

RESOLUTION NO. 2023- 43

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF THE LARGE USER AGREEMENT FOR DELIVERY AND REUSE OF RECLAIMED WATER BETWEEN ST. JOHNS COUNTY, FLORIDA AND SAWGRASS COUNTRY CLUB, INC., AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, Sawgrass Country Club, Inc. (“User”) has historically utilized reclaimed water from the County’s Water Reclamation Facilities in Ponte Vedra for beneficial irrigation of the Sawgrass golf course and surrounding areas; and

WHEREAS, the County and User have drafted a Large User Agreement for Delivery and Reuse of Reclaimed Water (“Agreement”), attached hereto as Exhibit A and incorporated herein by reference, to define specific requirements and conditions for reclaimed water service through April 27, 2042; and

WHEREAS, the County has determined that accepting the terms of the Agreement, which is attached hereto, and incorporated herein, will serve the interests of the County.

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

Section 1. The above Recitals are hereby incorporated by reference into the body of this Resolution and are adopted as findings of fact.

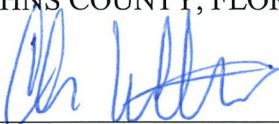
Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the Large User Agreement for Delivery and Reuse of Reclaimed Water between St. Johns County, Florida and Sawgrass Country Club, Inc, and authorizes the County Administrator or designee to execute and record the Large User Agreement for Delivery and Reuse of Reclaimed Water on behalf of St. Johns County substantially in the form attached hereto.

Section 3. If there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 4. This Resolution shall be effective upon adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of February, 2023.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: 
Christian Whitehurst, Chair

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

By: 
Deputy Clerk

Rendition Date FEB 07 2023



ST. JOHNS COUNTY UTILITIES
LARGE USER AGREEMENT FOR DELIVERY AND REUSE OF RECLAIMED WATER

THIS LARGE USER AGREEMENT FOR THE DELIVERY AND REUSE OF RECLAIMED WATER (“**Agreement**”) is made and entered by and between SAWGRASS COUNTRY CLUB, INC, a Florida not-for-profit corporation, whose mailing address is 10034 Golf Club Drive, Ponte Vedra Beach, Florida 32082-3562 (hereinafter referred to as “**User**”), and St Johns County, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (hereinafter referred to as “**County**”). The County and the User may be collectively referred to as the “**Parties**”. This Agreement will take effect on _____, 2022 (the “**Effective Date**”) and will be effective through the date set forth in Section 6 hereof (the “**Expiration Date**”).

RECITALS

WHEREAS, Reclaimed Water (as defined below in Section 7) offers an environmentally sustainable method for managing wastewater disposal and conserving potable water sources, and Section 403.064, Florida Statutes, encourages local governments to implement water reuse projects and places limitations on deep well injection and other forms of effluent disposal; the County desires to use for itself and make available to the public Reclaimed Water as an alternative water resource to be used for both irrigation and non-irrigation purposes; and

WHEREAS, all wastewater treatment plant permittees that reuse Reclaimed Water or dispose of effluent upon any property owned by another party must enter into a binding agreement between the involved parties to ensure that construction, operation, maintenance and monitoring of such use meets the requirements of Chapters 62-600, 62-620 and 62-610, Florida Administrative Code; and

WHEREAS, the St Johns County Board of County Commissioners (“**Board**”) has enacted Ordinance No. 2022-37 (the “**Utility Ordinance**”), and, pursuant to St. Johns County Resolution 2022-165, has adopted the Water, Wastewater, and Reclaimed Water Standards Manual (the “**Standards Manual**”) to maintain compliance with County Wastewater Reclamation Facility operating permits, applicable laws, rules and regulations, to ensure consistency with the Reclaimed Water Policy and to allow for optimization of the County’s Reclaimed Water system; and

WHEREAS, the Standards Manual may be supplemented and amended from time to time by Resolution of the Board, and is intended to provide beneficial public use of Reclaimed Water by ensuring the optimum utilization of the County’s limited water supplies; and

