

RESOLUTION NO. 2006- 464

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT FOR AN EXCHANGE OF REAL PROPERTY PURSUANT TO SECTION 125.37, FLORIDA STATUTES, IN CONNECTION WITH THE ABANDONMENT OF EXISTING VACANT WELL SITES AND CONSTRUCTION OF A NEW WELL SITE LOCATED OFF WATER PLANT ROAD AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SAID EXCHANGE AGREEMENT.

WHEREAS, St. Johns County and Rayonier Forest Resources, LP, a Delaware limited partnership, (**Rayonier**) are desirous of entering into an Exchange Agreement attached hereto as Exhibit "A", incorporated by reference and made apart hereof, whereby Rayonier will convey to the County a parcel needed for a proposed new well site and easements needed for the existing well sites; and

WHEREAS, the St. Johns County Utility Department needs to install a new well in the well field located off Water Plant Road to supply water to the future reverse osmosis water treatment plant. The location of the proposed new well was specified in the design of the new plant and was chosen to allow for the proper spacing and rotation of the wells and thereby maintain the level of raw water quality the new membrane system needs to function as designed; and

WHEREAS, in exchange the County will convey to Rayonier two (2) vacant well sites that have never had a well constructed on them and are not suitable for the installation of the deeper wells needed for the new treatment plant; and

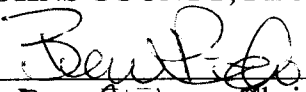
WHEREAS, the proposed exchange of real property has been advertised in accordance with Section 125.37, Florida Statutes.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of St. Johns County, Florida, as follows:

1. The above recitals are incorporated in the body of this resolution and such recitals are adopted as findings of fact.
2. The terms and conditions of the Exchange Agreement are hereby approved by the Board of County Commissioners and the County Administrator is authorized to execute said Exchange Agreement.
3. The Clerk of Circuit Court is instructed to file the Exchange Agreement in the public records of St. Johns County, Florida.

PASSED AND ADOPTED, this 12th day of December, 2006.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

LAND EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this "Agreement") is made this ____ day of _____, 2006, by and between **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership, ("Rayonier"), whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034, and **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084.

RECITALS

A. The County owns certain parcels of real property located off of County Road 214 in St. Johns County, Florida which have never had a well constructed ("vacant well sites"), and other parcels which do have existing wells on such parcels ("existing well sites"). The County acquired these vacant and existing well sites from Rayonier's predecessor in title, Jefferson Smurfit, and as well acquired certain easements to access both the vacant well sites and existing well sites. The County plans to abandon the vacant well sites and an easement running along the north boundary of Section 19 from well site #1 to well site #3; and

B. Rayonier is the owner of the parcel of land surrounding the existing well sites and the vacant well sites, and as well is the owner of a parcel needed for a proposed new well site ("proposed TR-48"). In exchange for the conveyance to it of the vacant well sites and the abandonment of the easement between well site #1 and well site #3, Rayonier is willing to revise certain existing easements needed for the existing well sites from 20 feet to 40 feet in width, add a new easement to existing well site #2, and is willing to transfer to the County the parcel needed for proposed TR-48. The vacant well sites to be conveyed to Rayonier and the easement to be abandoned are depicted on Exhibit "A", attached hereto, incorporated by reference and made a part hereof. The revised easements and new easement to the existing well sites to be granted to the County and the parcel needed for proposed TR-48 to be conveyed to the County, are depicted on Exhibit "B", attached hereto, incorporated by reference and made a part hereof; and

C. The parties are desirous of entering into an agreement whereby Rayonier will revise the existing easements from 20 feet to 40 feet in width for the existing well site parcels, enter into an new easement agreement for well site #2 and convey the parcel for proposed TR-48, and the County will convey to Rayonier the vacant well site parcels and abandon the easement between well site #1 and well site #3. At a future date, following certain construction activities of the County, certain other parcels previously conveyed to the County by Smurfit will be conveyed to Rayonier, and the County may wish to obtain an additional well site in return. It is the intent of the parties that those issues be addressed in a separate agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements made herein, the County and Rayonier agree as follows:

1. **RECITALS.** The parties agree that that matters set forth in the Recitals are true and correct and incorporated herein by reference.

2. **CONVEYANCE OF PROPERTY.** County shall convey title to the vacant well site parcels to Rayonier by County deed, and shall abandon the easement between well site #1 and well site #3 by County or Quit Claim Deed, and Rayonier shall revise and grant easements to the existing well site parcels including well site #2 by new Grants of Easement, and shall convey proposed TR-48 to the County by Quit Claim Deed, all upon Rayonier's standard forms. The parcels are in exchange for each other and have been advertised in accordance with Section 125.37, Florida Statutes.

