

RESOLUTION NO. 2021- 11

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR TO EXECUTE A LAND EXCHANGE AGREEMENT PURSUANT TO SECTION 125.37, FLORIDA STATUTES, IN CONNECTION WITH THE RELOCATION OF A FUTURE WELL SITE LOCATED OFF WATER PLANT ROAD.**

**RECITALS**

**WHEREAS**, St. Johns County owns future well site #50 by virtue of a Quit Claim Deed provided by Rayonier Forest Resources, L.P. ("Rayonier"), recorded in OR Book 3177, Page 705, of the public records of St. Johns County, Florida; and

**WHEREAS**, Rayonier owns the land surrounding future well site #50; and

**WHEREAS**, Rayonier's new borrow pit may obstruct the St. Johns County Utility Department's ("SJCUD") access to future well site #50; and

**WHEREAS**, SJCUD and Rayonier have agreed to relocate the future well site to a mutually acceptable location and are desirous of entering into a Land Exchange Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

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

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

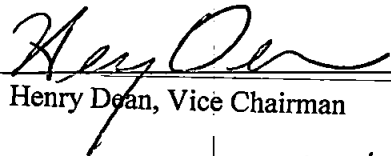
1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.
2. The Board of County Commissioners hereby approves the terms and conditions of the Land Exchange Agreement and authorizes the Chair to execute the Land Exchange Agreement, County Deed and Notice of Release and Termination of Easement, and accept the Quit Claim Deed and Well Site Access and Utility Easement in substantially the same form and format.

3. To the extent that there are typographical, scrivener or administrative 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.

4. The Clerk of Court is instructed to record the Land Exchange Agreement, County Deed, Notice of Release and Termination of Easement, Quit Claim Deed, and Well Site Access and Utility Easement in the public records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 19 day of January, 2021.

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

By:   
Henry Dean, Vice Chairman

**RENDITION DATE** 1/21/21

**ATTEST:** Brandon J. Patty, Clerk  
Clerk of the Circuit Court & Comptroller

  
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

**LAND EXCHANGE AGREEMENT**

**THIS LAND EXCHANGE AGREEMENT** ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership ("Rayonier"), whose address is 1 Rayonier Way, Wildlight, Florida 32097, and **ST. JOHNS COUNTY, FLORIDA**, ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

**RECITALS**

A. By virtue of a Quit Claim Deed provided by Rayonier, recorded in OR Book 3177, Page 705, of the public records of St. Johns County, Florida, the County owns a certain parcel of real property in St. Johns County, Florida, described on attached "Exhibit A", which contains Proposed Well Site 50 ("Well Site 50"); and

B. Rayonier's proposed borrow pit may obstruct the County's access to Well Site 50. Rayonier and the St. Johns County Utility Department have agreed to relocate the well site to a mutually acceptable location; and

C. Rayonier is the owner of the real property described on attached Exhibit "B"; and

D. The County agrees to convey Well Site 50 to Rayonier in exchange for Rayonier's conveyance of a New Proposed Well Site 50 ("New Well Site 50") of the same size and shape, including an access and utility easement ("Easement Property").

**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 the matters set forth in the Recitals are true and correct and incorporated herein by reference.

2. **CONVEYANCE OF PROPERTY.** The County shall convey title to Well Site 50 to Rayonier and terminate the associated easement by executing a County Deed and a Notice of Release and Termination of Easement, attached hereto as Exhibits "C" and "D", respectively, and Rayonier shall convey title to the New Well Site 50 and an access and utility easement to the County by executing a Quit Claim Deed and a Well Site Access and Utility Easement, attached hereto as Exhibits "E" and "F", respectively. 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.** The County shall have the right for ninety (90) days from execution of this Agreement ("Inspection Period") to enter upon the New Well Site 50 and the Easement Property 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 New Well Site 50 and the Easement property for the County's intended purpose, at the County's sole cost and risk. The County agrees to provide Rayonier with copies of all reports resulting from its inspection of the New Well Site 50 and Easement Property. If the County determines that the New Well Site 50 or Easement Property is unsuitable, the 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 Well Site 50 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 Well Site 50 for Rayonier's intended purpose, at Rayonier's sole cost and risk. Rayonier agrees to provide the County with copies of all reports resulting from its inspection of Well Site 50. If Rayonier determines that Well Site 50 is unsuitable, Rayonier may terminate this Agreement by providing written notice to the 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. The County, at its sole cost and expense, shall obtain a boundary survey of the New Well Site 50 and Easement Property. The legal description provided in the Survey and agreed to by the parties shall be attached to the respective deeds and grant of easement at closing. The County shall deliver a copy of the Survey 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, Rayonier shall use best efforts to deliver title commitments for Well Site 50, the New Well Site 50, and the Easement Property to the County (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 the County (the "Permitted Encumbrances").

