32136-3672

**Report Date**

April 22, 2025

**Prepared By**

BBG, Inc., Ponte Vedra Beach Office  
13000 Sawgrass Village Circle, Building 2, Suite 8  
Ponte Vedra Beach, FL 32082  
813-327-4100

Client Manager: Eric Hoening, MAI  
ehoening@bbgres.com

**BBG Website**

[bbgres.com](http://bbgres.com)

April 22, 2025

Mr. Dale L. Martin  
City of Flagler Beach  
105 South 2nd Street  
Flagler Beach, FL 32136-3672

Re: Appraisal of Real Property  
**Ocean Palm Golf Club**  
3600 South Central Avenue  
Flagler Beach, Florida 32136-4162  
**BBG File #0125001213**

In accordance with your authorization (per the engagement letter found in the *Addenda* of this report), an Appraisal Report of the above-referenced property has been prepared.

The subject is a nine-hole golf course located on the west side of South Central Avenue in Flagler Beach, Florida. The property is owned by the City of Flagler Beach and is leased to an operator who runs the golf course. The site area is 36.88± acres zoned REC, Recreation and MDR, Medium Density Residential. The city and lessee are in discussions of a potential sale of the property to the lessee, which would include a deed restriction limiting the property to use as a golf course in perpetuity.

This Appraisal Report was prepared to conform with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). This report has been written in accordance with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute. This report is intended to be used by the intended user(s) named herein; no other party may rely upon the opinions presented in this report.

**EXTRAORDINARY ASSUMPTION(S) AND HYPOTHETICAL CONDITION(S)**

The values presented within this appraisal report are subject to the extraordinary assumptions and hypothetical conditions listed below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice Standards, it is stated here that the use of any extraordinary assumptions and/or hypothetical conditions might have affected the

**Extraordinary Assumption(s)** This appraisal employs no extraordinary assumptions.

**Hypothetical Condition(s)** This appraisal employs no hypothetical conditions.

Based on the analysis undertaken, the following value opinion(s) have been developed.

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As Is	Fee Simple	February 7, 2025	\$800,000

This letter must remain attached to the report, which should be transmitted in its entirety, in order for the value opinion(s) set forth above to be relied upon by the intended user(s).

April 22, 2025

Page 2

BBG, Inc. appreciates the opportunity to have performed this appraisal assignment on your behalf. If we may be of further service, please contact the Client Manager.

Sincerely,

A blue ink signature of Eric Hoening, consisting of stylized cursive letters.

Eric Hoening, MAI  
State-Certified General Real Estate Appraiser  
RZ2406  
813-327-4101  
ehoening@bbgres.com

A blue ink signature of Drake DeRango, consisting of stylized cursive letters.

Drake DeRango  
State-Certified General Real Estate Appraiser  
RZ4058  
407-590-2212  
dderango@bbgres.com

# TABLE OF CONTENTS

Summary of Salient Facts..... 4

Property Transaction History ..... 5

Scope of Work ..... 6

Regional Overview..... 8

Property Description..... 10

Property Assessment and Tax Analysis ..... 13

Highest and Best Use ..... 14

Valuation Process ..... 16

Sales Comparison Approach - Land Valuation ..... 17

Reconciliation ..... 22

Certification ..... 23

Standard Assumptions and Limiting Conditions ..... 24

Addenda ..... 28



## SUBJECT PHOTOGRAPHS





## SUBJECT PHOTOGRAPHS





## AERIAL PHOTOGRAPH



# SUMMARY OF SALIENT FACTS

## APPRAISAL INFORMATION

<b>Client</b>	City of Flagler Beach 105 South 2nd Street Flagler Beach, FL 32136-3672
<b>Intended User(s)</b>	City of Flagler Beach
<b>Intended Use</b>	Internal decision making purposes
<b>Property Rights Appraised</b>	As Is Market Value - Fee Simple
<b>Date of Inspection</b>	February 7, 2025
<b>Marketing Time (Months)</b>	12
<b>Exposure Time (Months)</b>	12
<b>Most Probable Purchaser</b>	Owner-User
<b>Highest and Best Use</b>	
<b>If Vacant</b>	Residential development

## PROPERTY DATA

<b>Property Name</b>	Ocean Palm Golf Club
<b>Address</b>	3600 South Central Avenue Flagler Beach, Florida 32136-4162
<b>Location</b>	West side of South Central Avenue at terminus of Clubhouse Drive
<b>Property Description</b>	9 Hole Golf Course
<b>County</b>	Flagler County
<b>Parcel Number</b>	29-12-32-0000-01010-0000 29-12-32-0000-01010-0010
<b>Census Tract No.</b>	0603.02
<b>Site Area</b>	1,606,494 square feet (36.88 acres)
<b>Zoning</b>	MDR, REC; Medium Density Residential, Recreation
<b>Flood Zone/Map Number/Date</b>	Zone AE 12035C0261E June 6, 2018

## MARKET VALUE CONCLUSION

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As Is	Fee Simple	February 7, 2025	\$800,000

## PROPERTY TRANSACTION HISTORY

To the best of our knowledge, the property is not currently under contract or listed for sale. There have been no other known transactions of the subject property within the three years prior to the effective date of this appraisal. Parcel ID 29-12-32-0000-01010-0010 was acquired in 2022 as summarized in the following table.

PROPERTY TRANSACTION HISTORY	
Recent Transaction - Parcel ID 29-12-32-0000-01010-0010	
Sale Date	March 8, 2022
Deed Book/Page	2667/1231
Sale Price	\$0
Grantor	John C. Ledbetter
Grantee	City of Flagler Beach

# SCOPE OF WORK

The scope of work best defines the needs of the client(s) and intended user(s) of the report and dictates what factors an appraiser considered during the valuation process. The scope of work summarized below has been deemed acceptable as it meets or exceeds both the expectations of parties who are regularly intended users for similar assignments and what an appraiser’s peers’ actions would be in performing the same or a similar assignment. As such, the scope of work summarized below is deemed appropriate for this assignment based on its parameters and will produce credible assignment results. Additional scope details are included in appropriate sections of this report.

SCOPE OF THE INVESTIGATION									
General and Market Data Analyzed	<ul style="list-style-type: none"><li>Regional economic data and trends</li><li>Floodplain status</li><li>Zoning information</li><li>Assessor’s information</li><li>Interviewed professionals knowledgeable about the subject’s property type and market</li></ul>								
Inspection Details	Drake DeRango and Eric Hoening, MAI performed a property inspection on February 6, 2025.								
Data Sources	<table><tr><th colspan="2">DATA SOURCES</th></tr><tr><td>Site Size</td><td>Assessor's Records</td></tr><tr><td>Building Size</td><td>Assessor's Records</td></tr><tr><td>Zoning Information</td><td>Planning Dept</td></tr></table>	DATA SOURCES		Site Size	Assessor's Records	Building Size	Assessor's Records	Zoning Information	Planning Dept
DATA SOURCES									
Site Size	Assessor's Records								
Building Size	Assessor's Records								
Zoning Information	Planning Dept								
VALUATION METHODOLOGY									
Most Probable Buyer	To apply the most relevant valuation methods and data, the appraiser must first determine the most probable buyer of the subject property. Based on the analyses presented, the most probable buyer of the subject property would be an Owner-User								
Valuation Methods Utilized	This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Since no improvements exist on site, the Cost Approach is not relevant. The property generates no income and is not typically marketed, purchased or sold on the basis of anticipated lease income; thus, the Income Capitalization Approach was precluded.								

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**DEFINITIONS**

Pertinent definitions, including the definition of market value, are included in the glossary, located in the *Addenda* of this report. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States:

**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 title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
  - Both parties are well informed or well advised, and acting in what they consider their own best interests;
  - A reasonable time is allowed for exposure in the open market;
  - Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
  - 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. <sup>[1]</sup>
- 

**LEVEL OF REPORTING DETAIL**

Standards Rule 2-2 (Real Property Appraisal, Reporting) contained in USPAP requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report.

This report is prepared as an **Appraisal Report**. An Appraisal Report must at a minimum summarize the appraiser's analysis and the rationale for the conclusions.

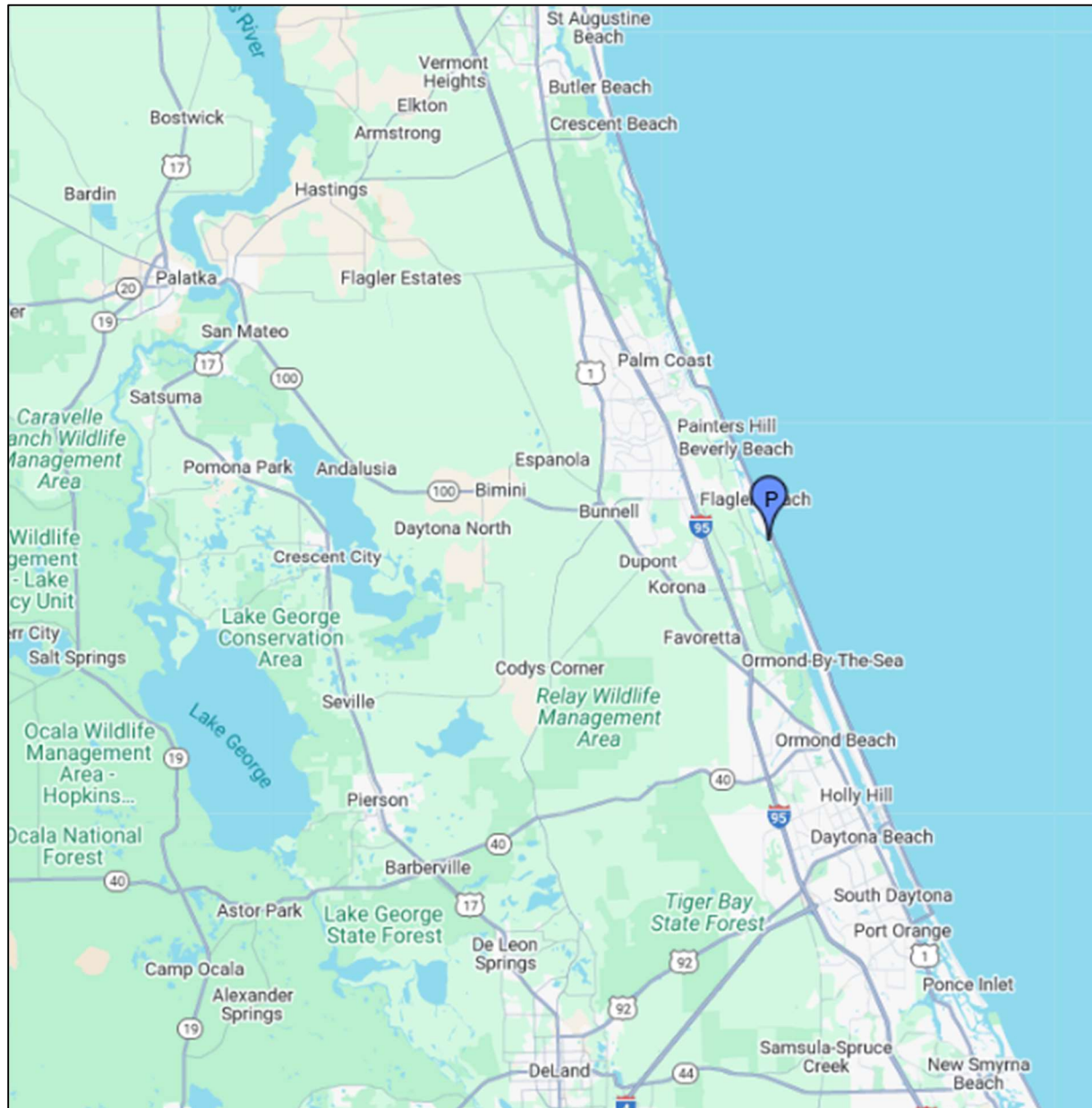
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<sup>[1]</sup> (Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472)