3. **DEFAULT.**

a. Default by Rayonier. If Rayonier defaults in performance of any of its obligations in this Agreement or breaches any warranty or representation, the County may, at its option, either terminate this Agreement or sue for specific performance. These are the sole and exclusive remedies of the County in the event of a breach by Rayonier.

b. Default by the County. If the County defaults in performance of any of the County's obligations in this Agreement, Rayonier may, at its option, either terminate this Agreement or sue for specific performance. These are the sole and exclusive remedies of Rayonier in the event of a breach by the County.

Neither party shall be entitled to attorneys fees in the event of a breach, nor shall they be entitled to damages of any nature, whether actual, direct, consequential, punitive or otherwise.

4. **REPRESENTATION AND WARRANTIES BY COUNTY.** County hereby represents and warrants to Rayonier as follows:

a. County is a public body corporate and politic organized under the laws of the State of Florida and it has full power and authority to execute this Agreement and to perform the obligations of the County hereunder; the individual executing this Agreement on behalf of the County is authorized and empowered to execute this Agreement on behalf of the County; and the execution of this Agreement by said individual shall bind the County to the terms and conditions of this Agreement.

b. There is no litigation or administrative proceeding pending or threatened which affects the title to the exchange parcel or any portion thereof.

c. The County knows of no violations of any federal, state or local law, ordinance, regulation, rule, statute, or code affecting the vacant well site parcels and the County has not received notice of any such violation.

d. The County is the owner of the vacant well site parcels that are to

be conveyed to Rayonier.

5. INSPECTION PERIOD AND GRANT OF EASEMENTS.

a. County Inspection. The County shall have the right for sixty (60) days from the latter of the receipt of the Survey or delivery of the last of the Title Commitments ("Inspection Termination Date") to enter upon the easement areas and proposed TR-48 for the purpose of physical inspection and conducting surveys to determine the easement area and proposed TR-48 suitability for County's intended purpose. Rayonier hereby gives County the right to enter upon, test and inspect the easement area and proposed TR-48 at County's sole cost and risk. The County agrees to provide Rayonier with copies of all reports conducted on the easement areas and the proposed TR-48 parcel. If the County determines that the easement areas and proposed TR-48 are unsuitable, in its sole discretion, the County may terminate this Agreement by providing written notice to Rayonier prior to the Inspection Termination Date, and all obligations, rights and liabilities of the parties with respect to this Agreement shall cease and terminate.

b. Rayonier Inspection. Rayonier shall have sixty (60) days from the latter of the receipt of the Survey or delivery of the last of the Title Commitments ("Inspection Termination Date") to enter upon the vacant well site parcels for the purpose of physical inspection and conducting surveys, studies and tests or assessments including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Vacant Well Site Parcels' suitability for Rayonier's intended purpose. County hereby gives Rayonier the right to enter upon, test and inspect the vacant well site parcels at Rayonier's sole cost and risk. Rayonier agrees to provide County with copies of all reports conducted on the vacant well site parcels. If Rayonier determines that the vacant Well Site Parcels are unsuitable, Rayonier may terminate this Agreement by providing written notice to County prior to the Inspection Termination Date, and all obligations, rights and liabilities of the parties with respect to this Agreement shall cease and terminate.

c. Grant of Easements. As soon as possible after execution of this Agreement by both parties, and upon approval by County, Rayonier shall execute the new Grants of Easement to County in order to permit County to begin widening of the existing easements and construction of the easement to well site #2 prior to expiration of the inspection period and prior to the conveyance of parcels between the parties.

6. SURVEY AND TITLE.

(a) Survey and Title Deliveries. The County, at its sole cost and expense, has ordered a boundary survey of both the vacant well site parcels and the revised and new Easements and proposed TR-48 (the "Survey"). The legal descriptions provided in the Survey and agreed to between the parties shall be attached to the respective deeds and Grants of Easement at closing. The County shall deliver a copy of the Survey to Rayonier upon receipt of the final Survey from the surveyor. Within thirty

(30) days of the Effective Date of this Agreement, the County shall deliver a title commitment for the vacant well site parcels to Rayonier (the "Vacant Well Sites Commitment") and the County shall deliver a title commitment for the easements and proposed TR-48 to Rayonier (the "Easement and proposed TR-48 Well Site Commitment"). The Title Commitments shall be delivered together with copies of all exceptions referred to therein. The Title Commitments shall commit to insure the fee simple title to the property described therein, subject only to liens for current taxes and assessments which are not yet due and payable, and such other exceptions referred to in the Title Commitments, if any, that are not material or adverse to the title to the property or the intended uses thereof (the "Permitted Encumbrances").