b. Defects in Title and Survey. If the Title Commitments or Survey 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 Survey. 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 the County and Rayonier from all further obligations under this Agreement, or (b) accept the defects as permitted Encumbrances and proceed to closing.

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

6. **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.

7. **REPRESENTATION AND WARRANTIES OF THE COUNTY.** The County hereby represents and warrants to Rayonier that:

a. The 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 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 Well Site 50 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 Well Site 50 and the County has not received notice of any such violation.

d. The County is the owner of Well Site 50.

8. **REPRESENTATION AND WARRANTIES OF RAYONIER.** Rayonier hereby represents and warrants the 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 New Well Site 50 or Easement Property 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 New Well Site 50 or Easement Property, and Rayonier has not received notice of any such violation.

c. Rayonier is the owner of the New Well Site 50 and Easement Property.

9. **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 default 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 default by the 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.

10. **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.

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

12. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

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 the County: St. Johns County  
Attn: Real Estate Division  
500 San Sebastian View  
St. Augustine, FL 32084

As to Rayonier: Rayonier Forest Resources, L.P.  
Attn: Ken Rester  
1 Rayonier Way  
Wildlight, Florida 32097

Copy to: Rayonier Forest Resources, L.P.  
Attn: Kyle Sawicki, Esq.  
1 Rayonier Way  
Wildlight, Florida 32097

Any notice of 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.

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 grant of easement and 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:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**ST. JOHNS COUNTY, FLORIDA**

A political subdivision of the State of Florida

By: \_\_\_\_\_

Jeremiah R. Blocker, Chair

Witnesses:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**RAYONIER FOREST RESOURCES,**

**L.P.**, a Delaware limited partnership

by its managing general partner

Rayonier Timberland Management, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "A"**  
**PROPOSED WELL SITE 50**

A PORTION OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF WELL SITE NUMBER 6 AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 404, PAGE 246, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 84°20'07" WEST ALONG THE PROJECTED SOUTHERLY LINE OF SAID WELL SITE NUMBER 6, A DISTANCE OF 209.58 FEET; THENCE SOUTH 17°23'46" EAST, A DISTANCE OF 578.81 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 88°24'47" EAST A DISTANCE OF 33.39 FEET; THENCE SOUTH 01°38'07" EAST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 88°24'47" WEST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°38'07" WEST, A DISTANCE OF 250.00 FEET; THENCE NORTH 88°24'47" EAST, A DISTANCE OF 216.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 62,500 SQUARE FEET OR 1.43 ACRES MORE OR LESS.



**EXHIBIT "B"**  
**NEW PROPOSED WELL SITE 50**

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA, SAID CORNER BEING A 4"X4" CONCRETE MONUMENT STAMPED D.D. MOODY; THENCE N 0°37'53" W, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 3,166.02 FEET; THENCE S 89°51'13" E, DEPARTING SAID WEST LINE OF SECTION 19, A DISTANCE OF 375.71 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824", SAID IRON PIPE BEING THE POINT OF BEGINNING; THENCE N 0°08'33" E, A DISTANCE OF 250.00 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824"; THENCE S 89°51'13" E, A DISTANCE OF 250.00 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824"; THENCE S 0°08'33" W, A DISTANCE OF 250.00 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824"; THENCE N 89°51'13" W, A DISTANCE OF 250.00 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824", SAID IRON PIPE BEING THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 1.44 ACRES MORE OR LESS.

