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May 29, 2026

Columbia County, Florida
Board of County Commissioners
135 NE Hernando Avenue, Suite 203
Lake City, FL 32055

RE: City of Lake City, Florida purchase from Columbia County, Florida for North Florida Mega Industrial Park Wastewater Treatment Plant for \$1,591,405.00

Ladies and Gentlemen:

As counsel for the City of Lake City, Florida (the "City"), we have acted as legal counsel and closing agent for the purchase by the City from Columbia County, Florida ("County") pursuant to the City's duly adopted Resolution No. 2026-043, dated April 20, 2026, and the County's duly adopted Resolution No. 2026R-14, dated April 16, 2026. We have examined all proceedings of the City and the County in connection with the authorization and the delivery of the Agreement for Sale and Purchase of Certain Wastewater System Assets ("Agreement") between the City and the County. Based upon examination, we are of the opinion that:

- (a) The City is a duly created and validly existing municipality of the State of Florida, and is authorized by the Constitution and laws of the State to enter into transactions contemplated by the Agreement and to carry out its obligations thereunder;
- (b) The Resolution No. 2026-043 ("Resolution") has been duly adopted by the City, is in full force and effect, and the Resolution and Agreement are valid and binding obligations of the City enforceable in accordance with their terms, except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and to the exercise of judicial discretion.
- (c) The signatures of the officials which appear on the Resolution and are true and genuine and each individual holds the office set forth below his or her name;
- (d) The entering into and performance of the Resolution and Agreement will not violate any judgment, order, law or regulation applicable to City or result in any breach of, or constitute a default;

- (e) There are no actions, suits or proceedings pending or, to our knowledge, threatened against or affecting City in any court or before any governmental commission, board or authority which, if adversely determined, will have a material adverse effect on the ability of City to perform its obligations under the Resolution and Agreement;
- (f) The City has complied with all requirements applicable to this transaction; and
- (g) To the best of our knowledge, all representations made by the City in the Resolution and Agreement are true and accurate as of this date.

We have also examined the conveyance deed and related closing documents. Capitalized and undefined terms used herein shall have the meaning set forth in the Resolution and Agreement. The conveyance deed is being issued by the County pursuant to the Constitution and Statutes of the State of Florida, and other applicable provisions of law, and in accordance with the terms of the Agreement and the Resolution duly adopted by the County on April 16, 2026 (the "County Resolution") to provide for the sale of the subject property to the City.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Resolution and Agreement and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation. We have not undertaken an independent audit, examination, investigation or inspection of such matters and have relied solely on the facts, estimates and circumstances described in such proceedings and certifications. We have assumed the genuineness of signatures on all documents and instruments, the authenticity of the documents submitted as originals, and the conformity to originals of documents submitted as copies.

The Resolution and Agreement are limited, special obligations of the City, all in the manner and as defined in the Resolution and Agreement.

The opinions set forth below are expressly limited to, and we opine only with respect to, the laws of the State of Florida.

Based upon this examination, we are of the opinion that, under existing law:

1. As of the date hereof, the City has duly performed all obligations to be performed by it pursuant to the Resolution and Agreement.
2. The City has the requisite power and authority to purchase the property, to budget and appropriate sufficient funds in accordance with Florida law to pay such payment due under

the Resolution and Agreement and other related amounts as they come due to acquire the property and to execute and deliver the Agreement and to perform its obligations under the Agreement.

3. The conveyance deed has been duly authorized, executed and delivered by the County, and is a valid and binding conveyance of the County enforceable in accordance with its terms.

4. It is to be understood that the rights of the County under the conveyance deed and the enforceability thereof may be subject to the exercise of judicial discretion in accordance with the general principals of equity, to the valid exercise of the sovereign police powers of the State of Florida and the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

Our opinions expressed herein are predicated upon present law, facts and circumstances; and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

This opinion is issued for the benefit of, and may be relied only upon by the Board of County Commissioners of Columbia County, Florida, or its assignees.

Respectfully submitted,

Guy W. Norris
For the Firm

GWN:slr