WHEREAS, the County agrees to deliver Reclaimed Water, and the User agrees to receive, accept and beneficially reuse Reclaimed Water upon the lands described in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Property**”), in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and representations contained in this instrument, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. RECITALS. The recitals above are true and correct and are hereby incorporated into and made a part hereof.
2. CAPITALIZED TERMS. Capitalized terms not specifically defined in this agreement shall have meanings ascribed to them in the Utility Ordinance and the Standards Manual. For the purposes of this Agreement, "Large User" shall mean customers that: (a) utilize average reclaimed water usage of 150,000 gallons per day or more; and (b) enter into contractual agreements with the County whereby contributions, quantities and methods of delivery are specifically detailed.
3. USER REPRESENTS AND WARRANTS RECORD OWNERSHIP. The User represents and warrants to the County that the Party or Parties identified above as the User constitute all current persons or entities that are the record owners of the irrigable property described in Exhibit "A" attached hereto and incorporated herein by reference (the Property).
4. UTILITY ORDINANCE AND STANDARDS MANUAL. The Utility Ordinance and the Standards Manual are incorporated into this Agreement in their entirety by reference. All references to the Utility Ordinance and the Standards Manual shall mean as may be amended or replaced from time to time.
5. QUANTITY. Large User- Non-Pressurized Interruptible (Disposal) Customers: The User agrees to receive Reclaimed Water on an interruptible basis up to the minimum allocated monthly Quantity defined as Disposal Allocation for necessary disposal for the Players Club Water Reclamation Facilities as defined in Exhibit "D" hereto, or as supplies are available by the County (typically during non-peak demand periods) with no guaranteed daily allocation volume. Notwithstanding the foregoing, if the County is not providing Reclaimed Water to the User, the County shall take reasonable measures to timely restore the supply of Reclaimed Water to the Property. User shall retain an alternate supply for irrigation demands. User shall be subject to all of the other terms and conditions as set out further in this Agreement.

The County is not obligated to provide any additional Reclaimed Water to the User beyond the Allocation for the term of this Agreement. However, based upon Reclaimed Water availability, the County will use all reasonable efforts pursuant to the terms of this Agreement to provide the User with additional volumes of Reclaimed Water beyond the User's Allocation to approximate the historic volumes delivered to the User. Delivery of this additional Reclaimed Water at any time does not grant the User an increase to its Allocation under this Agreement. No Allocations will exceed the amount as is determined by the availability of the Reclaimed Water.

If the User wishes to limit the amount of Reclaimed Water received to a specified volume less than or equal to the Allocation amount, the User must file a request in writing to the County. Modifications to this request may only be made once per calendar year.

The County agrees that it will provide the User with its Allocation of Reclaimed Water except for in cases as it may be deemed necessary by the County to do so from time to time in order to protect the Public's health and safety.

For purposes of this Agreement, each day equals a twenty-four (24) hour period, which begins at 12:00 a.m. Delivery times shall be at the County's sole discretion.

6. **TERM.** The User agrees to receive from the County Reclaimed Water for approved uses from the Effective Date through the later of (a) April 27, 2042, which is the expiration date of the User's current St. Johns River Water Management District Consumptive Use Permit No. 1366-4 (formerly 2-109-0226) for backup irrigation (the "**User's District Permit**"), or (b) upon the date the County discontinues the uniform Disposal Allocation incentive policy for all Large Users in the Ponte Vedra Service Area as described in **Exhibit "D"** of this Agreement. Not less than three hundred sixty-five (365) days prior to the expiration of this Agreement, the Parties will meet and discuss the terms and conditions for entering into a new Agreement, which will reflect all of the terms and provisions then being incorporated into the County's standardized Large User Agreements. If revisions to the then-current standardized Large User Agreement are required, then the User may elect to not enter into a new Agreement with the County, at the User's discretion. If revisions are not required to the then-current standardized Agreement or the Special Provisions, then that Agreement shall automatically renew for a term equal to the term of the renewed St. Johns River Water Management District Consumptive Use Permit for the Property.
7. **RECLAIMED WATER DEFINITION.** "**Reclaimed Water**" shall mean alternative water resources other than potable water available to the County and shall include: (a) wastewater that has received the treatment established by Rule 62-610.460, Florida Administrative Code, currently defined as wastewater that meets, at a minimum, secondary treatment and high-level disinfection after disinfection and before discharge to holding ponds or the Reclaimed Water System; and (b) supplemental water supplies such as ground or surface water. Reclaimed Water may also be referred to as reuse water or effluent water.
8. **POINT OF DELIVERY (POD).** The POD is located at the end of the pipe where the County's Reuse Main enters into the existing Effluent Disposal Lake Parcel (hereinafter referred to as "Lake Parcel") as illustrated in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Point of Delivery**" or "**POD**"). The POD may be relocated in the future, if terms are mutually coordinated and agreed upon by the parties.
9. **DELIVERY OF RECLAIMED WATER.** All Reclaimed Water delivered to User will meet applicable state, federal and local requirements at the County's compliance points located at the water reclamation facilities (the "Compliance Points"). The County will not provide any additional wastewater treatment to the Reclaimed Water beyond the Compliance Points located at the water reclamation facilities. No warranties or guarantees are made by the County with respect to Reclaimed Water characteristics after delivery to the POD. The County will not be held liable for any damage or harm to persons, property or vegetation resulting from the application of County Reclaimed Water by the User.
10. **METERS.** All connections to the Reclaimed Water system shall be metered in accordance with the Utility Ordinance.
11. **COUNTY RESPONSIBILITIES UPSTREAM OF THE POINT OF DELIVERY.** Except to the extent, if any, clearly and expressly specified in this Agreement to the contrary, the County shall own and be responsible for all repairs and associated costs of operating the Reclaimed Water System up to the POD.
12. **COUNTY RESPONSIBILITIES DOWNSTREAM OF THE POINT OF DELIVERY.** Except to the extent, if any, clearly and expressly specified in this Agreement to the contrary, the County