**ACCESS AND UTILITY EASEMENT TO NEW PROPOSED WELL SITE 50**

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, OF ST. JOHNS COUNTY FLORIDA, SAID CORNER BEING A 4"X4" CONCRETE MONUMENT STAMPED D.D. MOODY; THENCE N 0°37'53" W, ALONG THE WEST LINE OF SECTION 19, A DISTANCE OF 3,166.02 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 19, S 89°51'13" E, A DISTANCE OF 375.71 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824", SAID IRON PIPE BEING THE POINT OF BEGINNING; THENCE N 0°08'33" E, A DISTANCE OF 20.00 FEET; THENCE S 89°51'13" E, A DISTANCE OF 1110.52 FEET; THENCE S 88°49'49" E, A DISTANCE OF 1064.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 84°26'51", AN ARC LENGTH OF 95.80 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 46°36'24" E, 87.36 FEET TO THE POINT OF

TANGENCY; THENCE S 04°22'58" E, A DISTANCE OF 256.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE WITH THROUGH A DELTA ANGLE OF 83°44'17", AN ARC LENGTH OF 65.77 FEET, SAID CURVE BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF S 46°15'07" E, 60.07 FEET TO THE POINT OF TANGENCY; THENCE S 88°07'15" E, A DISTANCE OF 150.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 660.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 09°35'26", AN ARC LENGTH OF 110.48 FEET, SAID CURVE BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF N 87°05'01" E, 110.35 FEET TO THE POINT OF TANGENCY; THENCE N 82°17'18" E, A DISTANCE OF 43.65 FEET TO THE WESTERLY LINE OF AN EXISTING EASEMENT; THENCE S 02°21'10" E, ALONG SAID WESTERLY LINE, A DISTANCE 20.09 FEET; THENCE S 82°17'18" W, DEPARTING SAID WESTERLY LINE, A DISTANCE OF 41.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 680.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 09°35'26", AN ARC LENGTH OF 113.82 FEET, SAID CURVE BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF S 87°05'01" W, 113.69 FEET TO THE POINT OF TANGENCY; THENCE N 88°07'15" W, A DISTANCE OF 150.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 09°35'26", AN ARC LENGTH OF 95.00 FEET, SAID CURVE BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF N 46°15'07" W, 86.77 FEET TO THE POINT OF TANGENCY; THENCE N 04°22'58" W, A DISTANCE OF 256.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 84°26'51", AN ARC LENGTH OF 66.33 FEET, SAID CURVE BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF N 46°36'24" W, 60.48 FEET TO THE POINT OF TANGENCY; THENCE N 88°49'49" W, A DISTANCE OF 1064.57 FEET; THENCE N 89°51'13" W, A DISTANCE OF 1110.34 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C" TO LAND EXCHANGE AGREEMENT

This Instrument Prepared By:  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

**COUNTY DEED**

**THIS DEED**, made without warranty of title or warranty of method of conveyance, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter "Grantor", to **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership (prior to name change, known as Rayonier Timberlands Operating Company L.P., a Delaware limited partnership, prior to merger known as Rayonier Woodlands, LLC, a Delaware limited liability company, and prior to name change, known as R1999 Timberlands, LLC, a Delaware limited liability company), whose mailing address is 1 Rayonier Way, Wildlight, Florida 32097, hereinafter "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and their successors, and assigns of organizations).

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

**PROPOSED WELL SITE 50**

A PORTION OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF WELL SITE NUMBER 6 AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 404,

PAGE 246, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 84°20'07" WEST ALONG THE PROJECTED SOUTHERLY LINE OF SAID WELL SITE NUMBER 6, A DISTANCE OF 209.58 FEET; THENCE SOUTH 17°23'46" EAST, A DISTANCE OF 578.81 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 88°24'47" EAST A DISTANCE OF 33.39 FEET; THENCE SOUTH 01°38'07" EAST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 88°24'47" WEST, A DISTANCE OF 250.00 FEET; THENCE NORTH 01°38'07" WEST, A DISTANCE OF 250.00 FEET; THENCE NORTH 88°24'47" EAST, A DISTANCE OF 216.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 62,500 SQUARE FEET OR 1.43 ACRES MORE OR LESS.