## REGIONAL OVERVIEW

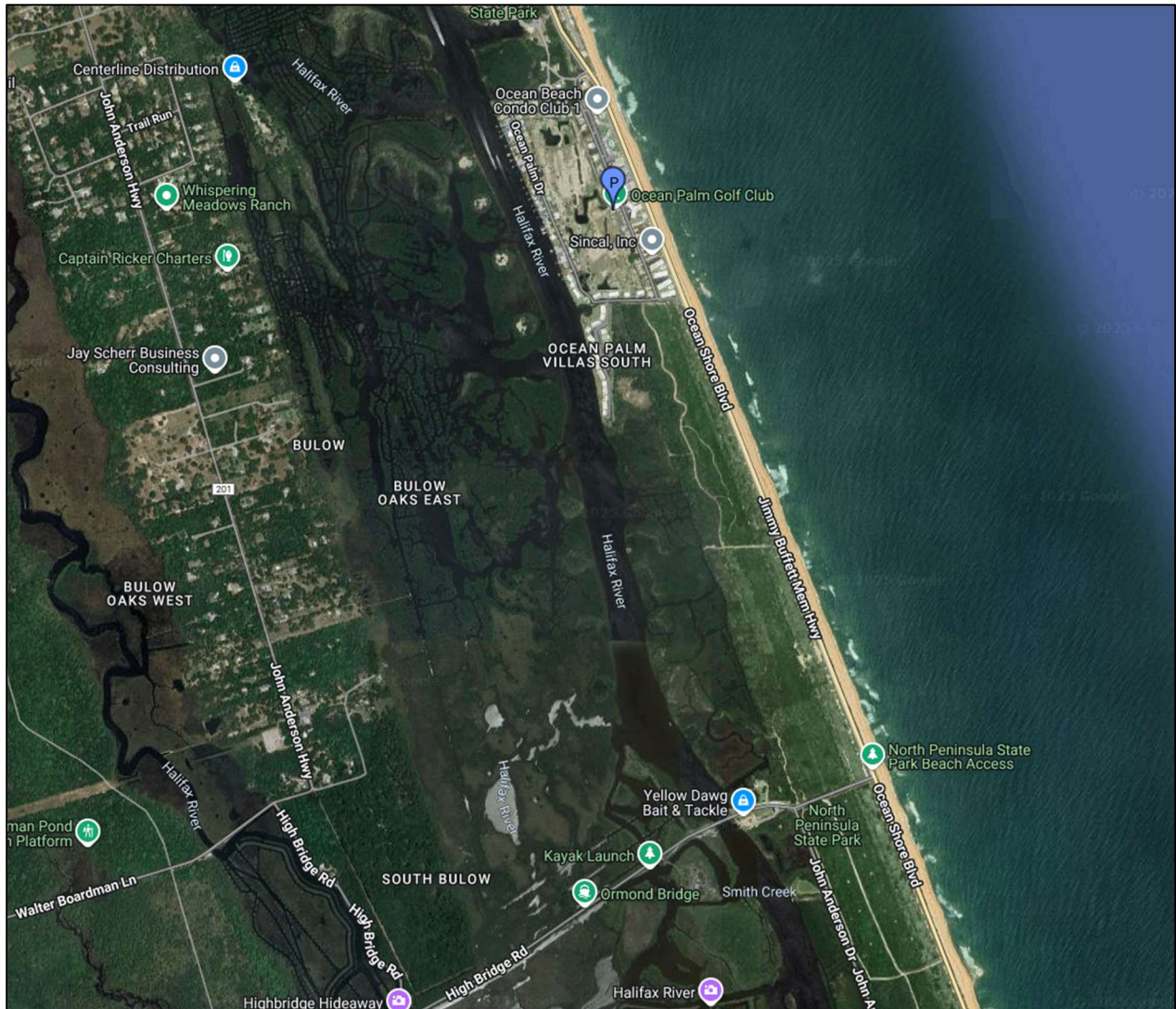
The subject is located in the southern portion of Flagler Beach, Florida. Flagler Beach, Florida, is a coastal city in Flagler County with an estimated population of 5,541 as of July 1, 2023. The city is part of the Deltona-Daytona Beach-Ormond Beach metropolitan area and is known for its scenic beaches. Tourism plays a significant role in the local economy; in 2021, Flagler County attracted approximately 963,500 visitors, generating over \$824 million in economic impact and supporting nearly 4,400 direct tourism-related jobs. The area's attractions, including the Flagler Beach Pier and natural parks, contribute to its status as a popular destination for both residents and visitors.

### REGIONAL MAP





## SURROUNDING AREA MAP



# PROPERTY DESCRIPTION

As discussed, the property is improved with a nine-hole golf course. The course was originally constructed in the early 1960s before falling into disrepair and eventually being vacated in the mid-2000s. The course was purchased by the City of Flagler Beach in 2013. Since this time, multiple operators have taken over the course with minimal upgrades made to the golf grounds or stormwater retention areas. The current operator took over the course in early 2024 and is currently in discussions with the city to purchase the course. Any potential sale would include a deed restriction limiting the property to golf course use.

The building improvements are comprised of a 1,560 SF clubhouse building and a 2,196 SF cart barn. These buildings are in poor condition and nearing the end of their useful lives. The course and associated buildings are currently in poor condition with significant deferred maintenance. The property is still in operation as a golf course; however, the greens and fairways are in very poor condition and require significant repairs.

GENERAL SITE DESCRIPTION OVERVIEW			
Location	West side of South Central Avenue at terminus of Clubhouse Drive		
Parcel Number	29-12-32-0000-01010-0000		
Latitude, Longitude	29.430314, -81.105465		
Site Area	1,606,494 square feet (36.88 acres)		
Configuration	Generally Rectangular		
Topography	Undulating		
Drainage	Appears adequate		
Utilities/Municipal Services	Typical utilities and municipal services available to site.		
Flood Zone(s)	<u>Zone</u>	<u>Map</u>	<u>Date</u>
	Zone AE	12035C0261E	June 6, 2018
	Zone AE is a Special Flood Hazard Area (SFHA) where base flood elevations are provided. AE Zones are now used on new format Flood Insurance Rate Maps (FIRM) instead of A1-A30 Zones. In communities that participate in the National Flood Insurance Program (NFIP), mandatory flood insurance purchase requirements apply to this zone.		
Census Tract No.	0603.02		
Easements, Encroachments and Deed Restrictions	There are no known detrimental easements, encroachments or other restrictions that would adversely affect the site's use or marketability.		
Frontage	300' along South Central Avenue		
Access	via South Daytona Avenue, no existing curb cut		
Visibility	Average		
Surrounding Land Uses	Single family residential, vacant residential land		
Site Utility	Average		

ZONING	
Designation	REC
Description	RECREATION
Zoning Intent	REC - RECREATION The purpose of this district is to provide for sites and facilities that offer leisure time opportunities to the residents of the city. It is intended that residential uses and structures will be excluded from these areas. Though a commercial use of these areas may pertain, commercial structures other than specified as accessory will be excluded.
Permitted Uses	Playgrounds, athletic fields, parks, beaches, piers, golf courses



ZONING	
Designation	MDR
Description	Medium Density Residential, Recreation
Zoning Intent	MDR - MEDIUM DENSITY RESIDENTIAL The provisions of this district are intended to apply to areas for medium density development which allows for a variety of housing types and certain other activities compatible with residential development. Density: one unit per 3,000 square feet, except where noted in Schedule 2. The regulations of this district are intended to protect and preserve the residential areas in accordance with the city's Future Land Use Map.
Permitted Uses	Single family residential, two-family, townhouse, multifamily dwellings

ZONING MAP



FLOOD MAP





# PROPERTY ASSESSMENT AND TAX ANALYSIS

The subject's assessment and taxes for each parcel are summarized below via the Flagler County Tax Collector. The subject is taxed at a higher assessed value for school millage categories due to a 10% cap on assessment increases in Florida that applies to all non-school millage categories. 2024 taxes are summarized in the following table.

