

RESOLUTION NO. 2009- 2

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

WHEREAS, St. Johns County and Rayonier Forest Resources, LP, a Delaware limited partnership, (**Rayonier**) are desirous of entering into a Land Exchange Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof, whereby Rayonier will convey to the County two parcels needed for future well sites and an access easement needed for one of the well sites; and

WHEREAS, the St. Johns County Utility Department needs to install two new wells in the existing well field located off of Water Plant Road to supply water to the reverse osmosis water treatment plant. The location of the proposed new wells was specified in the design of the new treatment 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 five (5) recently abandoned well sites that had a shallow well constructed on them and are not suitable for the installation of the deeper wells needed for the new treatment plant; and

WHEREAS, to the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners; 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 Land Exchange Agreement are hereby approved by the Board of County Commissioners and the County Administrator is authorized to execute said Land Exchange Agreement.
3. The Clerk of Circuit Court is instructed to file the Land Exchange Agreement in the public records of St. Johns County, Florida.

PASSED AND ADOPTED, this 6th day of January, 2009.

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

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk

By: Robin L. Platt
Deputy Clerk

RENDITION DATE 1/9/09

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT ("Agreement") is made this ____ day of _____, 2008, 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. County owns certain parcels of real property in St. Johns County, Florida, described on the attached "Exhibit A", which contain active, inactive and proposed well sites ("Existing Well Sites"). County plans to abandon or reduce the size of the Existing Well Sites; and

B. Rayonier is the owner of the land surrounding the Existing Well Sites. Rayonier also owns real property, described on the attached "Exhibit B", on which the County has proposed new wells or additions to existing well sites ("Proposed Well Sites") and an easement for access to another well site ("Easement Property"); and

C. County has requested and Rayonier agrees that County shall convey the Existing Well Sites to Rayonier in exchange for Rayonier's conveyance of the Proposed Well Sites and an easement over the Easement Property to County.

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

1. **RECITALS.** The parties agree that the 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 Existing Well Sites to Rayonier by County deed, and Rayonier shall grant an easement over the Easement Property and shall convey the Proposed Well Sites to the County by Quit Claim Deed, all upon Rayonier's standard forms. The parcels shall be conveyed in exchange for each other and have been advertised in accordance with Section 125.37, Florida Statutes.

3. **INSPECTION PERIOD AND GRANT OF EASEMENTS.**

a. County Inspection. County shall have the right for ninety (90) days from execution of this Agreement ("Inspection Period") to enter upon the Easement Property and Proposed Well Sites for the purposes of physical inspection and to conduct surveys, at County's sole cost and risk. County agrees to provide Rayonier with copies of all reports resulting from its inspection of the Easement Property and Proposed Well Sites. If County determines that the Easement Property or Proposed Well Sites are

unsuitable for its intended use, in its sole discretion, County may terminate this Agreement by providing written notice to Rayonier prior to the end of the Inspection Period, and all obligations, rights and liabilities of the parties with respect to this Agreement shall cease and terminate.

b. Rayonier Inspection. Rayonier shall have the right, during the Inspection Period, to enter upon the Existing Well Sites for the purposes of physical inspection and to conduct surveys, studies and tests or assessments (including but not limited to Phase 1 environmental studies, real estate appraisals, and engineering analysis) to determine the suitability of the Existing Well Sites for Rayonier's intended purpose, at Rayonier's sole cost and risk. Rayonier agrees to provide County with copies of all reports resulting from its inspection of the Existing Well Sites. If Rayonier determines that the Existing Well Sites are unsuitable, Rayonier may terminate this Agreement by providing written notice to County prior to the end of the Inspection Period, and all obligations, rights and liabilities of the parties with respect to this Agreement shall cease and terminate.

4. **SURVEY AND TITLE.**

(a) Survey and Title Deliveries. County, at its sole cost and expense, shall obtain boundary surveys of the Existing Well Sites, the Easement Property and the Proposed Well Sites (each a "Survey" and collectively the "Surveys"). The legal descriptions provided in the Surveys and agreed to by the parties shall be attached to the respective deeds and grant of easement at closing. County shall deliver a copy of the Surveys to Rayonier upon receipt of the final Survey from the surveyor, but not later than thirty (30) days after the effective date of this Agreement ("Effective Date"). Within thirty (30) days after Effective Date, County shall deliver title commitments for the Existing Well Sites, the Proposed Well Sites, and the Easement Property to Rayonier (each a "Title Commitment" and collectively "Title Commitments"). 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 objectionable to Rayonier or County (the "Permitted Encumbrances").