**TOGETHER** with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**THIS COUNTY DEED** is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;
- d. Rights, if any, of the public in any portion of the premises, which may fall within any public street, way or alley;
- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;
- f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record.

**IN WITNESS WHEREOF** the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

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

By: \_\_\_\_\_  
Jeremiah R. Blocker, Chair

**ATTEST:** Brandon J. Patty, Clerk  
Clerk of the Circuit Court & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me by means of  physical presence or  online, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeremiah R. Blocker as Chair of the Board of County Commissioners of St. Johns County, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public State of Florida  
My Commission Expires \_\_\_\_\_

Prepared by, record and return to:  
Fred H. Kent, III, Esquire  
Marks Gray, P.A.  
1200 Riverplace Blvd., Suite 800  
Jacksonville, Florida 32207

EXHIBIT "D" TO LAND EXCHANGE AGREEMENT

**NOTICE OF RELEASE AND TERMINATION OF EASEMENT**

THIS NOTICE OF RELEASE AND TERMINATION OF EASEMENT is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereafter referred to as the "County").

WHEREAS, by Access/Utility Easement contained in and being a part of that certain Quit Claim Deed dated March 20, 2009 and recorded in Official Records Book 3177, Page 705, of the public records of St. Johns County, Florida (the "Grant of Easement"), Rayonier Forest Resources, L.P, a Delaware limited partnership (hereafter, "Rayonier"), granted and conveyed to the County an "Access/Utility Easement to Proposed Well Site 50" as more particularly described on Exhibit "A" attached hereto, together with all rights, benefits and obligations as more particularly described in said Grant of Easement (the "Easement"), and

WHEREAS, the County no longer has a need for the rights and benefits derived from the Grant of Easement and the Easement because the County is re-conveying to Rayonier the well site to which the Easement provided access and it is not intended that the use of the Easement will be required by the County in the future, and

WHEREAS, the County, as the grantee and beneficiary of the Easement created by the Grant of Easement, has full power and authority to execute and deliver this Notice of Release and Termination of Easement, and

NOW, THEREFORE, in order to evidence the release and termination of the Easement created by the Grant of Easement, the County hereby states as follows:

1. The recitations set forth above are true and correct.

2. The County does hereby forever release and terminate the Easement in favor of the County created by the Grant of Easement.

**IN WITNESS WHEREOF**, the undersigned has set its hand and seal as of the date first above written.

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

By: \_\_\_\_\_  
Jeremiah R. Blocker, Chair

**ATTEST:** Brandon J. Patty, Clerk  
Clerk of the Circuit Court & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me by means of  physical presence or  online, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeremiah R. Blocker as Chair of the Board of County Commissioners of St. Johns County, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public State of Florida  
My Commission Expires \_\_\_\_\_

**EXHIBIT "A"**

**ACCESS/UTILITY EASEMENT TO PROPOSED WELL SITE 50**

A PORTION OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF WELL SITE NUMBER 6 AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 404, PAGE 246, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 84°20'07" WEST ALONG THE PROJECTED SOUTHERLY LINE OF SAID WELL SITE NUMBER 6, A DISTANCE OF 209.58 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 17°23'46" EAST, A DISTANCE OF 578.81 FEET; THENCE SOUTH 88°24'47" WEST, A DISTANCE OF 31.18 FEET; THENCE NORTH 17°23'46" WEST, A DISTANCE OF 767.89 FEET; THENCE SOUTH 75°54'39" EAST, A DISTANCE OF 35.18 FEET; THENCE SOUTH 17°23'46" EAST, A DISTANCE OF 179.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,889 SQUARE FEET OR 0.53 ACRES MORE OR LESS.