**PARCEL ID 29-12-32-0000-01010-0000**

## Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
<b>FLAGLER COUNTY</b>					
GENERAL FUND	7.8695	\$170,852.00	\$0.00	\$170,852.00	\$1,344.52
ESL	0.1250	\$170,852.00	\$0.00	\$170,852.00	\$21.36
2015 G O BONDS	0.1148	\$170,852.00	\$0.00	\$170,852.00	\$19.61
2009/2016 ESL BONDS	0.1250	\$170,852.00	\$0.00	\$170,852.00	\$21.36
<b>FLAGLER COUNTY SCHOOL BOARD</b>					
GENERAL FUND	3.1170	\$171,516.00	\$0.00	\$171,516.00	\$534.62
DISCRETIONARY	0.7480	\$171,516.00	\$0.00	\$171,516.00	\$128.29
CAP. OUTLAY	1.5000	\$171,516.00	\$0.00	\$171,516.00	\$257.28
CITY OF FLAGLER BEACH	5.4500	\$170,852.00	\$0.00	\$170,852.00	\$931.14
EAST FLAGLER MOSQUITO CTRL	0.3250	\$170,852.00	\$0.00	\$170,852.00	\$55.53
ST. JOHNS RIVER WATER MGMT	0.1793	\$170,852.00	\$0.00	\$170,852.00	\$30.63
FL INLAND NAVIGATION DISTRICT	0.0288	\$170,852.00	\$0.00	\$170,852.00	\$4.92
<b>Total Ad Valorem Taxes</b>	<b>19.5824</b>				<b>\$3,349.26</b>

## Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

**PARCEL ID 29-12-32-0000-01010-0010**

## Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
<b>FLAGLER COUNTY</b>					
GENERAL FUND	7.8695	\$379,481.00	\$0.00	\$379,481.00	\$2,986.32
ESL	0.1250	\$379,481.00	\$0.00	\$379,481.00	\$47.44
2015 G O BONDS	0.1148	\$379,481.00	\$0.00	\$379,481.00	\$43.56
2009/2016 ESL BONDS	0.1250	\$379,481.00	\$0.00	\$379,481.00	\$47.44
<b>FLAGLER COUNTY SCHOOL BOARD</b>					
GENERAL FUND	3.1170	\$379,481.00	\$0.00	\$379,481.00	\$1,182.84
DISCRETIONARY	0.7480	\$379,481.00	\$0.00	\$379,481.00	\$283.85
CAP. OUTLAY	1.5000	\$379,481.00	\$0.00	\$379,481.00	\$569.22
CITY OF FLAGLER BEACH	5.4500	\$379,481.00	\$0.00	\$379,481.00	\$2,068.17
EAST FLAGLER MOSQUITO CTRL	0.3250	\$379,481.00	\$0.00	\$379,481.00	\$123.33
ST. JOHNS RIVER WATER MGMT	0.1793	\$379,481.00	\$0.00	\$379,481.00	\$68.04
FL INLAND NAVIGATION DISTRICT	0.0288	\$379,481.00	\$0.00	\$379,481.00	\$10.93
<b>Total Ad Valorem Taxes</b>	<b>19.5824</b>				<b>\$7,431.14</b>

## Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

## DELINQUENCY

According to the Flagler County Tax Collector, 2024 taxes have been paid and there are no delinquent taxes.

# HIGHEST AND BEST USE

## INTRODUCTION

The highest and best use is the reasonable, probable, and legal use of vacant land or an improved property that is physically possible, legally permissible, appropriately supported, financially feasible and that results in the highest value. These criteria are often considered sequentially. The tests of legal permissibility and physical possibility must be applied before the remaining tests of financial feasibility and maximal productivity. A financially feasible use is precluded if it is legally prohibited or physically impossible. If a reasonable possibility exists that one of the prior, unacceptable conditions can be changed, is it appropriate to proceed with the analysis with such an assumption.

## HIGHEST AND BEST USE CRITERIA

The site's highest and best use is analyzed both as vacant and as improved, and if improvements are proposed then an as proposed analysis is required. In all cases, the property's highest and best use must meet four criteria: (1) legally permissible; (2) physically possible; (3) financially feasible; and (4) maximally productive.

## HIGHEST AND BEST USE AS VACANT

### LEGALLY PERMISSIBLE

Legal restrictions include deed restrictions, CC&R's, lease encumbrances, zoning requirements, building codes, historic district controls and environmental regulations, and were previously analyzed to determine legally permitted uses. Legally, most of the subject is zoned REC, Recreation, which allows only open spaces and recreational uses. There is also a portion of the site zoned MDR, Medium Density Residential. Permitted uses in the MDR zoning district include single family residential, townhomes, and multifamily.

We have appraised the subject under the assumption that any sale would restrict the property to use as a golf course, which is considered the only legally permissible use of the subject. No other legal restrictions have been identified that would limit development of the property beyond the development standards stipulated by municipal code.

### PHYSICALLY POSSIBLE

Size, shape, topography, soil condition, availability of utilities, transportation access, surrounding uses, and locational characteristics were previously analyzed to determine which legal land uses are physically possible and which are best to conform to the physical and locational aspects of the site and its setting with respect to the neighborhood and community. Overall, the physical site attributes result in adequate utility, and the property is physically capable of supporting a variety of uses on the site. The existing structures and golf course on the site are in poor condition, however continued use as a golf course is physically possible.

### FINANCIALLY FEASIBLE

Financial feasibility is determined by the relationship of supply and demand for the legally probable land uses versus the cost to create them. As shown in the Sales Comparison Approach, golf course properties with similar zoning districts the subject have been acquired for continued golf course use, and this use is considered to be financially feasible.

**MAXIMALLY PRODUCTIVE**

The final test of highest and best use of the site as vacant is that the use be maximally productive, yielding the highest return to the land. As discussed, any sale of the property would be under the condition that the property will only be used for recreational golf course use, therefore golf course use is the maximally productive use of the site.

# VALUATION PROCESS

Valuation in the appraisal process generally involves three techniques, including the Cost Approach, Sales Comparison Approach and the Income Capitalization Approach.

These three valuation methods are defined in the following table:

VALUATION METHODS	DEFINITION
<b>Cost Approach</b>	In this approach, value is based on adding the contributing value of any improvements (after deductions for accrued depreciation) to the value of the land as if it were vacant based on its highest and best use. If the interest appraised is other than fee simple, additional adjustments may be necessary for non-realty interest and/or the impact of existing leases or contracts.
<b>Sales Comparison Approach</b>	In this approach, recent sales of similar properties in the marketplace are compared directly to the subject property. This comparison is typically accomplished by extracting "units of comparison", for example, price per square foot, and then analyzing these units of comparison for differences between each comparable and the subject. The reliability of an indication found by this method depends on the quality of the comparable data found in the marketplace.
<b>Income Capitalization Approach</b>	In this approach, a property is viewed through the eyes of a typical investor, whose primary objective is to earn a profit on the investment principally through the receipt of expected income generated from operations and the ultimate resale of the property at the end of a holding period.

## VALUATION METHODS UTILIZED

This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Golf courses like the subject that are in poor condition are not typically analyzed based on the income generated, and therefore the Income Capitalization Approach has not been developed. The improvements on the site are in poor condition and provide minimal contributory value, therefore the Cost Approach has not been developed.

The valuation process is concluded by analyzing each approach to value used in the appraisal. When more than one approach is used, each approach is judged based on its applicability, reliability, and the quantity and quality of its data. A final value opinion is chosen that either corresponds to one of the approaches to value, or is a correlation of all the approaches used in the appraisal.



# SALES COMPARISON APPROACH - LAND VALUATION

## METHODOLOGY

The Sales Comparison Approach is employed to develop an opinion of land value. In the Sales Comparison Approach, we developed an opinion of value by comparing similar, recently sold sites in the surrounding or competing area to the subject property. To determine the value of the subject property, these comparable sales and/or listings are then evaluated and adjusted based on their differences when compared to the subject property. Inherent in this approach is the principle of substitution, which states that when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution.

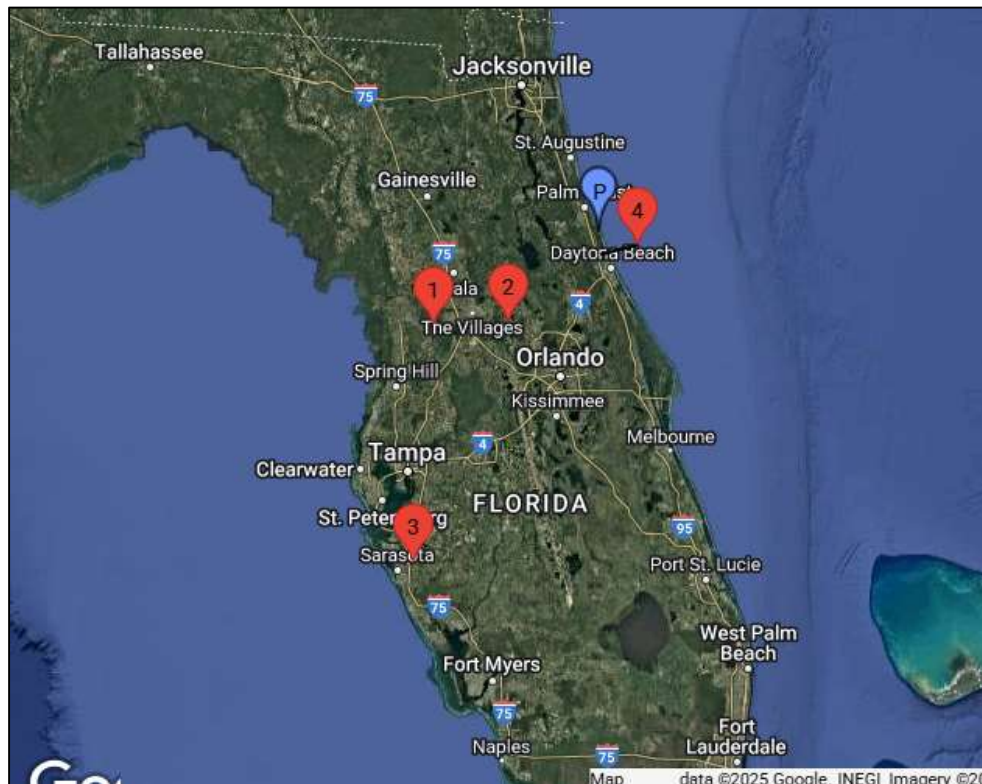
## UNITS OF COMPARISON

Based on market behavior observed, the most appropriate unit of comparison for this analysis is price per square foot.

## COMPARABLE LAND SALES

Our search for comparable sales focused on golf courses across the state, with a focus on nine-hole courses and courses that are in poor condition or nonoperational. We have searched for sales within a four-year period of the effective appraisal date. On the following pages, we present a summary of the properties that we compared to the subject property, a map showing their locations, and the adjustment process.