(b) Defects in Title and Survey. If the Title Commitments or Surveys disclose any defects in title which are not acceptable to a 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 Commitments and the Surveys. The party owning the subject property agrees to use diligent efforts to correct the defects within forty-five (45) days. If that party is unsuccessful in removing the defects within said time then the objecting party may (a) terminate this Agreement, thereupon releasing County and Rayonier from all further obligations under this Agreement, or (b) accept the defects as Permitted Encumbrances and proceed to closing.

5. **CONDITION OF CLOSING.** Prior to closing, County shall complete abandonment of and plug any wells located within the Existing Well Sites, and file the appropriate closure documents with St. Johns River Water Management District. Rayonier shall have the right to inspect the Existing Well Sites and closure documents. If Rayonier is not satisfied that proper closure procedures have been followed, Rayonier shall deliver written notice to County. If County has not completed the proper closure procedures within 120 days after the Effective Date, Rayonier may terminate this Agreement, releasing County and Rayonier from all further obligations hereunder.

6. **CLOSING COSTS.** County shall pay the cost of the Surveys; the cost of the policies issued pursuant to the Title Commitments; the cost of recording the deeds; and all of the expenses incurred in connection with recording any documents necessary to consummate this Agreement. Each party shall bear the expense of its own legal counsel.

7. **CLOSING DATE.** The closing shall occur on or before the date that is fifteen (15) days after the end of the Inspection Period (the "Closing Date"), unless extended pursuant to the provisions of paragraphs 4(b) or 5.

8. **REPRESENTATION AND WARRANTIES OF COUNTY.** County hereby represents and warrants to Rayonier as that:

a. County is a political subdivision of the State of Florida with full power and authority to execute this Agreement and to perform the obligations of County hereunder; the individual executing this Agreement on behalf of County is authorized and empowered to execute this Agreement on behalf of County; and the execution of this Agreement by said individual shall bind 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 Existing Well Sites or any portion thereof.

c. County knows of no violations of any federal, state or local law, ordinance, regulation, rule, statute, or code affecting the Existing Well Sites and County has not received notice of any such violation.

d. County is the owner of the Existing Well Sites.

9. **REPRESENTATION AND WARRANTIES OF RAYONIER.** Rayonier hereby represents and warrants to County that:

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 Property or Proposed Well Sites or any portion thereof.

b. Rayonier knows of no violations of any federal, state or local law, ordinance, regulation, rule, statute, or code affecting the Easement Property or Proposed

Well Sites, and Rayonier has not received notice of any such violation.

c. Rayonier is the owner of the Easement Property and the Proposed Well Sites.

10. DEFAULT.

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

b. Default by County. If County defaults in performance of any of 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 default by County.

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

11. ENTIRE AGREEMENT; AMENDMENTS. The parties hereto agree that the entire agreement between the parties is set forth in this Agreement. This Agreement may be amended only by an instrument in writing signed by the parties.

12. 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 and shall not be deemed to be a continuing waiver or waiver of any future matter.

13. TIME OF ESSENCE. Time is of the essence of this Agreement.

14. 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 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 so 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.

15. **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.

16. **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.

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

IN WITNESS WHEREOF, 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:

Nancy Houston
print name: Nancy Houston

Kathleen Baker
print name: Kathleen Baker

**RAYONIER FOREST RESOURCES,
L.P.**, a Delaware limited partnership
by its managing general partner
Rayonier Timberlands Management, LLC
by: Larry Davis
print name: Larry Davis
its: Director, EFR