EXHIBIT "E" TO LAND EXCHANGE AGREEMENT

**Prepared by:**

Kyle M. Sawicki, Esq.  
Rayonier Inc.  
1 Rayonier Way  
Wildlight, Florida 32097

**STATE OF FLORIDA  
COUNTY OF NASSAU  
(In re: Property in St. Johns County, FL)**

**QUIT CLAIM DEED**

**THIS QUITCLAIM DEED** is made upon this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership, whose mailing address is 1 Rayonier Way, Wildlight, Florida 32097 ("GRANTOR"), to **ST. JOHNS COUNTY FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("COUNTY").

**WITNESSETH**

**THAT GRANTOR FOR** and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, does hereby release, remise and quitclaim unto County, its successors and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following:

THAT SPECIFIC TRACT OR PARCEL of land, situate, lying and being in St. Johns County, Florida, more particularly described upon **EXHIBIT "A"** attached hereto and by reference made a part hereof.

**TO HAVE AND TO HOLD** forever the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever existing, in law or equity, of Grantor.

**ALL AND WHATSOEVER** right, title, interest, claim and demand in, to and upon the real property described on **EXHIBIT "A"** (the "Property"), attached hereto and by reference made a part hereof.

IN WITNESS WHEREOF, GRANTOR has caused this Quit Claim Deed to be executed as of the day and year first above written.

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

By: Rayonier Timberlands Management, LLC,  
a Delaware limited liability company  
Its Managing General Partner

Witnesses:

\_\_\_\_\_  
(Sign)  
\_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
Jonathan Simpson  
As Its: Director Accounting Operations

\_\_\_\_\_  
(Sign)  
\_\_\_\_\_  
(Print)

Attest: \_\_\_\_\_  
Kyle M. Sawicki  
As Its: Assistant Secretary

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

**THE FOREGOING INSTRUMENT** was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Jonathan Simpson and Kyle Sawicki, as Director Accounting Operations and Assistant Secretary, respectively, of **RAYONIER TIMBERLANDS MANAGEMENT, LLC**, as Managing General Partner, by authority and on behalf of **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership, who acknowledged before me the execution of this instrument by authority and on behalf of said Limited Partnership, who are personally know to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: Jennie Shiver  
Notary Public, State of Florida  
My Commission Expires: 11/03/2021  
Commission No.: GG 151333

**EXHIBIT "A"**

**Legal Description for New Proposed Well Site 50**

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA, SAID CORNER BEING A 4"X4" CONCRETE MONUMENT STAMPED D.D. MOODY; THENCE N 0°37'53" W, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 3,166.02 FEET; THENCE S 89°51'13" E, DEPARTING SAID WEST LINE OF SECTION 19, A DISTANCE OF 375.71 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824", SAID IRON PIPE BEING THE POINT OF BEGINNING; THENCE N 0°08'33" E, A DISTANCE OF 250.00 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824"; THENCE S 89°51'13" E, A DISTANCE OF 250.00 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824"; THENCE S 0°08'33" W, A DISTANCE OF 250.00 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824"; THENCE N 89°51'13" W, A DISTANCE OF 250.00 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824", SAID IRON PIPE BEING THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 1.44 ACRES MORE OR LESS.

EXHIBIT "F" TO LAND EXCHANGE AGREEMENT

**Prepared by:**

Kyle M. Sawicki, Esq.  
Rayonier Inc.  
1 Rayonier Way  
Wildlight, Florida 32097

**STATE OF FLORIDA  
COUNTY OF NASSAU  
(IN RE: Property in St. Johns County, Florida)**

**WELL SITE ACCESS AND UTILITY EASEMENT**

**THIS EASEMENT** is by and between **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership authorized to do business in the State of Florida, with a business address at 1 Rayonier Way, Wildlight, Florida 32097, (hereinafter **GRANTOR**), and **ST. JOHNS COUNTY FLORIDA**, a political subdivision of the State of Florida whose mailing address is 500 San Sebastian View, St. Augustine, Florida 32084 (hereinafter **GRANTEE**).