## COMPARABLE LAND SALES MAP



## COMPARABLE LAND SALES SUMMARY

SUMMARY OF LAND SALES										
Comp No.	Property / Location	Date of Sale / Status	Property Rights	Site Size (Net Acres)	Site Size (Net SF)	Zoning	Property Use	Sale Price	Price per Acre (Net)	Price per SF (Net)
1	ZenWoods Golf Club 95 South Golf Harbor Path Inverness, FL	Mar-25 Closed	Fee Simple	30.05	1,308,961	PDR, Planned Development Residential	9 Hole Golf Course	\$610,000	\$20,300	\$0.47
2	Wedgewood Golf course 12635 County Road 44 Grand Island, FL	Nov-24 Closed	Fee Simple	22.55	982,278	PUD, Planned Unit Development	9 Hole Golf Course	\$650,000	\$28,825	\$0.66
3	Legacy Golf Club 8255 Legacy Boulevard Lakewood Ranch, FL	Mar-24 Closed	Fee Simple	129.00	5,619,240	PD-MU, Planned Development	18 Hole Golf Course	\$3,167,500	\$24,554	\$0.56
4	Tomoka Oaks Golf Course 20 Tomoka Oaks Boulevard Ormond Beach, FL	Apr-21 Closed	Fee Simple	146.06	6,362,374	PRD, Planned Residential Development	18 Hole Golf Course	\$2,600,000	\$17,801	\$0.41
<b>Subj.</b>	Ocean Palm Golf Club 3600 South Central Avenue Flagler Beach, Florida	---	---	36.88	1,606,494	MDR/REC, Golf Course Use Only	9 Hole Golf Course	---	---	---

## COMPARABLE LAND SALES ADJUSTMENT GRID

COMPARABLE LAND SALE ADJUSTMENTS					
	Subject	Comp 1	Comp 2	Comp 3	Comp 4
Property / Location	Ocean Palm Golf Club 3600 South Central Avenue Flagler Beach, Florida	ZenWoods Golf Club 95 South Golf Harbor Path Inverness, FL	Wedgewood Golf course 12635 County Road 44 Grand Island, FL	Legacy Golf Club 8255 Legacy Boulevard Lakewood Ranch, FL	Tomoka Oaks Golf Course 20 Tomoka Oaks Boulevard Ormond Beach, FL
Date of Sale / Status	---	Mar-25 Closed	Nov-24 Closed	Mar-24 Closed	Apr-21 Closed
Property Rights	---	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site Size (Acres)	36.88	30.05	22.55	129.00	146.06
Site Size (SF)	1,606,494	1,308,961	982,278	5,619,240	6,362,374
Sale Price	-----	\$610,000	\$650,000	\$3,167,500	\$2,600,000
Zoning	MDR/REC, Golf Course Use	PDR	PUD	PD-MU	PRD
Property Use	9 Hole Golf Course	9 Hole Golf Course	9 Hole Golf Course	18 Hole Golf Course	18 Hole Golf Course
Unadjusted Price per Acre (Net)	-----	\$20,300	\$28,825	\$24,554	\$17,801
Transactional Adjustments					
Property Rights Conveyed	---	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		0%	0%	0%	0%
Financing Terms					
Adjustment		0%	0%	0%	0%
Conditions of Sale					
Adjustment		0%	0%	0%	0%
Market Conditions	Feb-25	Mar-25	Nov-24	Mar-24	Apr-21
Adjustment		0%	0%	2%	8%
Total Transactional Adjustments		0%	0%	2%	8%
Adjusted Price per Acre (Net)		\$20,300	\$28,825	\$25,045	\$19,225
Property Adjustments					
Location		Similar 0%	Inferior 5%	Similar 0%	Similar 0%
Net Site Size (SF)	1,606,494	1,308,961 0%	982,278 -15%	5,619,240 10%	6,362,374 15%
	MDR/REC, Golf Course Use Only	Similar	Similar	Similar	Similar
Zoning / Intended Use		0%	0%	0%	0%
Shape / Configuration		Similar 0%	Similar 0%	Similar 0%	Similar 0%
	All Available	Superior	Superior	Superior	Superior
Infrastructure / Condition		-5%	-5%	-15%	-5%
Total Property Adjustments		-5%	-15%	-5%	10%
Indication for Subject per Acre (Net)		\$19,285	\$24,501	\$23,793	\$21,147

## ADJUSTMENT PROCESS

The sales that we have utilized represent the best available information that could be compared to the subject property. The major elements of comparison for an analysis of this type include the property rights conveyed, the financial terms incorporated into a particular transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its physical traits and the economic characteristics of the property.

## PROPERTY RIGHTS CONVEYED

This adjustment accounts for any impact that the property rights transferred to the buyer may have on sale price. For leased fee properties, the length of leases in place and the relationship of market to contract rent could impact value. Some properties may have stronger appeal to an owner-user or an investor, resulting in a premium or discount associated with fee simple property rights. If a buyer acquires the leasehold interest in a comparable, then an adjustment may be necessary that accounts for the impact to the of ground rent and/or risk associated with the expiration of the ground lease to the sale price.

Each of the comparables transferred the Fee Simple estate and no adjustment is necessary for this factor..

### **FINANCING TERMS**

This category accounts for differences in financing terms associated with the transaction. Financing arrangements that may require an adjustment include mortgage assumptions (at favorable interest rates), seller buydowns, installment sales, wrap-around loans, or any other atypical financing arrangements that do not represent cash-equivalent terms.

None of the sales had atypical financing terms and no adjustment is necessary.

### **TERMS/CONDITIONS OF SALE**

Adjustments for conditions of sale typically reflect various motivations of the buyer and/or seller. This may include such factors as seller distress (short sale, REO, auction) or buyer motivation (assemblage, etc.). In some situations, the conditions of sale may significantly affect transaction prices. Properties that are listed for sale may require adjustments herein to account for any disparity between asking prices and the achievable sale price anticipated.

There were no atypical sale terms for any of the comparables and no adjustment is necessary for this factor.

### **MARKET CONDITIONS**

This adjustment category accounts for differences in economic conditions between the effective date of appraisal and the transaction date of the comparable, such as may be caused by changing supply and demand factors, rental rates, vacancy rates and/or capitalization rates.

The comparables transacted between April of 2021 and March of 2025. Market conditions have generally improved since this period and no adjustment is necessary for this factor.

### **LOCATION**

The appeal of a property's location to users of and/or investors in a particular property type can influence value significantly. This factor broadly considers the impact of demographics, geographical attributes, access to transportation networks and local land use trends on pricing. Comparisons of location can often be derived, or even quantified, by examining rent, vacancy, capitalization rate, and land value trends in the subject and directly competitive areas.

Comparables 1 and 2 have more rural locations as compared to the subject and have been adjusted upward for this factor. Comparable 2 has a superior location in Southwest Florida and has been adjusted downward. Comparable 4 is located in Volusia County like the subject and has not been adjusted

### **SITE SIZE (SF)**

Size and pricing typically have an inverse relationship, whereby larger sites tend to achieve lower pricing on a per-square-foot basis. This is attributable to economies of scale, as well as the narrower pool of prospective buyers for a larger property.

Comparable 2 is smaller than the subject and has been adjusted downward for this factor. Comparables 3 and 4 are each larger than the subject and have been adjusted upward for this factor.

## ZONING / INTENDED USE

The value of vacant land is largely contingent upon its potential use. This factor considers the uses permitted by the applicable development standards, per the subject's zoning designation. The maximum density to which a property can be developed typically impacts total value positively; however, depending upon property type, location, and type of construction higher permitted densities can have an inverse relationship to pricing on a per-unit or per-square-foot basis.

Each of the comparables have similar zoning requirements to the subject and can only be used as golf courses. No adjustment is necessary for this factor.

## SHAPE / CONFIGURATION

The configuration, shape, dimensions and depth of a site determine its developability and overall utility. These factors can impact development costs, usable area of the site, and thereby, achievable pricing. The subject site is comprised of a single parcel.

All of the comparables were considered similar to the subject and no adjustments were required for this category.

## INFRASTRUCTURE/CONDITION

Infrastructure adjustments may reflect differences in utility availability/capacity, developmental plans or other outside influences.

The golf courses at each comparable property were in superior condition as compared to the subject upon their sale dates. Each comparable has been adjusted downward for this factor.

## LAND VALUE CONCLUSION

After adjustments, the comparable land sales reflect a range from \$19,285 to \$24,501 per square foot. Each of the comparables are located in the State of Florida and are considered reliable indicators of value. Comparables 1 and 2 are nine hole golf courses and have recently transacted and are given primary weight. Secondary weight is placed on Comparable 4, which is located close to the subject but is the oldest comparable data point.

Based on the data available and the analyses presented, the indicated value of the land by the Sales Comparison Approach is \$22,000 per square foot, calculated in the following table.

LAND VALUE CONCLUSION	
Indicated Value per Acre (Net)	\$22,000
Acres (Net)	x 36.88
<b>Indicated Value</b>	<b>\$811,361</b>
<b>Rounded to nearest \$50,000</b>	<b>\$800,000</b>

# RECONCILIATION

## MARKET VALUE - VALUATION RELIANCE

As discussed, the property is a golf course that is in poor condition and in need of renovation. The Sales Comparison Approach is the only applicable valuation approach to generate a market value opinion of the property. The improvements on the site are in poor condition providing no contributory value to the site, therefore the Cost Approach is inapplicable. The property generates no rental income and therefore the Income Approach has not been utilized and is also judged to be inapplicable to the subject. We have utilized only the Sales Comparison Approach to estimate a value for the property.

## CONCLUDED OPINION OF VALUE

Based on the inspection of the property and the investigation and the analysis undertaken, we have developed the following value opinion(s).

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As Is	Fee Simple	February 7, 2025	\$800,000

## MARKETING TIME AND EXPOSURE TIME

The property is located in an established residential area and remaining vacant land parcels are being developed with single family residential uses. Given the activity levels in the area, believe it would sell within 12 to 18 months at the appraised market value. The exposure time is also estimated at 12 to 18 months; however, it could be slightly longer than the marketing time depending on any improvement in the market.

# CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved with this assignment.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the state of Florida.
9. The reported analyses, opinions, and Value Indications were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics, the Standards of Professional Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report, Eric Hoening, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
12. As of the date of this report, AI Practicing Affiliate Drake DeRango has completed the Standards and Ethics Education Requirements/education program for Practicing Affiliates of the Appraisal Institute.
13. Eric Hoening, MAI has and Drake DeRango has made a personal inspection of the property that is the subject of this report.
14. No one provided significant real property appraisal assistance to the person signing this certification.
15. Eric Hoening, MAI has not and Drake DeRango has not provided services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
16. The use of this report is subject to the requirements of the Florida Real Estate Appraisal Board relating to review by its duly authorized representatives. As of the date of this report, is a State Certified Appraiser and has completed the continuing education requirements for the State of Florida.



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# STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

- 1) Notwithstanding that Appraiser may comment on, analyze or assume certain conditions in the appraisal, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
  - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
  - b) Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
  - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
  - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
  - e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the appraisal report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the appraisal report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.



- f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
  - g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.
  - h) It is assumed the subject property is not adversely affected by the potential of floods; unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
  - i) Unless otherwise stated within the appraisal report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's inspection.
  - j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report. Further, unless so stated in the appraisal report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
  - k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
  - l) BBG, Inc., excepting employees of BBG Assessment, Inc., and the appraiser(s) are not experts in determining the presence or absence of hazardous substances toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. and the appraiser(s) assume no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The Client is free to retain an expert on such matters in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
  - m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the appraisal report.
- 2) If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the

inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.