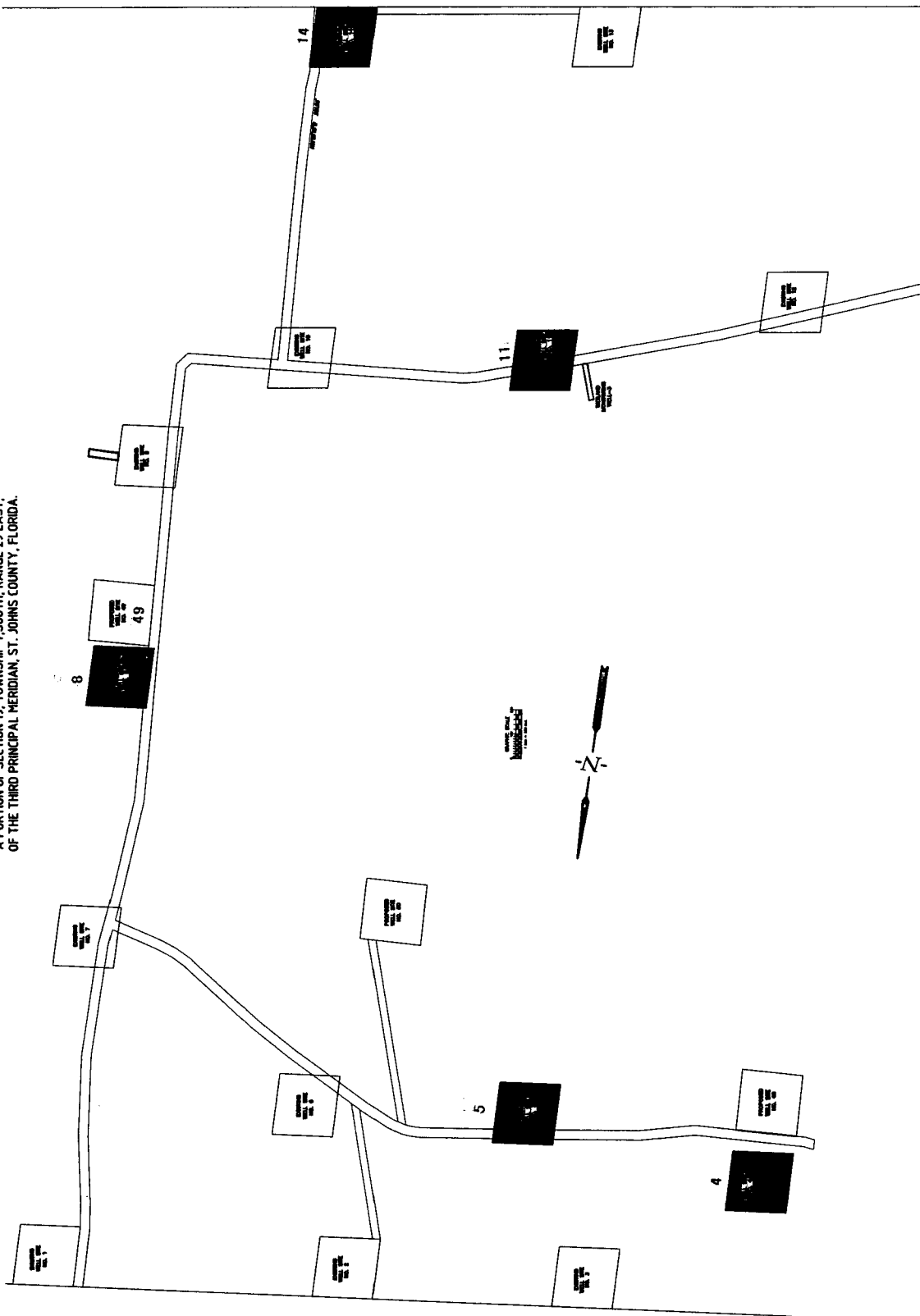
print name: _____

print name: _____

ST. JOHNS COUNTY, FLORIDA
A political subdivision of the State of
Florida
by: _____
Michael D. Wanchik
County Administrator

EXHIBIT "A"

SHOWING EXISTING WELL SITES TO BE CONVEYED TO RAYONIER
 A PORTION OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST,
 OF THE THIRD PRINCIPAL MERIDIAN, ST. JOHNS COUNTY, FLORIDA.