shall NOT own, operate, or maintain the Lake Parcel or the Reclaimed Water distribution system and shall not be deemed to be in possession or control of the Reclaimed Water distribution system downstream of the POD.

13. USER RESPONSIBILITY UPSTREAM OF THE POINT OF DELIVERY. The User shall NOT own, operate, maintain or change or modify any part of the County's Reclaimed Water System. However, the User is responsible for landscape maintenance such as mowing and tree trimming around the County-owned Reclaimed Water infrastructure as may be located on the User's Property.
14. USER RESPONSIBILITIES DOWNSTREAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified in this Agreement to the contrary, the User shall have full responsibility for the design, construction, permitting, financing, compliance, operation, maintenance and repair of the Reclaimed Water system downstream of the POD as a condition of this Agreement.

All User-owned pump stations must be equipped to automatically shut down due to low pressure or lack of flow. The County shall not be liable for User equipment failure or any damage due to low pressure or lack of flow.

The User shall post Reclaimed Water advisory signs as described in Rule 62-610.468, Florida Administrative Code, and shall post, maintain and replace signage at the Lake Parcel, Reclaimed Water storage facilities, any water features that use Reclaimed Water, and, at the User's option, at the first and the tenth tee of the golf course located on the Property or on score cards.

15. USER RESPONSIBILITY TO CONVEY EASEMENTS FOR RECLAIMED WATER FACILITIES TO COUNTY. Upon the request from the County, the User, its successors and/or assigns, shall convey to County any and all utility and/or access easements necessary for County-owned Reclaimed Water distribution infrastructure on the Property to the Point of Delivery, at no cost to the County. Standard County Utility easement documents shall be utilized to convey easement rights for County owned and maintained Reclaimed Water infrastructure.
16. CONSERVATION. User shall make all reasonable efforts to conserve Reclaimed Water. The User shall ensure that the User's employees, contractors, agents and invitees are informed about the importance of water conservation by implementing an educational program.
17. INDEMNIFICATION AND HOLD HARMLESS.
 - (i) The Parties agree that, upon a finding through a production of competent evidence that: (a) the County has not placed anything either into or onto the User's Property without the User's written consent, and (b) the User is responsible for injury to persons on, or damages to the property of the County, the User shall indemnify and hold the County harmless from and against all liabilities, claims, damages, expenses, or actions, either at law or equity, caused or incurred on the Property as the result of the negligence, omissions or willful acts of the User, its agents, employees, guests or invitees, whose acts or omissions for which the County may be held liable during the County's performance of this Agreement; to specifically include any cross connections made by the User, including, but not limited to: between potable water, Reclaimed Water, surficial water and any other additional or supplemental water sources. User acknowledges that Reclaimed Water, due to

its chemical composition, may not be compatible with the User's irrigation of certain susceptible vegetation. User agrees that County will not be held liable for any damages that may occur to vegetation or for any other damages that may occur due to the use of Reclaimed Water by the User provided that the quality of the Reclaimed Water that is delivered to the User meets all applicable state, federal and local requirements at the County's Compliance Points.