(b) Defects in Title and Survey. If the Title Commitments or Survey discloses any defects in title which are not acceptable to the respective party, then the objecting party shall deliver written notice to the other party within twenty (20) days after the receipt of the last of the Title Commitment and the Survey. The party owning the parcel at issue agrees to use diligent efforts to correct the defects within forty-five (45) days. If the party owning the parcel at issue is unsuccessful in removing the defects within said time then the objecting party shall have the option to terminate this Agreement, thereupon releasing County and Rayonier from all further obligations under this Agreement.

7. **CLOSING COSTS.** The County shall pay the cost of the title policies issued pursuant to the Commitment, the cost of recording the deeds, and all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel.

8. **CLOSING DATE.** The closing shall occur on or before the date that is fifteen (15) days after the Inspection Termination Date (the "Closing Date").

9. **REPRESENTATION AND WARRANTIES BY RAYONIER.** Rayonier hereby represents and warrants to the County as follows:

a. Except as set forth in this Agreement, to Rayonier's knowledge there is no litigation or administrative proceeding pending or threatened which affects the Easement Area or proposed TR-48 or any portion thereof.

b. Rayonier knows of no violations of any federal, state or local law, ordinance, regulation, rule, statute, code affecting the Easement Area or proposed TR-48 and Rayonier has not received notice of any such violation.

c. Rayonier is the owner of the Easement Areas that are to be granted to the County.

10. **ENTIRE AGREEMENT; AMENDMENTS.** The parties hereto agree that the entire agreement between the parties is set forth in this Agreement. This instrument may be amended only by an instrument in writing signed by the persons who are the then owners of the fee simple title to the Vacant Well Site Parcels and the

Easements needed to the Existing Well Site Parcels and proposed TR-48.

11. **WAIVER.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates shall not be deemed to be a continuing waiver or waiver of any future matter.

12. **TIME OF ESSENCE.** Time is of the essence with respect to the provisions of this Agreement which provide time periods for the taking of actions by the parties.

13. **NOTICES.** All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be served by personal delivery, reputable overnight courier service or facsimile (followed promptly by hard copy) at the addresses set forth below:

As to Rayonier: Rayonier Forest Resources, L.P.
 Tracy K. Arthur, Esquire
 1901 Island Walkway
 Fernandina Beach, FL 32034

As to the County: St. Johns County, a political subdivision of the State of
 Florida
 Attn: Real Estate Division
 4020 Lewis Speedway
 St. Augustine, Florida 32084

Any notice or demand such served shall constitute proper notice hereunder upon delivery if delivered personally, upon receipt of confirmation if delivered by facsimile, or one business day after deposit with overnight courier.

14. **SUCCESSORS AND ASSIGNS.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. **EXHIBITS.** All Exhibits attached hereto are incorporated herein by reference to the same extent as if such exhibits were included in the body of this Agreement verbatim.

16. **NO RECORDING.** Neither this Agreement nor any notice memorandum or other notice or document related hereto other than the deeds exchanging the parcels shall be recorded without prior written consent of both Rayonier and the County.

IN WITNESS WHEREOF, The County and Rayonier have each caused this Agreement to be executed and delivered by their duly appointed officers, the day and year first above

written.

Witnesses:

Witness Name: _____

Witness Name: _____

Witness Name: _____

Witness Name: _____

**RAYONIER FOREST RESOURCES,
L.P.**, a Delaware limited partnership

By its managing general partner
Rayonier Timberlands Management, LLC

By: _____

Name: _____

Its: _____

ST. JOHNS COUNTY, FLORIDA

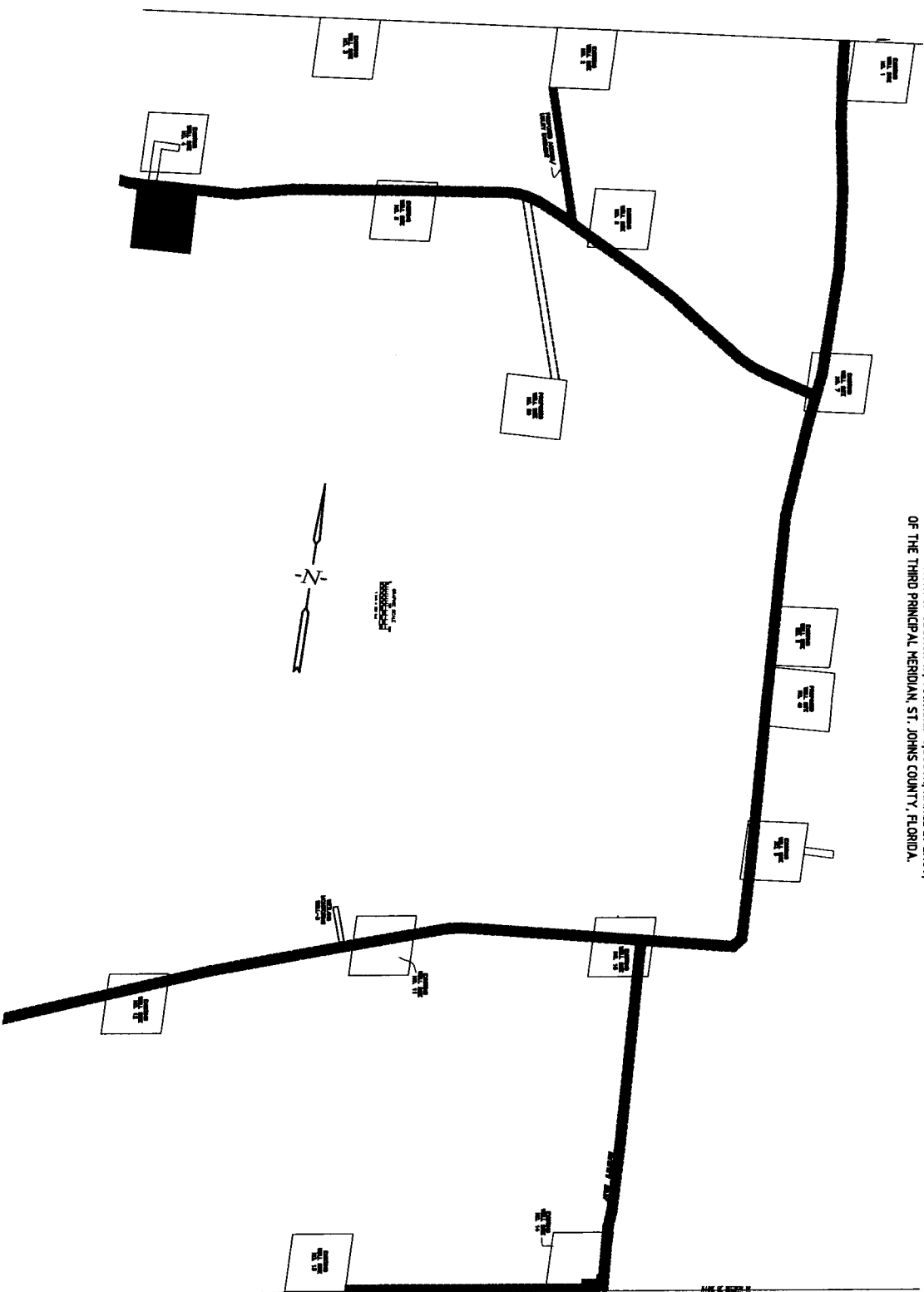
A political subdivision of the State of
Florida

By: _____

Ben W. Adams, Jr.

County Administrator

EXHIBIT "B"
 SHOWING NEW WELL SITES AND NEW EASEMENTS TO BE CONVEYED TO ST. JOHNS COUNTY
 BEING A PORTION OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST,
 OF THE THIRD PRINCIPAL MERIDIAN, ST. JOHNS COUNTY, FLORIDA.