BRADSHAW-NILES and ASSOCIATES, INC.
 SURVEYING AND MAPPING CONSULTANTS
 LICENSED BUSINESS NO. 154
 3000 N. FORTY-SEVEN BOULEVARD, SUITE "D"
 ST. AUGUSTINE, FLORIDA 32084
 (904) 820-1800

REV	DATE	BY (OD)	DESCRIPTION

CHECKED BY: A.J. BRADSHAW
 FIELD BOOK/PAGE(S):
 DATE: 04/22/2008
 BY: (OD)
 DESCRIPTION:

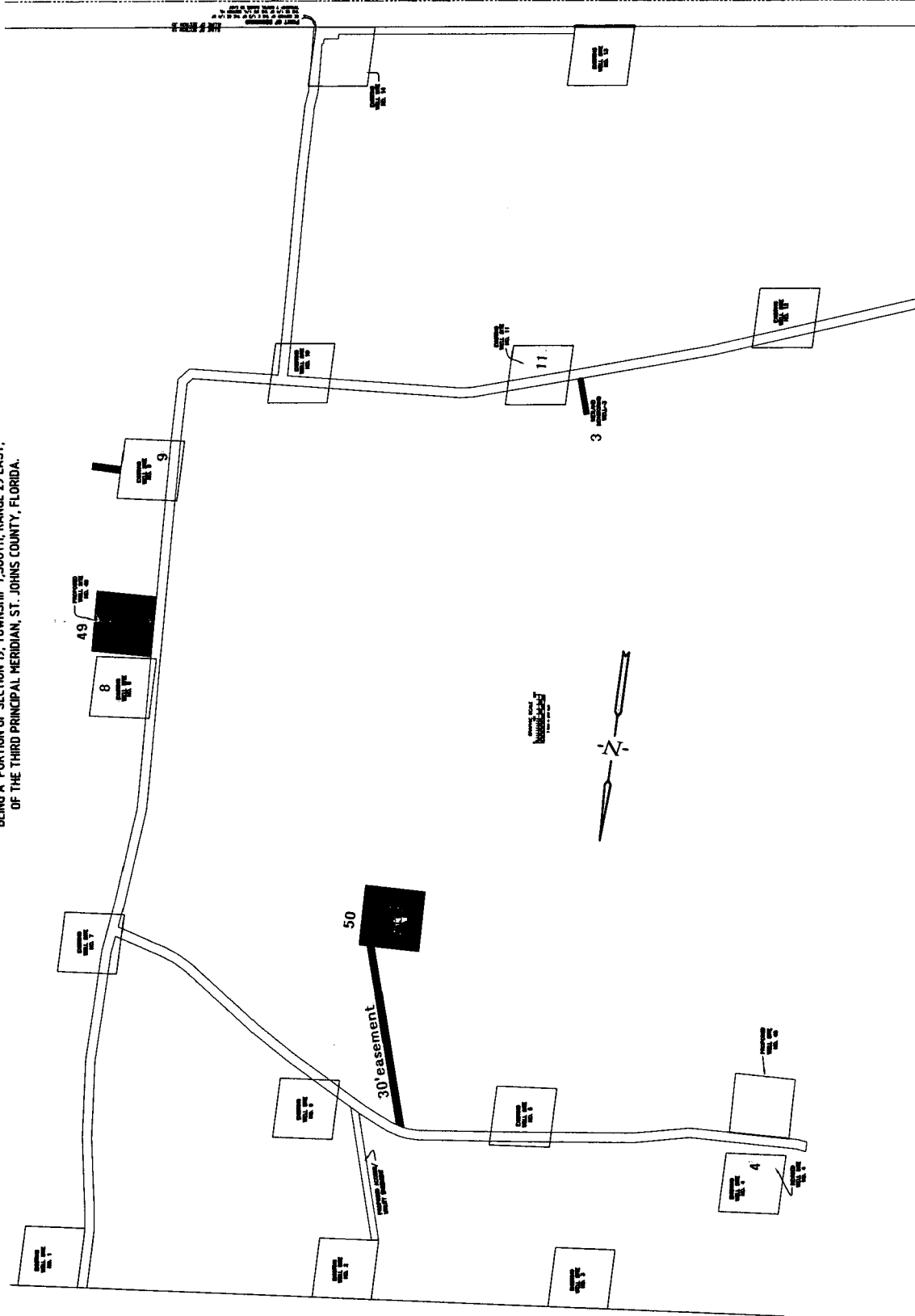
CERTIFIED TO:
 ST. JOHNS COUNTY UTILITY DEPARTMENT

THIS DRAWING IS PREPARED BY THE SURVEYOR OR HIS DEPUTY UNDER THE CLOSE SUPERVISION AND IS NOT VALID WITHOUT HIS SIGNATURE AND SEAL.