**WITNESSETH THAT GRANTOR**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are acknowledged, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, a nonexclusive easement for access road right of way and utilities, subject to the herein stated terms and conditions, which easement-right of way is hereinafter referred to as the "Easement Premises" and/or "Servient Tenement" and is more particularly described as:

SEE **EXHIBIT A**, attached hereto and by reference is made a part hereof.

The dominant tenement, to which the easement is appurtenant, is hereinafter referred to as the "dominant tenement" and is more particularly described as follows:

SEE **EXHIBIT B**, attached hereto and by reference is made a part hereof.

**THIS GRANT** is made upon the following terms:

1. **USE:**

a) The easement herein granted consists of the right to use an existing private roadway for ingress, egress, and utilities within the twenty (20') wide portion of the Easement Premises.

b) Exclusive use of the Easement Premises is NOT hereby granted, and GRANTOR retains the right to grant to others nonexclusive use of the Easement Premises for any lawful purpose consistent with its continued use as a private roadway.

c) Grantee may construct, install and/or maintain utility and distribution wires under, upon or over any portion of the easement premises. All utility and distribution lines constructed on the Easement Premises as overhead lines, shall be constructed and maintained at a minimum height of sixteen feet (16') above the surface of the ground. All subsurface appurtenances shall be buried no less than forty (40") inches below the ground surface, and the trench in which the line is laid shall be backfilled upon completion of any construction. Notwithstanding the foregoing, Grantee shall not lay any line on the ground surface.

d) All aerial and subsurface rights to the use in the Easement Premises as may inhere to GRANTOR or its predecessors in title remain intact, and as to any such rights, this easement is subordinate.

e) GRANTEE will provide written notification to GRANTOR prior to the installation of pipes, conduits, culverts or wires under, upon or over the Easement Premises. The written notification shall contain a description of the products to be installed on the Easement Premises and a summary of the work to be performed.

f) The Easement Premises have heretofore served, and may hereafter continue to serve, as a private forest road used by GRANTOR in connection with management of its adjoining commercial forest lands, including the harvest and removal of timber. Nothing in this easement, by expression or implication, shall create in GRANTOR an obligation to maintain the forest road to any higher standard of care or maintenance than GRANTOR has previously maintained or continues to maintain for comparable private forest management roads as and when in use, and GRANTEE stipulates and agrees that this easement is accepted with awareness of such limitations. All obligations of maintenance relating to the use of the Easement Premises to any higher standard of repair, or convenience of passage is the responsibility of GRANTEE, who covenants to maintain the roadway and the Easement Premises, as a minimum, in good repair and safe condition. Should GRANTEE desire to improve the roadway, the plans, particularly the drainage provisions of the road and the preservation of drainage characteristics of the adjoining forest lands, shall have the prior approval of GRANTOR before construction commences in accordance with such plans.

g) GRANTOR retains the right to widen, improve or alter the carrying capacity of the easement at its expense. GRANTOR, within the exercise of this right, may relocate all or any portion of the Easement Premises, provided it supplies a right of way with the width and construction equivalent to that replaced, terminating at or near its former point of connection with GRANTEE's property and/or "dominant tenement," and routed over a right of way no more than 75% longer than the present easement. At GRANTOR's request, and upon relocation of the underground water utility lines and facilities located within the Easement area by GRANTEE at GRANTOR'S expense,

GRANTEE and GRANTOR shall tender a new easement document in recordable form, containing terms in connection with such relocation substantially as in this grant, and demand a Quitclaim of this grant from GRANTEE, or their successors in title to the dominant tenement.

h) This grant does not create or convey any rights whatsoever to the public to use the easement, nor grant or convey to GRANTEE, their successors and assigns, any right or capability to dedicate to the public all or any portion of any right or rights in this easement or in the Easement Premises.

i) GRANTEE shall not obstruct the forest road or otherwise interfere with GRANTOR's right to use the forest road or other property of GRANTOR. GRANTOR may install locked gates across the easement but will provide GRANTEE either with a key or the opportunity to place GRANTEE's own lock on the gates.

j) As long as this easement remains in effect, the dominant tenement shall not be used other than for agricultural (including forestry) or well site use.