(ii) The Parties agree that, upon a finding through the production of competent evidence that: (a) the User has not placed anything either into or onto the County's property or the County's easements for its Reclaimed Water delivery system without the County's written consent and the placement caused the alleged damage, and (b) the County is responsible for injury to persons on, or damages to the User's Property as the result of the negligence, omissions or willful acts of the County's employees, agents or other entities otherwise engaged by the County to develop, install, operate, manage or maintain the County's reuse water system on the User's Property; the County, expressly without waiving its sovereign immunity, and then only within the limitations of liability set forth in, and to the extent permitted by, Florida law, specifically including Section 768.28, Florida Statutes, shall indemnify and hold the User harmless from and against all liabilities, claims, damages, expenses, or actions, either at law or equity, caused or incurred as the result of the negligence, omissions or willful acts of the County, its agents, employees, residents, guests, or invitees, whose acts or omissions for which the User may be held liable during the User's performance of this Agreement. The County will not be held liable for any consequential damages as the result of its lawful activities in providing Reclaimed Water to any Users.

(iii) For the purpose of both provisions (i) and (ii) above, if the Parties cannot resolve any dispute between them with their own representatives, formal mediation with a Florida Certified Mediator shall be held by the Parties with each party bearing one-half (½) of the expenses of the Mediator selected by and acceptable to both Parties. If mediation between the Parties is unsuccessful, both Parties may avail themselves of all other available remedies at law and in equity.

18. **CROSS-CONNECTIONS PROHIBITED.** On all properties where Reclaimed Water Service is provided, the public water supply shall be protected by an approved backflow protection device as specified in the Utility Ordinance, the Cross-Connection Control Program Manual for Cross-Connection Control and Backflow Prevention, Resolution 2018-151 ("CCCP"), and the Standards, as may be amended or replaced from time to time.

To determine the presence of any potential hazards to the County's potable or Reclaimed Water Systems, the County shall have the right, but not the duty, to enter upon the User's premises and operate User's system receiving Reclaimed Water for the purpose of performing cross connection inspections.

If a cross-connection is found on User's Property, the County will immediately suspend Reclaimed Water service pursuant to the provisions of the Utility Ordinance and CCCP. The County will provide a verbal notification to the User, followed by a detailed written notice as soon as practicable. Reclaimed Water service will be reinstated only upon (a) the removal of the cross-connection together with any reasonable terms and conditions that the County determines are necessary to avoid future cross-connections; (b) a determination that there is no history of previous cross-connections or violations of the other provisions of the CCCP by the User relating to the public health and safety; and (c) the Florida Department of Environmental Protection ("FDEP") provides its approval of the reinstatement to the County in a writing. The User will be responsible

for all costs incurred by the County and the User resulting from the cross-connection. These costs include all potable or Reclaimed Water used, including all potable water used for flushing lines, and follow-up cross-connection inspections performed by a licensed professional irrigation contractor or a certified Reclaimed Water field inspector as mandated by the County. Reclaimed Water service will not be restored prior to submittal of a written report summarizing the cross-connection inspections with subsequent written approval by the County and FDEP.

User shall provide results of cross-connection inspections performed upon initial connection to the County's Reclaimed Water System and take all reasonable precautions to prevent any cross-connections while making repairs or extensions to the User's irrigation system.

User must provide the results of a cross-connection inspection performed at each internal service connection prior to any future renewals of this Agreement. At the end of the term outlined in Section 6, above, all potable and Reclaimed Water service connections shall have been inspected. The results of the cross-connection inspections must be submitted to the County by the User within thirty (30) days of inspection. At the time of renewal of this Agreement, the User is required to submit reports of cross-connection inspections. The connections that require inspections are listed in Exhibit "C" attached hereto and incorporated herein by this reference. Additional cross-connection inspections may be required as determined by the County when additional service connections are made or cross-connections are found.