PROJECT NUMBER
392-041
 DATE: 04/22/2008
 SCALE: 1"=200'
 DRAWING NO. 392-041/PROP-CM2
 SHEET NO. 1/1

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.



BRADSHAW-NILES and ASSOCIATES, INC.
 SURVEYING AND MAPPING CONSULTANTS
 LICENSED BUSINESS NO. 6824
 3000 N. PONCE DE LEON BOULEVARD, SUITE "D"
 ST. AUGUSTINE, FLORIDA 32080
 (904) 829-2391

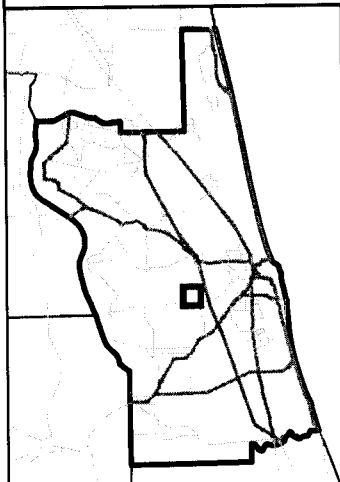
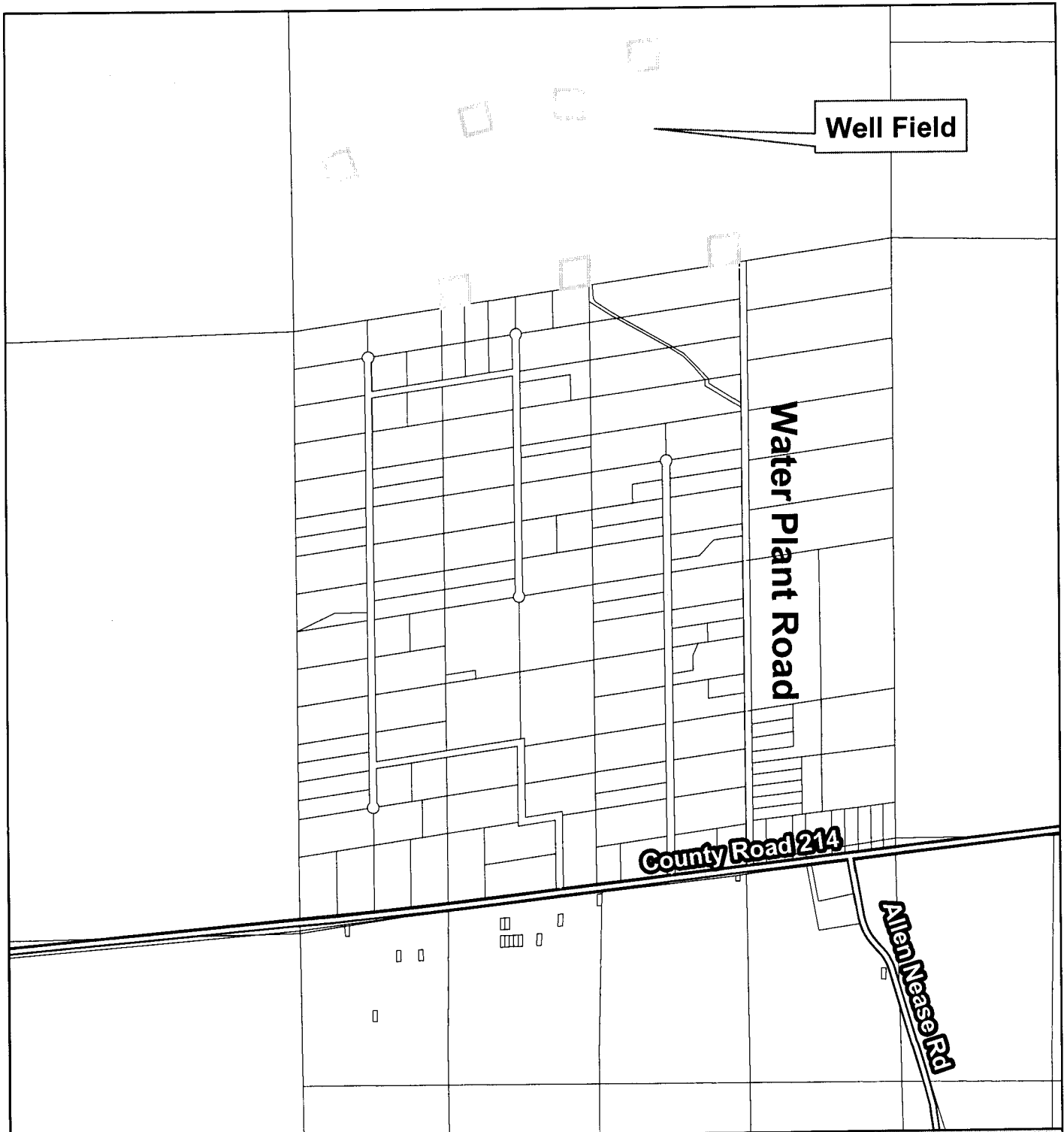
REV.	DATE	BY	CHKD.	DESCRIPTION