- 3) If provided, the opinion of insurable replacement cost is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable replacement cost purposes. The Appraisers are not familiar with the definition of insurable replacement cost from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraisers are not cost experts in cost estimating for insurance purposes.
- 4) The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. This appraisal is based on market conditions existing as of the date of this appraisal.
- 5) The value opinions reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
- 6) Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
- 7) The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
- 8) Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
- 9) If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 10) Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.

- 11) The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
- 12) The submission of the appraisal report constitutes completion of the services authorized and agreed upon. Such appraisal report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. The Client has the sole responsibility for obtaining a protective order, providing legal instruction not to appear with the appraisal report and related work files, and will answer all questions pertaining to the assignment, the preparation of the report, and the reasoning used to formulate the opinion of value. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work.
- 13) Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (a) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (b) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (c) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, the receipt of an Appraisal Report by such party shall not confer any right upon such party to use or rely upon such report, and Appraiser shall have no liability for such unauthorized use or reliance upon such report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.

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- + Survey Services
- + Zoning Services
- + Seismic Services
- + HUD
- + Energy Efficiency Services
- + Indoor Air Quality
  - + IAQ/Radon
  - + ACM/LBP

# ADDENDA

## GLOSSARY

**Appraisal:** (noun) the act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.<sup>7</sup>

**Appraisal Practice:** valuation services performed by an individual acting as an appraiser, including but not limited to appraisal and appraisal review.<sup>7</sup>

**Appraisal Review:** (noun) the act or process of developing an opinion about the quality of another appraiser's work (i.e., a report, part of a report, a workfile, or some combination of these), that was performed as part of an appraisal or appraisal review assignment, (adjective) of or pertaining to an opinion about the quality of another appraiser's work that was performed as part of an appraisal or appraisal review assignment.<sup>7</sup>

**Appraiser:** one who is expected to perform valuation services competently and in a manner that is independent, impartial and objective.<sup>7</sup>

**Appraiser's Peers:** other appraisers who have expertise and competency in a similar type of assignment.<sup>7</sup>

**Assessed Value:** The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value.<sup>1</sup>

**Asset:**

1. Any item, the rights to which may have economic value, including financial assets (cash or bonds), business interests, intangible assets (copyrights and trademarks), and physical assets (real estate and personal property).
2. In general business usage, something owned by a business and reflected in the owner's business sheet.

**Asset:** A resource controlled by the entity as a result of past events and from which future economic benefits are expected to flow to the entity.<sup>2</sup>

**Assignment:** a valuation service that is provided by an appraiser as a consequence of an agreement with a client.<sup>7</sup>

**Assignment Conditions:** Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulation, jurisdictional exceptions, and other conditions that affect the scope of work.<sup>7</sup>

**Assignment Elements:** Specific information needed to identify the appraisal or appraisal review problem: client and any other intended users, intended use of the appraiser's opinions and conclusions, type and definition of value; effective date of the appraiser's opinions and conclusions; subject of the assignment and its relevant characteristics; and assignment conditions.<sup>7</sup>

**Assignment Results:** An appraiser's opinions or conclusions, not limited to value, that were developed when performing an appraisal assignment, an appraisal review assignment, or a valuation service other than an appraisal or appraisal review.<sup>7</sup>

**Bias:** a preference or inclination that precludes an appraiser's impartiality, independence, or objectivity in an assignment.<sup>7</sup>

**Business Enterprise:** an entity pursuing an economic activity.<sup>7</sup>

**Business Equity:** the interests, benefits, and rights inherent in the ownership of a business enterprise or a part thereof in any form (including, but not necessarily limited to, capital stock, partnership interests, cooperatives, sole proprietorships, options, and warrants).<sup>7</sup>

**Capital Expenditure:** Investments of cash (or the creation of liability) to acquire or improve an asset, e.g., land, buildings, building additions, site improvements, machinery, equipment; as distinguished from cash outflows for expense items that are normally considered part of the current period's operations. Also referred to as Cap Ex.<sup>1</sup>

**Cash Equivalency Analysis:** An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash or its equivalent.<sup>1</sup>

**Client:** the party or parties (i.e., individual, group or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent.<sup>7</sup>

**Condominium Ownership:** A form of fee ownership of separate units or portions of multiunit buildings that provides for formal filing and recording of a divided interest in real estate.<sup>1</sup>

**Confidential Information:**

1: information that is either:

- Identified by the client as confidential when providing it to a valuer and that is not available from any other source, or
- Classified as confidential or private by applicable law or regulation.

2: Information that is either

- Identified by the client as confidential when providing it to an appraiser and that is not available from any other source; or
- Classified as confidential or private by applicable law or regulation \*
- NOTICE: For example, pursuant to the passage of the Gramm-Leach-Bliley Act in November 1999, some public agencies have adopted privacy regulations that affect appraisers. The Federal Trade Commission (FTC) issued two rules. The first rule (16 CFR 313) focuses on the protection of "non-public personal information" provided by consumers to those involved in financial activities "found to be closely related to banking or usual in connection with the transaction of banking." These activities include "appraising real or personal property." The second rule (16 CFR 314) requires appraisers to safeguard customer non-public personal information. Significant liability exists for appraisers should they fail to comply with these FTC rules.<sup>7</sup>

**Cost:** the actual or estimated amount required to create, reproduce, replace or obtain a property.<sup>7</sup>

**Cost Approach:** A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.<sup>1</sup>

**Credible:** worthy of belief.<sup>7</sup>

**Deferred Maintenance:** Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of the property, such as a broken window, a dead tree, a leak in the roof, or a faulty roof that must be completely replaced. These items are almost always curable.<sup>1</sup>

**Disposition Value:** The most probable price that a specified interest in real property should bring under the following conditions: 1) Consummation of a sale within a specific time, which is short than the typical exposure time for such a property in that market. 2) The property is subjected to market conditions prevailing as of the date of valuation. 3) Both the buyer and seller are acting prudently and knowledgeably. 4) The seller is under compulsion to sell. 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) An adequate marketing effort will be made during the exposure time. 8) Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration of the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.<sup>1</sup>

**Economic Life:** The period over which improvements to real estate contribute to property value.<sup>1</sup>

**Effective Date:** the date to which the appraiser's analysis, opinions and conclusions apply, also referred to as date of value.<sup>7</sup>

**Effective Gross Income Multiplier (EGIM):** The ratio between the sale price (or value) of a property and its effective gross income.<sup>1</sup>

**Effective Rent:** Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions, the rent that is effectively paid by a tenant net of financial concessions provided by a landlord.<sup>1</sup>

**Exposure Time:** an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at the market value on the effect date of the appraisal.<sup>7</sup>

**Extraordinary Assumption:** an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.<sup>7</sup>



**Fair Market Value:**

1. In nontechnical usage, a term that is equivalent to the contemporary usage of market value.
2. As used in condemnation, litigation, income tax, and property tax situations, a term that is similar in concept to market value but may be defined explicitly by the relevant agency. For example, one definition of *fair market value* provided by the Internal Revenue Service for certain purposes is as follows: The price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. The fair market value of a particular item of property includible in the decedent's gross estate is not to be determined by a forced sale price. Nor is the fair market value of an item of property to be determined by the sale price of the item in a market other than that in which such item is most commonly sold to the public, taking into account the location of the item wherever appropriate. (IRS Regulation §20.2031-1)<sup>1</sup>

**Fair Share:**

1. A share of a fund or deposit that is divided or distributed proportionately.
2. A share of a burden or obligation that is divided proportionately; e.g., a tenant in a multitenant building or development may be required to pay a pro rata share of the building's operating expenses based on the number of square feet the tenant occupies. In a shopping center, the tenant's share of operating costs is often stated as a fraction, with the gross leasable area of the tenant's premises as the numerator and the gross leasable area or gross leased area of the entire shopping center as the denominator.
3. The share of a trade area that a retail facility is likely to capture; assumes that capture is a function of property size as a proportion of the overall inventory of competitive space in the trade area, i.e., that the facility captures a "fair share" of the trade area.<sup>1</sup>

**Fair Value:**

1. The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. (FASB)
2. The estimated price for the transfer of an asset or liability between identified knowledgeable and willing parties that reflects the respective interests of those parties. (This does not apply to valuations for financial reporting.) (IVS).<sup>1</sup>
3. The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.<sup>2</sup>

**Feasibility Analysis:** a study of the cost benefit relationship of an economic endeavor.<sup>1</sup>

**Fee Simple Estate:** 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.<sup>1</sup>

**Floor Area Ratio (FAR):** The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.<sup>1</sup>

**Going Concern:**

1. An established and operating business having an indefinite future life.
2. An organization with an indefinite life that is sufficiently long that, over time, all currently incomplete transformations [transforming resources from one form to a different, more valuable form] will be completed.<sup>1</sup>

**Gross Building Area (GBA):**

1. Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
2. Gross leasable area plus all common areas.
3. For residential space, the total area of all floor levels measured from the exterior of the walls and including the super structure and substructure basement; typically does not include garage space.<sup>1</sup>

**Highest and Best Use:**

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS).
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)<sup>1</sup>

**Hypothetical Condition:** a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.<sup>7</sup>

**Income Capitalization Approach:** Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.<sup>1</sup>

**Inspection:** Personal observation of the exterior or interior of the real estate that is the subject of an assignment performed to identify the property characteristics that are relevant to the assignment, such as amenities, general physical condition, and functional utility. Note that this is not the inspection process performed by a licensed or certified building inspector.<sup>1</sup>

**Insurable Value:** A type of value for insurance purposes.<sup>1</sup>

**Intangible Property (intangible Assets):** Nonphysical assets, including but not limited to franchises, trademarks, patents, copyrights, goodwill, equities, securities, and contracts as distinguished from physical assets such as facilities and equipment.<sup>7</sup>

**Intended Use:** the user(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.<sup>7</sup>

**Intended User:** the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.<sup>7</sup>

**Internal Rate of Return ("IRR"):** The annualized yield rate or rate of return on capital that is generated or capable of being generalized within an investment of portfolio over a period of ownership. Alternatively, the indicated return of capital associated with a projected or pro forma income stream. The discount rate that equates the present value of the net cash flows of a project with the present value of the capital investment. It is the rate at which the Net Present Value (NPV) equals zero. The IRR reflects both the return on invested capital and the return of the original investment, which are basic considerations of potential investors. Therefore, deriving the IRR from analysis of market transactions of similar properties having comparable income patterns is a proper method for developing market discount rates for use in valuations to arrive at Market Value. Used in discounted cash flow analysis to find the implied or expected rate of return of the project, the IRR is the rate of return which gives a zero net present value (NPV). See also equity yield rate (YE); financial management rate of return (FMRR); modified internal rate of return (MIRR); yield rate (Y).<sup>1</sup>

**Investment Value:** 1) The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2) The value of an asset to the owner or a prospective owner for individual investment or operational objectives. (IVS)<sup>1</sup>

**Jurisdictional Exception:** an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.<sup>7</sup>

**Leasehold Interest:** The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.<sup>1</sup>

**Leased Fee Interest:** The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.<sup>1</sup>

**Liquidation Value:** The most probable price that a specified interest in real

property should bring under the following conditions: 1) Consummation of a sale within a short time period; 2) The property is subjected to market conditions prevailing as of the date of valuation; 3) Both the buyer and seller are acting prudently and knowledgeably; 4) The seller is under extreme compulsion to sell; 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) A normal marketing effort is not possible due to the brief exposure time 8) Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto. 9) 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. This definition can also be modified to provide for valuation with specified financing terms.<sup>1</sup>

**Load Factor:** A measure of the relationship of common area to useable area and therefore the quality and efficiency of building area layout, with higher load factors indicating a higher percentage of common area to overall rentable space than lower load factors; calculated by subtracting the amount of useable area from the rentable area and then dividing the difference by the useable area:<sup>1</sup>

Load Factor =

$$\frac{(\text{Rentable Area} - \text{Useable Area})}{\text{Useable Area}}$$

**Market Value:** a type of value stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal.<sup>7</sup>

**Market Value "As If Complete" On The Appraisal Date:** Market value as if complete on the effective date of the appraisal is an estimate of the market value of a property with all construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value should reflect the market value of the property as if complete and prepared for occupancy by tenants.