19. **RATE TO BE CHARGED FOR RECLAIMED WATER.** The County and the User benefit from the County's provision of Reclaimed Water to the Property and the User's use of such Reclaimed Water from the County's Reclaimed Water System. The Parties acknowledge that each of their St. Johns River Water Management District consumptive use permits require the use of Reclaimed Water. Application of the defined Disposal Allocation to the User's property provides certain cost avoidance benefits to the County as defined in Section 39, below. Due to these mutual benefits derived by both Parties from this Agreement, the County shall implement the specific rate schedule for the User for the use of the Reclaimed Water based upon the conditions defined in Section 39.
20. **BILLING.** Subject to terms and conditions of this Agreement, the County shall invoice User for services on a monthly basis in accordance with the Utility Ordinance including billing cycle meter readings, calculated charges, and other applicable rates, fees, and charges; provided, however, that if no rates, fees or charges are due for services based on the terms of this Agreement, User shall not be charged any fees or charges related to meter reading or other of the aforementioned administrative fees during the Grace Period defined in Section 39, below. Invoices will only be issued on months where rates, fees, or charges are due based on the terms of this Agreement. Any invoice issued shall include the billing period of service, the amount of Reclaimed Water service flow for each billing cycle, the total dollar and cents amount of the invoice, the amount of any credit applicable to such invoice whether by payment or otherwise, the due date, and contact telephone number for any questions regarding the invoice. Invoices shall be payable prior to thirty (30) days from the date the meter is read.
21. **UNPAID FEES.** User acknowledges and agrees that in the event that any fees, rates, or charges for the Reclaimed Water Service provided under this Agreement are not paid and become delinquent, the provisions detailed in Section 23 of the Utility Ordinance shall be enforced.

22. USER EMERGENCY SITUATIONS. In the event of an emergency as defined in this Section 22, the User shall notify any of those County representatives set forth herein and request that the supply of Reclaimed Water temporarily cease. Such notice shall be made in writing where circumstances permit (an electronic writing is acceptable), and in the event of an immediate emergency, such notice may be by telephone with subsequent written confirmation. Emergencies shall include, but not be limited to, the following:

- (a) Climatic conditions such as hurricanes, floods or unseasonably excessive rainfall that makes it impossible for User to accept Reclaimed Water.
- (b) Short-term equipment or material failure, making it impossible for User to store or distribute the Reclaimed Water.
- (c) An act of God that makes it impossible for User to accept, store or distribute the Reclaimed Water.

23. COUNTY EMERGENCY SITUATIONS. The County may temporarily cease Reclaimed Water Delivery in anticipation of a major storm event or other operational emergencies as they arise. In these cases, service and any applicable usage fees shall be prorated accordingly based upon the duration of the service outage.

24. COUNTY NOT LIABLE FOR FAILURE TO DELIVER RECLAIMED WATER. The County shall not be held liable by the User for failure to deliver Reclaimed Water if certain situations preventing delivery exist that are beyond the reasonable control of the County. Such situations include, but are not limited to, the following:

- (a) Unavailability of Reclaimed Water due to a loss or lack of influent to the water reclamation facilities due to a collection system failure or a reduction of wastewater influent flow beyond the anticipated low flow periods.
- (b) Unavailability of Reclaimed Water due to a process failure.
- (c) Non-compliant Reclaimed Water, making it unusable for approved uses.
- (d) Equipment or material failure in the Reclaimed Water delivery system, including storage and pumping.
- (e) Reclaimed Water treatment facility repair or maintenance.
- (f) An act of God that makes delivery of Reclaimed Water by the County not feasible or impossible.
- (g) Unusual climatic conditions such as hurricanes, floods, or unseasonably excessive rainfall that makes it not feasible or impossible for the County to deliver Reclaimed Water.

In the instance of Force Majeure or other situations limiting Reclaimed Water availability, the County has the right to interrupt service per County operating protocols. Users directly impacted

by a specific event; such as interruption of all Users downstream of Reclaimed Water main break will be interrupted as needed. In the event of limited Reclaimed Water availability, Bulk Users will be uniformly interrupted by a pro-rata percentage of their Allocation.

25. NOTICES. Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing sent electronically with a request for confirmation or receipt, or by facsimile with automated confirmation of receipt; or hand delivery by a private service; or by registered or certified United States mail, return receipt requested, postage prepaid; or personal delivery addressed as follows:

USER:

C.W. Cook
General Manager
10034 Golf Club Drive
Ponte Vedra Beach, Florida 32082-3562

COUNTY:

Office of the Utility Director
1205 State Road 16
St. Augustine, FL 32084

With copies to:

Matt Durkee
Golf Course Superintendent
10034 Golf Club Drive
Ponte Vedra Beach, Florida 32082-3562

With copies to:

Office of the St. Johns County Attorney
500 San Sebastian View
St. Augustine, FL 32084

The addressees, addresses and numbers for the purpose of this section may be revised by either Party by giving written notice of such change to the other party in any of the manners provided herein. For the purpose of changing such addressees, addresses and numbers only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes. Notice given in accordance with the provisions of this section shall be deemed to be delivered and effective upon receipt of an automated fax confirmation; or on the fifth day after the certified or registered mail has been postmarked; or receipt of personal delivery; or delivery with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal service as not delivered as the case may be, if mailed.