CERTIFIED TO:
 ST. JOHNS COUNTY UTILITY DEPARTMENT

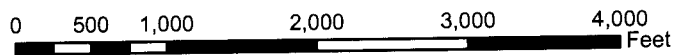
DATE: 04/23/2008
 SCALE: 1"=200'
 DRAWING NO.: 392-041/PROP-SITE
 SHEET NO.: 1/1

PROJECT NUMBER: 392-041
 DATE: 04/23/2008
 SCALE: 1"=200'
 DRAWING NO.: 392-041/PROP-SITE
 SHEET NO.: 1/1

ST. JOHNS COUNTY UTILITY DEPARTMENT
 CERTIFIED TO:
 ST. JOHNS COUNTY UTILITY DEPARTMENT



Well site exchange



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
December 2, 2008
(904) 209-0788



DISCLAIMER.
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.

Consolidated

The St. Augustine Record

COPY OF ADVERTISEMENT

PUBLISHED EVERY MORNING SUNDAY THRU SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **ULINDA E. VERSTRAATE**

who on oath says that she is an Employee of the St. Augustine Record,

a daily newspaper published at St. Augustine in St. Johns County, Florida:

that the attached copy of advertisement being a **NOTICE OF PROPOSED EXCHANGE OF CO. PROPERTY**

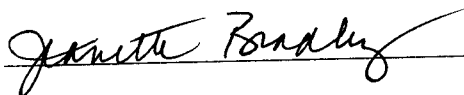
In/the matter of **SJC 7.17 ac /RAYONIER 3.48 ac**

L 3614-8 was published in said newspaper **DECEMBER 22,29, 2008**

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 30th day of DEC 2008.

by Ulinda E Verstraate who is personally known to me or who has produced **PERSONALLY KNOWN** as identification



(Signature of Notary Public)
JEANETTE BRADLEY

(Seal)

NOTICE OF PROPOSED EXCHANGE OF COUNTY PROPERTY

On Tuesday, January 6, 2009, the Board of County Commissioners of St. Johns County, Florida, in the St. Johns County Auditorium, County Administration Building, 500 San Sebastian View, St. Augustine, Florida, will consider and may take action on a Resolution approving an exchange of real property between St. Johns County (owner of approximately 7.17 acres of property described in Exhibit "A" of the County Deed) and Rayonier Forest Resources, L.P., a Delaware limited partnership (owner of approximately 3.48 acres described in Exhibit "A" of the Quit Claim Deed). This exchange of property will provide a new location for the installation of two reverse osmosis wells and access to one of the well sites that has no access. The vacant well sites to be conveyed from St. Johns County to Rayonier are unsuitable for the new wells because of limited access and their proximity to the existing wells.

The proposed legal descriptions and maps of the real property to be exchanged are shown in the Exhibits of the Resolution which are available for inspection by the public in the Office of the Clerk of Courts, Ex-Officio Clerk to the Board of County Commissioners located in the St. Johns County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida.

NOTICE OF PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing special accommodations to participate in these proceedings should contact, ADA Coordinator, at 904-209-0650 or at the County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084. For hearing impaired individuals: Florida Relay Service: 1-800-955-8770 no later than 5 days prior to the date of the meeting.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, ITS CLERK
By: Yvonne King, Deputy Clerk
L3614-8 Dec 22, 29, 2008