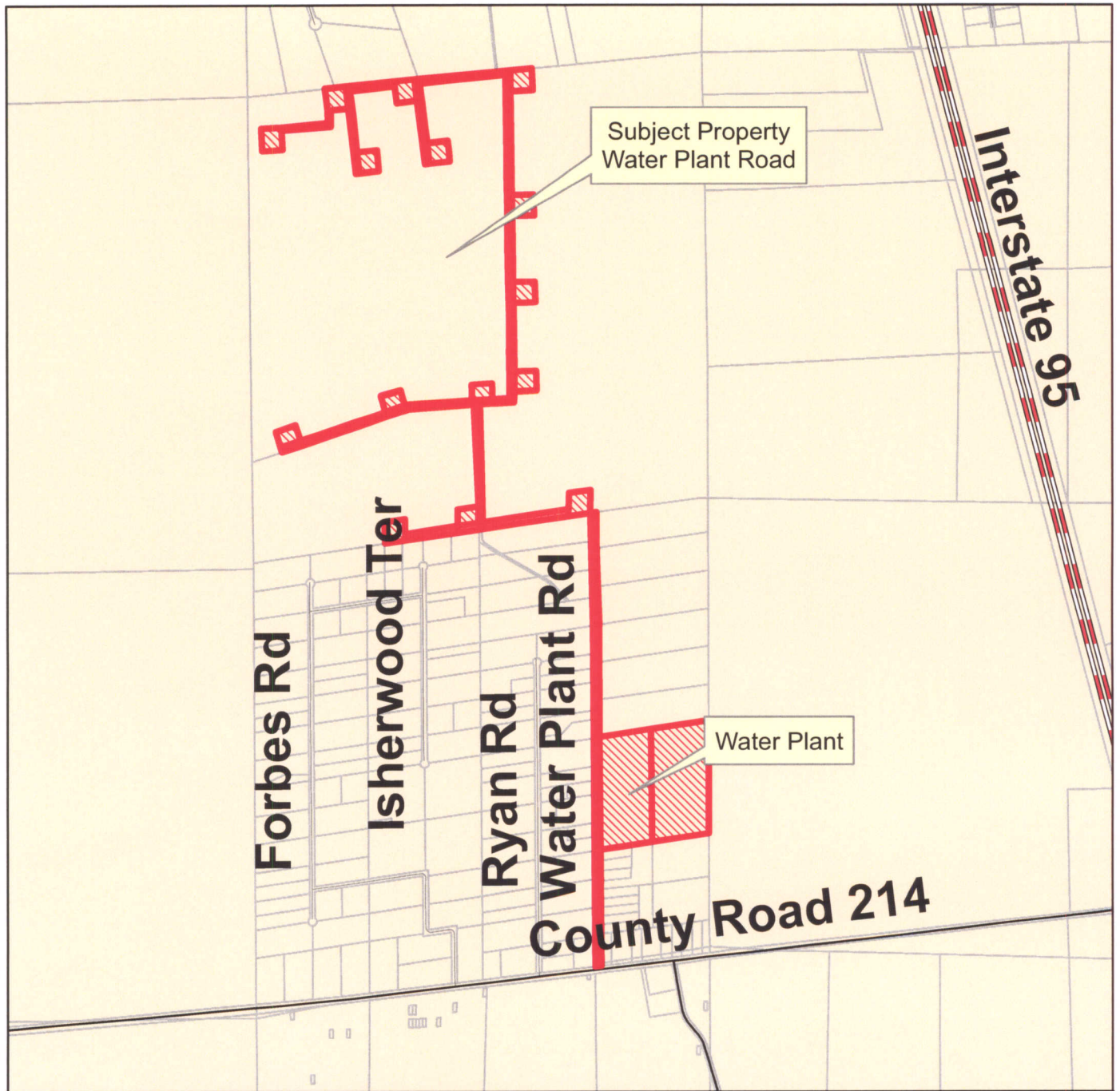


PROJECT NUMBER
392-041
 DATE: 09/11/08
 SCALE: 1"=200'

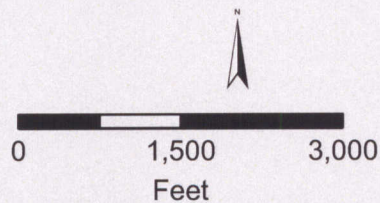
CERTIFIED TO:
 ST. JOHNS COUNTY UTILITY DEPARTMENT

DESIGNED BY: P. E. WORTHINGTON
 CHECKED BY: A. D. BRADSHAW
 DATE: 09/11/08
 SCALE: 1"=200'

PRIVETT-NILES and ASSOCIATES, INC.
 SURVEYING AND MAPPING CONSULTANTS
 LICENSED BUSINESS NO. 69224
 3000 N. PONCE DE LEON BOULEVARD, SUITE "C"
 ST. AUGUSTINE, FLORIDA 32084



**GENERAL
LOCATION MAP**



Map Prepared: 11/9/2006

*Depicts General Project Boundary

**Exchange
Agreement
For
Water Plant Rd
Well Field**

File: BCC 2006_1128



St. Johns County
Land Mgmt. Systems
Real Estate