26. NOTIFICATION IN EVENT OF EMERGENCY. The User's representative who shall be notified in the event of an emergency or County's inability to deliver Reclaimed Water are:

NAME, PHONE, EMAIL ADDRESS;

Matt Durkee
Golf Course Superintendent
10034 Golf Club Drive
Ponte Vedra Beach, Florida 32082-3562
Phone: 904-273-3700
Email: mdurkee@sawgrasscountryclub.com

The County shall attempt User notification by telephone or email stating the nature of the emergency and the anticipated duration of the service interruption if the interruption is expected to exceed 72 hours. It is the responsibility of the User to provide written notification to the County of a change in representative. User may change its representative by providing written notice to County to become effective upon acknowledgement by County.

The County representatives who shall be notified in the event of an emergency are:
Reuse Coordinator, (904) 209-2738; and
On Call Utility Emergency line, (904) 209-2700.

27. USE OF RECLAIMED WATER. The User hereby affirms that it has read, understands and will fully comply with the terms, conditions, requirements and obligations of the Utility Ordinance for the receipt of County Reclaimed Water. The User shall accept the Reclaimed Water delivered by the County and use it only for approved uses on the User's Property pursuant to all applicable local, State, and Federal regulations.

28. CHANGES IN LAW/EXCUSE FROM PERFORMANCE.

(i) This Agreement shall be subject to the terms of the current St Johns County Utility Ordinance.

(ii) During the term of this Agreement, if there are any amendments, revisions or changes made to any relevant provisions of federal or state laws, rules or regulations that negatively affect either of the Parties' ability to perform its respective duties or obligations, or obtain the reasonably backed financial benefits expected under this Agreement, then within ninety (90) days following the final adoption of such new law, rule or regulation, the Parties will meet and conduct good faith discussions and negotiations with respect to resolving the effected Party's adverse impact to include a mutually agreeable termination of the Agreement, if warranted.

(iii) If for any reason during the term of this Agreement, any state or federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall adopt any laws or rules that will require any change in the operation of the treatment, transmission and distribution systems or the application and use of Reclaimed Water, then to the extent that such requirements shall affect the ability of any Party to perform any of the terms of this Agreement, the affected Party shall be excused from the performance thereof and the Parties hereto in conformity with such permits, approvals, or requirements shall negotiate a new Agreement if practicable.

(iv) However, nothing shall require User or County to accept any new or renewal agreement if it substantially adds to or materially alters the County's or the User's obligations or responsibilities duties, obligations and expenditures hereunder.

29. RIGHT TO TERMINATE. In the event of a default under this Agreement, the non-defaulting Party shall provide the defaulting Party with written notice of the default. The defaulting Party shall be given a minimum of thirty (30) days or such other reasonable time period (if the default cannot be cured in thirty (30) days) to cure the default. If the default is not timely cured, the non-defaulting Party may notify the defaulting Party in writing that it has elected to terminate this Agreement. In the event that there is default under this Agreement that could result in immediate harm to the Public's health or safety, the non-defaulting Party may immediately suspend its performance under

this Agreement to include the immediate suspension of the delivery of Reclaimed Water if the non-defaulting Party is the County, by providing the defaulting Party with telephonic notice of such suspension followed up by written notice. Any such suspension shall continue until such time as the default is cured or the Agreement has been terminated.

30. ACCESS. User consents to the reasonable entry by the County upon the User's Property as provided for by the Utility Ordinance.
31. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the identified Parties hereto, and their successors in interest, or assigns, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a Party hereto.
32. SEVERABILITY. If any court of competent jurisdiction finds that any part of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.
33. LAND USE APPROVALS. This Agreement shall not be construed as a basis for granting, assuring, indicating, denying, refusing to grant or preventing any future grant of land use zoning approval, permissions, variances, special exceptions or any other rights with respect to the real property in the approved uses area, so long as those approvals do not render this Agreement null and void, and/or negatively impact the Reclaimed Water use by the User.
34. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be governed, construed, controlled and interpreted according to the laws of the State of Florida, without regard to choice or conflict of law provisions, Florida Administrative Code, St. Johns County Ordinances, and the Standards, as they may be amended or replaced from time to time. Venue for any cause of action arising under this Agreement shall lie exclusively in St. Johns County, Florida or, for federal actions, in the Middle District of Florida, Jacksonville Division.
35. ASSIGNMENT. Assignment or transfer of the User's rights or obligations under this Agreement is prohibited without prior written consent of the County; provided, however, that the User shall be permitted to assign this Agreement to any successor in interest to or lessee of the Property. Any attempt by User to assign or otherwise transfer this Agreement off the Property shall be deemed to be null and void.
36. BINDING EFFECT. This Agreement shall be binding upon the Parties hereto, their successors and assignees.
37. RECORDATION; AGREEMENT RUNS WITH THE LAND. This Agreement shall be executed in accordance with Florida Statutes to allow for it to be recorded in the Public Records of St Johns County, Florida, at the County's cost, and shall thereby run with the land. Any easement granted by the User and any successor and/or assigns, or any termination issued hereunder, shall also be recorded in the Public Records of St Johns County, Florida.