**Market Value "As Is" On The Appraisal Date:** Value As Is -The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning. See also effective date; prospective value opinion.

**Market Value of the Total Assets of the Business:** The market value of the total assets of the business is the market value of all of the tangible and intangible assets of a business as if sold in aggregate as a going concern. This assumes that the business is expected to continue operations well into the future.<sup>4</sup>

**Marketing Time:** An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property Market Value Opinions" address the determination of reasonable exposure and marketing time.).<sup>3</sup>

**Mass Appraisal:** the process of valuing a universe of properties as of a given date using standard methodology, employing common data and allowing for statistical testing.<sup>7</sup>

**Mass Appraisal Model:** a mathematical expression of how supply and demand factors interact in a market.<sup>7</sup>

**Misleading:** intentionally or unintentionally misrepresenting, misstating or concealing relevant facts or conclusions.<sup>7</sup>

**Net Lease:** A lease in which the landlord passes on all expenses to the tenant. See also lease.<sup>1</sup>

**Net Rentable Area (NRA):** 1) The area on which rent is computed. 2) The

Rentable Area of a floor shall be computed by measuring to the inside finished surface of the dominant portion of the permanent outer building walls, excluding any major vertical penetrations of the floor. No deductions shall be made for columns and projections necessary to the building. Include space such as mechanical room, janitorial room, restrooms, and lobby of the floor.<sup>5</sup>

**Penetration Ratio (Rate):** The rate at which stores obtain sales from within a trade area or sector relative to the number of potential sales generated; usually applied to existing facilities. Also called: penetration factor.<sup>1</sup>

**Personal Inspection:** a physical observation performed to assist in identifying relevant property characteristics in a valuation service.<sup>7</sup>

**Personal Property:** any tangible or intangible article that is subject to ownership and not classified as real property, including identifiable tangible objects that are considered by the general public as being "personal", such as furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment, and intangible property that is created and stored electronically such as plans for installation art, choreography, emails or designs for digital tokens.<sup>7</sup>

**Physical Characteristics:** attributes of a property that are observable or measurable as a matter of fact, as distinguished from opinions and conclusions, which are the result of some level of analysis or judgement.<sup>7</sup>

**Price:** the amount asked, offered or paid for a property.<sup>7</sup>

**Prospective opinion of value.** A value opinion effective as of a specified future date. The term does not define a type of value. Instead it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.<sup>1</sup>

**Real Estate:** an identified parcel or tract of land, including improvements, if any.<sup>7</sup>

**Real Property:** the interests, benefits and rights inherent in the ownership of real estate.<sup>7</sup>

**Reconciliation:** A phase of a valuation assignment in which two or more value indications are processed into a value opinion, which may be a range of value, a single point estimate, or a reference to a benchmark value.<sup>1</sup>

**Relevant Characteristics:** features that may affect a property's value or marketability such as legal, economic or physical characteristics.<sup>7</sup>

**Reliable Measurement:** [The IAS/IFRS framework requires that] neither an asset nor a liability is recognized in the financial statements unless it has a cost or value that can be measured reliably.<sup>2</sup>

**Remaining Economic Life:** The estimated period over which existing improvements are expected to contribute economically to a property; an estimate of the number of years remaining in the economic life of a structure or structural components as of the effective date of the appraisal; used in the economic age-life method of estimating depreciation.<sup>1</sup>

**Replacement Cost:** The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout.<sup>1</sup>

**Report:** any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or a party authorized by the client upon completion of an assignment.<sup>7</sup>

**Retrospective Value Opinion:** A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."<sup>1</sup>

**Sales Comparison Approach:** The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.<sup>1</sup>

**Scope of Work:** the type and extent of research and analyses in an appraisal or appraisal review assignment.<sup>7</sup>

**Signature:** personalized evidence indicating authentication of the work performed by the appraiser and the acceptance of the responsibility for content, analyses and the conclusions in the report.<sup>7</sup>

**Stabilized value:** A value opinion that excludes from consideration any abnormal relationship between supply and demand such as is experienced in boom periods when cost and sale price may exceed the long-term value, or during periods of depression, when cost and sale price may fall short of long-term value. It is also a value opinion that excludes from consideration any transitory condition that may cause excessive construction costs, e.g., a premium paid due to a temporary shortage of supply.

**Substitution:** The principle of substitution states that when several similar or commensurate commodities, goods, services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.<sup>3</sup>

**Total Assets of a Business:** Total assets of a business is defined by the Appraisal Institute as “the tangible property (real property and personal property, including inventory and furniture, fixtures and equipment) and intangible property (cash, workforce, contracts, name, patents, copyrights, and other residual intangible assets, to include capitalized economic profit).”

**Use Value:**

The value of a property assuming a specific use, which may or may not be the property’s highest and best use on the effective date of the appraisal. Use value may or may not be equal to market value but is different conceptually.<sup>1</sup>

**Valuation Service:** a service pertaining to an aspect of property value, regardless of the type of service and whether it is performed by appraisers or by others.<sup>7</sup>

**Value:** the monetary relationship between properties and those who buy and sell, or use those properties, expressed as an opinion of the worth of a property at a given time.<sup>7</sup>

**Workfile:** data, information and documentation necessary to support the appraiser’s opinions and conclusions and to show compliance with USPAP.<sup>7</sup>

<sup>1</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute 2010). <sup>2</sup> Appraisal Institute, *International Financial Reporting Standards for Real Property Appraiser*, IFRS Website, [www.ifrs-ebooks.com/index.html](http://www.ifrs-ebooks.com/index.html). <sup>3</sup> Appraisal Institute, *The Appraisal of Real Estate*, 13th ed. (Chicago: Appraisal Institute 2008). <sup>4</sup> This definition is taken from “Allocation of Business Assets Into Tangible and Intangible Components: A New Lexicon,” *Journal of Real Estate Appraisal*, January 2002, Volume LXX, Number 1. This terminology is to replace former phrases such as: value of the going concern. <sup>5</sup> Financial Publishing Company, *The Real Estate Dictionary*, 7 ed. <sup>6</sup> U.S. Treasury Regulations. <sup>7</sup> USPAP 2020-2021

## LETTER OF ENGAGEMENT



January 12, 2025

City of Flagler Beach  
105 S. 2nd Street  
Flagler Beach, FL 32136

Attention: Mr. Dale L. Martin, City Manager  
via email: dmartin@cityofflaglerbeach.com

RE: **Proposal to Provide Appraisal Services**  
Ocean Palm Golf Club  
3600 S. Central Avenue  
Flagler Beach, FL 32136

Parcel IDs: 29-12-32-0000-01010-0000  
29-12-32-0000-01010-0010

## PROPOSAL SPECIFICATIONS

Purpose Premise	To provide the following value opinions for the above referenced property: <ul style="list-style-type: none"><li>As Is Market Value</li></ul>
Property Rights Appraised	Fee simple
Client	City of Flagler Beach
Intended Use	Internal decision-making purposes
Intended Users	City of Flagler Beach
Scope of Work	The appraisal will utilize all applicable approaches to develop the above referenced values and be presented in a narrative report meeting the requirements of an Appraisal Report per USPAP.
Appraisal Standards	Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
Fee	\$3,600
Delivery	No more than 3 weeks from engagement  The above delivery dates are contingent upon immediate receipt of pertinent data requested in Exhibit A.
Retainer	None
Expenses	Fee quoted includes all expenses

Payment Terms

Full payment is due and payable upon delivery of the report

**Electronic payment using the information below:**

Bank of America Acct#: 488038497058

Payment via ACH - Routing #: 111000025

Payment via Wire - Routing#: 026009593

RE: Invoice#: Please reference BBG's file # from the document

Report Copies

1 Email PDF to the client; hard copies available upon request

The attached Terms and Conditions of the Engagement are deemed part of this Appraisal Services Agreement and are incorporated fully herein by reference and shall apply to any appraisal reports, contract or orders into which they are incorporated. In addition, with respect to any appraisal report, any use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by BBG, Inc. and its agents, servants, employees, principals, affiliated companies and all those in privity with them, constitutes acceptance of such Terms and Conditions of the Engagement, as well as acceptance of all other appraisal statements, limiting conditions and assumptions stated in the appraisal report. Use of this appraisal report constitutes acknowledgement and acceptance of the Terms and Conditions of the Engagement, special assumptions (if any), extraordinary assumptions (if any), and hypothetical conditions (if any) on which this estimate of market value is based. This appraisal report has been prepared for the exclusive benefit of the client. It may not be used or relied upon by any other party. Any other party who is not the identified client within this report who uses or relies upon any information in this report does so at their own risk.

Client acknowledges and agrees that BBG may anonymize all property and operational information ("Client Data") provided and aggregate with other anonymized data from other Clients and/or other sources and use such aggregated, anonymized Client Data in existing or future BBG product offerings. BBG shall process the Client Data in a manner that renders the form and source of the Client Data unidentifiable to any other Client or third party. We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Hoening', with a long horizontal flourish extending to the right.

Eric Hoening, MAI  
Senior Managing Director  
813-629-6329  
[ehoening@bbgres.com](mailto:ehoening@bbgres.com)  
as an agent of BBG, Inc.