2. **DIVISION OF TENEMENTS:** If the dominant tenement may hereafter be divided into two parts, tracts or lots by separation of ownership or by lease, both of the parts shall enjoy the benefit(s) and suffer the burden(s) of the easement hereby created, without becoming a surcharge of the grant. Division of the dominant tenement into more than two parts all of which require use of this easement, shall be deemed to increase the burden of the easement to unacceptable levels, and use of the easement may be enjoined.

3. **DURATION:** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors, assigns, tenants and representatives of the parties hereto. Wherever the term GRANTOR or GRANTEE may be used in this instrument, the term shall include the heirs, successors or assigns of the respective party, and shall not be construed to be solely a personal covenant of the named party.

4. **TITLE:** GRANTOR makes no warranty whatsoever as to title in and to the Easement Premises, and grants only so much right, title or claim of interest in and to the Easement Premises as GRANTOR may in fact hold as of the date of this easement grant. This grant is subject to any easements, restrictions, covenants and/or reservations of record, or such paramount rights as may be apparent from an inspection or survey of the Easement Premises.

5. **HOLD HARMLESS/INDEMNIFICATION:** To the extent permitted by law, GRANTEE agrees to hold harmless GRANTOR against any and all claims, suits, losses or liability to any person or entity lawfully upon the Easement Premises under or by reason of this easement to GRANTEE, and thereunder claiming damages arising from or by virtue of the use of this easement, and to further indemnify GRANTOR for any expense, including attorney's fees, which GRANTOR may incur in connection with the defense of any such claim. GRANTEE further agrees to indemnify GRANTOR for any

damage occurring to the adjoining commercial forest, including but not limited to loss or destruction of timber, which occurs by virtue of GRANTEE, or any agent, employee, guest or invitee, using or misusing the rights granted under this easement. Nothing in this section shall operate as a waiver on the part of GRANTEE of any applicable statutory limitation of liability, including, but not limited to, Section 768.28, Florida Statutes, nor shall this section operate as a waiver of GRANTEE's sovereign immunity.

6. **RELEASE:** This easement may be cancelled, terminated and released by either:

(a) The execution and recording by GRANTEE, their successors or assigns, of a release in the form of a quitclaim of this easement, which may be delivered to GRANTOR, or its successors in title to the servient tenement, at its/their last known address(es) as maintained in the records of the County Tax Assessors/Property Appraiser of St. Johns County, Florida, whereupon this easement shall terminate. For convenience, such abandoning instrument may run to the "owner or owners and all parties interested" in the servient tenement.

(b) The offer by GRANTOR, its successor or assigns, of the Easement Premises by dedication to the public as a roadway, which when accepted shall automatically terminate this easement.

(c) The acquisition of all or any part of the Easement Premises by any governmental entity or authority operating by or under eminent domain authority, or under the general police power or authority of the state, so materially affecting the Easement Premises as to preempt or preclude its continued use as a private way of passage.

**[Signature Page Follows]**

IN WITNESS WHEREOF THIS EASEMENT grant has been executed by duly authorized corporate officers of GRANTOR this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall become effective upon GRANTEE's execution of the Acceptance attached hereto.

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

By: Rayonier Timberlands Management, LLC,  
a Delaware limited liability company  
Its Managing General Partner

Witnesses:

\_\_\_\_\_  
(Sign)  
\_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
Jonathan Simpson  
As Its: Director Accounting Operations

\_\_\_\_\_  
(Sign)  
\_\_\_\_\_  
(Print)

Attest: \_\_\_\_\_  
Kyle M. Sawicki  
As Its: Assistant Secretary

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

THE FOREGOING INSTRUMENT was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Jonathan Simpson and Kyle Sawicki, as Director Accounting Operations and Assistant Secretary, respectively, of RAYONIER TIMBERLANDS MANAGEMENT, LLC, as Managing General Partner, by authority and on behalf of RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership, who acknowledged before me the execution of this instrument by authority and on behalf of said Limited Partnership, who are personally know to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: Jennie Shiver  
Notary Public, State of Florida  
My Commission Expires: 11/03/2021  
Commission No.: GG 151333