## AGREED AND ACCEPTED



Jan 21, 2025

Signature

Date

Dale L. Martin

City Manager

Name

Title

(386) 517-2000

dmartin@cityofflaglerbeach.com

Phone Number

Email

If entity responsible for payment is different from entity engaging, please provide contact information below:

Name

Email

\_\_\_\_ Phone Number

If Site/Data Contact are different from entity engaging, please provide contact information below:

Name

Email

\_\_\_\_ Phone Number

## Terms and Limiting Conditions of the Engagement

The Terms and Limiting Conditions of the Engagement are deemed part of the attached Proposal Specifications and Appraisal and Consulting Services Agreement and are incorporated fully therein, and shall apply to any appraisal services, consulting services, oral testimony, reports, contracts, or orders into which they may be incorporated.

### A) Definitions. In the Terms and Conditions of the Engagement:

1. "BBG, Inc." means BBG, Inc. and its agents, successors, assigns, servants, employees, principals, affiliated companies and all those in privity with them.
2. "Appraiser" means the appraiser(s) performing part or all of the appraisal services and/or signing an appraisal report. "Appraiser" may also mean "Consultant" in a consulting assignment.
3. "Appraisal and Consulting Services Agreement" means any written agreement with Client for performance of the appraisal services by Appraiser, including any agreement entered into electronically.
4. "Client" means any party identified expressly as a client in an Appraisal and Consulting Services Agreement and also any party identified expressly as a client by the Appraiser in an appraisal report.
5. "Appraisal" means any appraisal or consulting report(s) prepared by or oral report and/or testimony presented by BBG, Inc.
6. "Report" means a written or oral report prepared by and/or oral testimony presented by BBG, Inc.

### B) Venue and Jurisdiction

**THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION. IF ANY ACTION RELATING TO THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT OR THE CONTEMPLATED TRANSACTIONS IS BROUGHT BY A PARTY HERETO AGAINST ANY OTHER PARTY HERETO, THE PREVAILING PARTY IN SUCH ACTION WILL BE ENTITLED TO RECOVER ALL REASONABLE EXPENSES RELATING THERETO (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) FROM THE NON-PREVAILING PARTY.**

Each party to this Appraisal and Consulting Services Agreement (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state courts located in Dallas County, Texas (or, if but only if such court lacks jurisdiction, the United States District Court for the Northern District of Texas) for the purpose of any Action between any of the parties hereto arising in whole or in part under or in connection with this Appraisal and Consulting Services Agreement, any Ancillary Agreement, or the Contemplated Transactions, (b) hereby waives and agrees not to assert any claim that he, she or it is not subject personally to the jurisdiction of the above-named courts or that any such Action brought in the above-named courts should be dismissed on grounds of forum non conveniens. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by the above-named courts.

### C) Limitations of Liability

It is expressly agreed that in any action which may be brought against BBG, Inc., arising out of, relating to, or in any way pertaining to this engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented, BBG, Inc. shall not be responsible or liable for any incidental or consequential losses, unless the same was fraudulent or prepared with gross negligence. It is further agreed that the collective liability of BBG, Inc. in any such action shall not exceed the fees paid for the preparation of the respective report or services unless the same was fraudulent or prepared with gross negligence. Finally, it is agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

Client hereby agrees to indemnify, defend, protect, and hold BBG, Inc. harmless from and against all claims, damages, losses and expenses, including attorneys' fees, expenses and costs, incurred upon investigating and defending any claim, action or proceeding arising from, or in any way connected to, relating to, or in any way pertaining to this engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented.

Further, you acknowledge that any opinions and conclusions expressed by professionals employed by BBG, Inc. related to this agreement are representations made by them as employees and not as individuals. BBG, Inc.'s responsibility is limited to you as a Client. The use of BBG, Inc.'s product by third parties is not intended unless expressly stated and shall be solely at the risk of you and/or third parties. BBG, Inc. acknowledges that Client will be the end-user of, and can rely upon, the opinion and conclusions of BBG, Inc.

### D) Confidentiality

The parties agree that (i) this Appraisal and Consulting Services Agreement and the terms contained herein, (ii) opinions or valuation conclusions, (iii) the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof, and (iv) all information regarding the property of whatever nature made available to either party by the other (including all versions of BBG, Inc.'s final report and all prior drafts of same) and methods of each party revealed during the performance of the Services (altogether, collectively, the "Confidential Information") shall be treated as strictly confidential. Accordingly, neither party nor any employee, agent or affiliate thereof



shall disclose the same to any third party without the written consent of other party and approval of Appraiser; provided, however, that, a party shall not hereby be precluded from disclosure of Confidential Information that may be compelled by legal requirements, or from disclosing this Appraisal and Consulting Services Agreement (and the terms contained herein) to its attorneys, accountants, auditors, lenders, and other professionals who may be bound to that party by duties of confidence.

Do not provide Personally Identifiable Information (PII) to BBG, Inc. or any of its agents. PII is any piece of information meant to identify a specific individual. This includes data such as a Social Security number, driver's license number and financial account numbers.

**E) General Assumptions and Limiting Conditions**

Appraisal services have been provided with the following general assumptions:

1. Notwithstanding that the Appraiser may comment on, analyze or assume certain conditions in the appraisal or consulting assignment, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
  - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal or consulting assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
  - b) Unless otherwise stated in the written report or oral report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
  - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
  - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way, except as stated.
  - e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.
  - f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
  - g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report or oral report.

- h) It is assumed the subject property is not adversely affected by the potential of floods unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any existing or proposed buildings.
  - i) Unless otherwise stated within the appraisal report or oral report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's or Consultant's inspection.
  - j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report or oral report. Further, unless so stated in the report or oral report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
  - k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
  - l) BBG, Inc., excepting employees of BBG Assessment, Inc., and the appraiser(s) are not experts in determining the presence or absence of hazardous substances toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. and the appraiser(s) assume no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The Client is free to retain an expert on such matters in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
  - m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the report.
- 2. If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.
  - 3. If provided, the estimated insurable value or cost is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value or cost purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.
  - 4. The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. Any appraisal report is based on market conditions existing as of the effective date.
  - 5. Any value opinions reported or expressed apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated for any other application.
  - 6. Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.

7. The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
8. Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
9. If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
10. Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.
11. The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser or Consultant. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
12. The submission of the appraisal report constitutes completion of the services authorized and agreed upon unless other services are provided for in this agreement. Such report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings, unless otherwise defined herein. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work. A payment agreement must be reached in advance of the Appraiser providing such services.
13. Client shall not disseminate, distribute, make available or otherwise provide any appraisal report prepared hereunder to any third party (including without limitation, incorporating or referencing the report, in whole or in part, in any offering or other material intended for review by other parties) except to (a) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the report provided that either Appraiser has received an acceptable release from such third party with respect to such report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the report to such third party, (b) any third party service provider (including rating agencies and auditors) using the report in the course of providing services for the sole benefit of an Intended User, or (c) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, the receipt of a report by such party shall not confer any right upon such party to use or rely upon such report, and Appraiser shall have no liability for such unauthorized use or reliance upon such report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the report.

## **EXHIBIT A**

### **Data Requested**

Data to be furnished as applicable or available:

- Will advise

Additional information may be requested during the course of the assignment.

## COMPARABLE LAND SALES



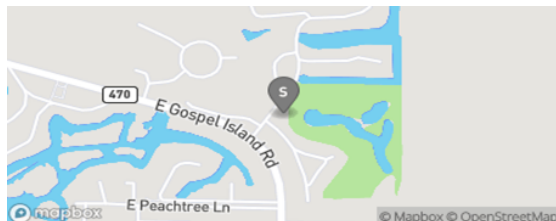
**Sale #1**
**ZenWoods Golf Club**

95 South Golf Harbor Path

Inverness, FL 34450-1930

Citrus County

BBG Property #1203418


**Property Data**
**Improvement Details**

Property Type/Use	Hospitality & Leisure Golf Course / Driving Range	Lat/Long	28.860681 / -82.2733
Parcel ID #	20E19S02 2A000	Number of Buildings	0
Year Built	0	Year Renovated	N/A
Quality		Condition	
Class		Construction Details	
Gross Building Area	0 SF	Rentable Area	0 SF
# Rooms	0		
Number of Stories	0	Floor Area Ratio	0.00
Opportunity Zone	No	Census Tract	4509.01
Site Size (Gross)	1,308,961 SF (30.05 acres)	Site Size (Net)	1,308,961 SF (30.05 acres)

**Sale Transaction Data for BBG Event #1381669 on 3/3/2025**

				PSF (GBA)	PSF (Rentable)	Per Room
Transaction Date	3/3/2025	Consideration	\$610,000	\$0.00	\$0.00	\$0
Sale Status	Closed	Adjustments	\$0	\$0.00	\$0.00	\$0
Occupancy at TOS	0%	Cash Equivalent Price	\$610,000	\$0.00	\$0.00	\$0
Property Rights	Fee Simple					
Transaction Component	Real Estate					
Tenancy	Single					
Grantor	RC Beck, LLC					
Grantee	Sunshine Fairways, LLC					
Comments	Sale of a golf course property in Inverness, Florida. The property was purchased for continued operation as a golf course. The					
Verification	4/21/2025					
	Public Records					

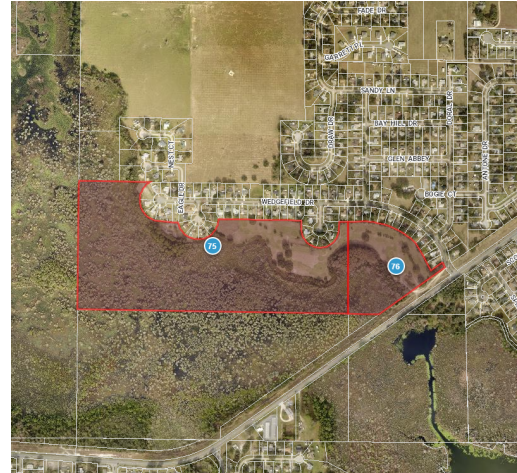
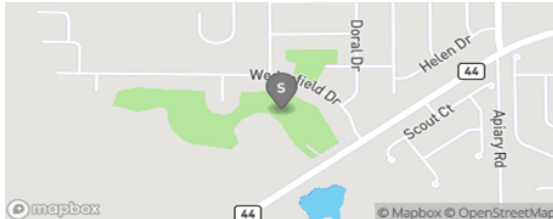
**Sale #2**
**Wedgewood Golf course**

12635 County Road 44

Grand Island, FL 32735-9291

Lake County

BBG Property #1203327


**Property Data**
**Improvement Details**

Property Type/Use	Hospitality & Leisure Golf Course / Driving Range	Lat/Long	28.879166 / -81.7481
Parcel ID #	31-18-26-0004-000-01700 31-18-26-0003-000-01300	Number of Buildings	0
Year Built	0	Year Renovated	N/A
Quality		Condition	
Class		Construction Details	
Gross Building Area	0 SF	Rentable Area	0 SF
# Rooms	0		
Number of Stories	0	Floor Area Ratio	0.00
Opportunity Zone	No	Census Tract	0303.06
Site Size (Gross)	3,345,408 SF (76.80 acres)	Site Size (Net)	982,278 SF (22.55 acres)

Sale Transaction Data for BBG Event #1381572 on 11/8/2024				PSF (GBA)	PSF (Rentable)	Per Room
Transaction Date	11/8/2024	Consideration	\$650,000	\$0.00	\$0.00	\$0
Sale Status	Closed	Adjustments	\$0	\$0.00	\$0.00	\$0
Occupancy at TOS	0%	Cash Equivalent Price	\$650,000	\$0.00	\$0.00	\$0
Property Rights	Fee Simple					
Transaction Component	Real Estate					
Tenancy	Single					
Grantor	John R. Haraz					
Grantee	JAT Investment Group Inc.					
Comments	Sale of a vacant golf course property. The property is about 60% wetlands with a nine-hole golf course. The property is zoned PUD as part of the adjoining residential subdivision, and must remain open space under the PUD approvals. The property may be used as a golf course but cannot be improved with additional structures. The listing broker confirmed that the contract price was \$750,000, and the buyers allocated \$650,000 to the real estate and \$100,000 to mowing equipment, golf balls, tractors, etc.					
Verification	4/21/2025 Lake County Zoning Department					

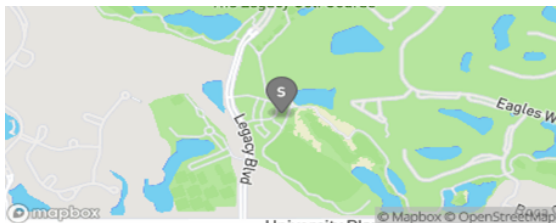
**Sale #3**
**Legacy Golf Club**

8255 Legacy Boulevard

Lakewood Ranch, FL 34202-2514

Manatee County

BBG Property #1179581


**Property Data**
**Improvement Details**

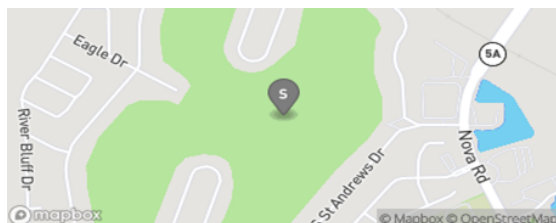
Property Type/Use	Hospitality & Leisure Golf Course / Driving Range	Lat/Long	27.389889 / -82.4155
Parcel ID #	5884-0108-9, 5884-0143-9, 5884-0150-9, 5884-0107-9, 5884-0111-9, 5884-0155-9, 5884- 0117-9, 5884-0137-9, 5884-0128-9, 5884-0147-9, 5884- 0112-9	Number of Buildings	1
Year Built	1997	Year Renovated	N/A
Quality	Average	Condition	Average
Class	Class C	Construction Details	
Gross Building Area	13,110 SF	Rentable Area	13,110 SF
# Rooms	0	Land to Building Ratio	428.62
Number of Stories	1	Floor Area Ratio	0.00
Opportunity Zone	No	Census Tract	0020.16
Site Size (Gross)	5,619,240 SF (129.00 acres)	Site Size (Net)	5,619,240 SF (129.00 acres)

**Sale Transaction Data for BBG Event #1357265 on 3/13/2024**

				PSF (GBA)	PSF (Rentable)	Per Room
Transaction Date	3/13/2024	Consideration	\$3,167,500	\$241.61	\$241.61	\$0
Sale Status	Closed	Adjustments	\$0	\$0.00	\$0.00	\$0
Occupancy at TOS	100%	Cash Equivalent Price	\$3,167,500	\$241.61	\$241.61	\$0
Property Rights	Fee Simple					
Transaction Component	Real Estate					
Tenancy	Owner					
Grantor	Legacy Golf Holdings, LLC					
Grantee	HGC Lakewood Ranch, LLC					
Record Info	202441025167					
Comments	Course length is 6,958 yards, with a 74.0 rating and a 145 slope. The course was purchased for renovations and continued use as a golf course.					
Verification	4/8/2025					
	Press Release					

**Sale #4**
**Tomoka Oaks Golf Course**

20 Tomoka Oaks Boulevard  
 Ormond Beach, FL 32174-3843  
 Volusia County  
 BBG Property #1203411



Property Data						
Improvement Details						
Property Type/Use	Hospitality & Leisure Golf Course / Driving Range	Lat/Long	29.294393 / -81.0934			
Parcel ID #	324207000010	Number of Buildings	0			
Year Built	0	Year Renovated	N/A			
Quality		Condition				
Class		Construction Details				
Gross Building Area	0 SF	Rentable Area	0 SF			
# Rooms	0					
Number of Stories	0	Floor Area Ratio	0.00			
Opportunity Zone	No	Census Tract	0808.07			
Site Size (Gross)	6,362,374 SF (146.06 acres)	Site Size (Net)	6,362,374 SF (146.06 acres)			
Sale Transaction Data for BBG Event #1381681 on 4/21/2021						
		PSF (GBA)	PSF (Rentable)	Per Room		
Transaction Date	4/21/2021	Consideration	\$2,600,000	\$0.00	\$0.00	\$0.00
Sale Status	Closed	Adjustments	\$0	\$0.00	\$0.00	\$0.00
Occupancy at TOS	0%	Cash Equivalent Price	\$2,600,000	\$0.00	\$0.00	\$0.00
Property Rights	Fee Simple					
Transaction Component	Real Estate					
Tenancy	Single					
Grantor	EJTS Holding, LLC					
Grantee	Triumph Oaks of Ormand Beach I, LLC					
Comments	Sale of a golf course property in Ormond Beach. The property was purchased by a developer who attempted to rezone the property to allow single family development. The rezoning application was denied in April of 2024.					
Verification	4/21/2025 Secondary Sources					

## **APPRAISER QUALIFICATIONS AND LICENSE**



## Profile

Eric Hoening, MAI is a Senior Managing Director in Florida for BBG covering key MSAs including Tampa Bay, Orlando, Southwest Florida, Jacksonville, North Florida and the panhandle, and the Florida Keys. He has over 25 years of experience in the real estate industry specializing in valuation, financial analysis, consultation, complex sensitivity modeling, discounted cash flow analysis, real estate and tangible tax appeals, market and feasibility studies, highest and best use analyses, and appraisal review.

Preceding BBG, Eric was the Director of Valuation and Advisory Services for JBM Institutional Multifamily Advisors where his primary responsibilities included sourcing asset dispositions, financial analysis, underwriting for existing apartment investments, new construction, land development opportunities and fractured condominiums. These skills were integral in the developing of BOV (Broker Opinion of Value) proposals, offering memorandums and dynamic marketing campaigns. Other responsibilities included tracking development pipelines, construction, operational trends and disposition activity. Another key role is as a transaction manager coordinating between buyer and seller throughout the engagement, marketing, due diligence, closing and post-closing periods. During this 2.5-year tenure, Eric was directly involved in transaction activity that totaled approximately 16,000 multifamily units and a volume of \$1.65 billion.

Other previous experience includes senior appraiser positions at Tropical Realty Appraisal Services, Gillis & Associates and R/E Marketing Consultants. Each of these Florida based firms focused on valuation and consultation of every segment of real estate including multifamily, retail, hospitality, office, industrial, special purpose properties, and all types of vacant land. Engagements ranged traditional fee-based appraisals and consultations to complex eminent domain and litigation assignments.

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## Professional Affiliations

Appraisal Institute  
MAI Designation

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## Licences

### Certified General Real Estate Appraiser

State of Alabama	(License No. G01443)
State of Florida	(License No. RZ2406)
State of Georgia	(License No. 342304)
State of New York	(License No. 46000053107)
State of Ohio	(License No. ACGO.2019005571)
State of Tennessee	(License No. 6033)

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## Education

Florida State University, Bachelor of Science, 1994, Majors in Real Estate and Entrepreneurship/Small Business Management

The Florida State University Real Estate program offered various courses in several real estate disciplines including appraisal, market analysis, and the legal environment. All continuing education requirements have been completed for the Appraisal Institute and respective state licensing boards. Numerous courses and seminars have been attended and completed throughout the 25+ year career.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**HOENING, ERIC CHARLES**

201 N FRANKLIN ST STE 1850  
TAMPA FL 33602

**LICENSE NUMBER: RZ2406**

**EXPIRATION DATE: NOVEMBER 30, 2026**

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## Profile

Drake DeRango is an Appraiser at BBG in the Jacksonville office. He has experience in the valuation of a variety of property types including medical and professional office buildings, retail buildings, distribution centers, hotels, shopping centers, restaurants, and special use properties.

Prior to joining BBG, Mr. DeRango was a Senior Analyst at JLL Valuation and Advisory Services where he performed commercial appraisal and advisory services for a variety of clients including lenders, private sector developers, and governmental entities for mortgage underwriting and portfolio valuation purposes.

Preceding his time at JLL, Mr. DeRango was an Analyst at Integra Realty Resources – Jacksonville where assignments included working with a team of appraisers on multiple property portfolios for right-of-way acquisition cases including eminent domain condemnation cases for the Florida Department of Transportation. Mr. DeRango has also worked with DeRango, Best and Associates in Orlando, Florida as an Analyst performing market rent studies and feasibility analysis for private sector developers as well as appraisal assignments for banking clients.

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## Professional Affiliations

Appraisal Institute

Candidate for MAI Designation

General Certified Appraiser:

State of Florida, Certified General Real Estate Appraiser (License No. RZ 4058)

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## Education

Bachelor of Science Finance, Financial Services, University of North Florida

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## Coursework

Appraisal Institute Courses:

General Appraiser Site Valuation and Cost Approach

General Appraiser Income Approach

General Appraiser Sales Comparison Approach

General Appraiser Report Writing and Case Studies

Florida Appraisal Laws and Regulations

Appraisal of Fast Food Facilities

Basic Hotel Appraising – Limited Service Hotels

Managing Appraiser Liability



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

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**DERANGO, DRAKE WALLACE**

6278 DUPONT STATION COURT  
UNIT 2  
JACKSONVILLE FL 32217

**LICENSE NUMBER: RZ4058**

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