**EXHIBIT A**

**Legal Description for Nonexclusive Access and Utility Easement to New Proposed Well Site 50**

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, OF ST. JOHNS COUNTY FLORIDA, SAID CORNER BEING A 4"X4" CONCRETE MONUMENT STAMPED D.D. MOODY; THENCE N 0°37'53" W, ALONG THE WEST LINE OF SECTION 19, A DISTANCE OF 3,166.02 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 19, S 89°51'13" E, A DISTANCE OF 375.71 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824", SAID IRON PIPE BEING THE POINT OF BEGINNING; THENCE N 0°08'33" E, A DISTANCE OF 20.00 FEET; THENCE S 89°51'13" E, A DISTANCE OF 1110.52 FEET; THENCE S 88°49'49" E, A DISTANCE OF 1064.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 84°26'51", AN ARC LENGTH OF 95.80 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 46°36'24" E, 87.36 FEET TO THE POINT OF TANGENCY; THENCE S 04°22'58" E, A DISTANCE OF 256.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE WITH THROUGH A DELTA ANGLE OF 83°44'17", AN ARC LENGTH OF 65.77 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 46°15'07" E, 60.07 FEET TO THE POINT OF TANGENCY; THENCE S 88°07'15" E, A DISTANCE OF 150.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 660.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 09°35'26", AN ARC LENGTH OF 110.48 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 87°05'01" E, 110.35 FEET TO THE POINT OF TANGENCY; THENCE N 82°17'18" E, A DISTANCE OF 43.65 FEET TO THE WESTERLY LINE OF AN EXISTING EASEMENT; THENCE S 02°21'10" E, ALONG SAID WESTERLY LINE, A DISTANCE 20.09 FEET; THENCE S 82°17'18" W, DEPARTING SAID WESTERLY LINE, A DISTANCE OF 41.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 680.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 09°35'26", AN ARC LENGTH OF 113.82 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 87°05'01" W, 113.69 FEET TO THE POINT OF TANGENCY; THENCE N 88°07'15" W, A DISTANCE OF 150.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 09°35'26", AN ARC LENGTH OF 95.00 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 46°15'07" W, 86.77 FEET TO THE POINT OF TANGENCY; THENCE N 04°22'58" W, A DISTANCE OF 256.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 84°26'51", AN ARC LENGTH OF 66.33 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 46°36'24" W, 60.48 FEET TO THE POINT OF TANGENCY; THENCE N 88°49'49" W, A DISTANCE OF 1064.57 FEET; THENCE N 89°51'13" W, A DISTANCE OF 1110.34 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**


**Legal Description for New Proposed Well Site 50**

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA, SAID CORNER BEING A 4"X4" CONCRETE MONUMENT STAMPED D.D. MOODY; THENCE N 0°37'53" W, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 3,166.02 FEET; THENCE S 89°51'13" E, DEPARTING SAID WEST LINE OF SECTION 19, A DISTANCE OF 375.71 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824", SAID IRON PIPE BEING THE POINT OF BEGINNING; THENCE N 0°08'33" E, A DISTANCE OF 250.00 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824"; THENCE S 89°51'13" E, A DISTANCE OF 250.00 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824"; THENCE S 0°08'33" W, A DISTANCE OF 250.00 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824"; THENCE N 89°51'13" W, A DISTANCE OF 250.00 FEET TO A 1/2" IRON PIPE IDENTIFIED AS BEING "LB 6824", SAID IRON PIPE BEING THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 1.44 ACRES MORE OR LESS;



  
 2016 Aerial Imagery  
 0 500 1,000  
 Feet  
 December 17, 2020

Well Site Exchange

*Rayonier Forest Resources, L.P.*

Land Management  
 Systems  
 Real Estate  
 Division  
 (904) 209-0764

Disclaimer:  
 This map is for reference use only.  
 Data provided are derived from multiple  
 sources with varying levels of accuracy.  
 The St. Johns County Real Estate  
 Division disclaims all responsibility  
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