The User shall have the right to sell, transfer or encumber the Property, except that written notice

of any proposed sale or transfer must be given to the County, as provided for herein, at least thirty (30) days prior to sale or transfer. So long as use of the Property shall substantially continue to be for the purposes intended by this Agreement, any subsequent party shall be obligated under the same terms and conditions of this Agreement unless modified by written agreement between the County and any successor and/or assigns. At the first renewal period after such sale, transfer, or encumbrance, the Agreement must be renewed with the successor and/or assigns, or Reclaimed Water service will be discontinued.

38. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter referenced herein. Any amendment hereto shall be in writing duly executed with the same formalities as this Agreement by the Parties hereto, or their successors in interest to the Property. Each amendment shall clearly and specifically refer to this Agreement by title and date.
39. SPECIAL PROVISIONS. Exhibit "D" attached hereto and incorporated herein by this reference ("the **Special Provisions**") assign and define site specific provisions, if any are applicable.
40. EXHIBITS. The attached exhibits are incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

[SIGNATURES FOLLOW ON NEXT PAGE]

Signed, sealed and delivered
in the presence of:

Karen Schoen-Kiewert
[Signature]
(Print Name)

[Signature]
Tina Hadzhiyska
(Print Name)

SAWGRASS COUNTRY CLUB, INC,
a Florida not-for-profit corporation

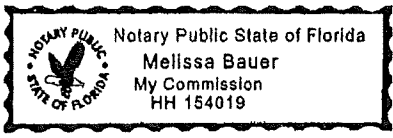
By: C.W. Cook

Print Name: C.W. COOK

Title: GM/COO

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Large User Agreement for Delivery and Reuse of Reclaimed Water was acknowledged before me by means of physical presence or online notarization this 10th day of January, 2023 by C.W. COOK, as GM/COO of **SAWGRASS COUNTRY CLUB, INC**, a Florida not-for-profit corporation, on behalf of the company. He/she (check one) is personally known to me, or has produced a valid driver's license as identification.



[Signature]
Print Name: Melissa Bauer
Notary Public, State of Florida
My Commission Expires: July 14, 2025
Commission Number: HH 154019

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA, a
political subdivision of the State of Florida

Print Name: _____

By: _____

Print Name _____

Print Name: _____

Title: _____

ATTEST:

BRANDON J. PATTY
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Large User Agreement for Delivery and Reuse of Reclaimed Water was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____, as _____ of **St. Johns County**, a political subdivision of the State of Florida, on behalf of said political subdivision. He/she (*check one*) is personally known to me, or has produced a valid driver's license as identification

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____

LIST OF EXHIBITS

- Exhibit "A" - Legal Description of Property to Receive Reclaimed Water
- Exhibit "B" - Map of Area Served and Point of Delivery
- Exhibit "C" - Cross-Connection Control Inspection List
- Exhibit "D" - Special Provisions

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY TO RECEIVE RECLAIMED WATER

GOLF COURSE PARCELS:

GOLF COURSE PARCEL "A"

Beginning at the Southeast corner of NORTH GATE II, according to the plat thereof, as recorded in Map Book 15, Pages 37 through 39, Inclusive, of the Public Records of St. Johns County, Florida; thence North 82°50'06" West, a distance of 51.02 feet; thence South 07°09'54" West, a distance of 833.09 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 2764.93 feet, an arc distance of 691.47 feet to the Point of Tangency; thence South 07°09'50" East, a distance of 998.51 feet, the last three courses described being coincident with the Easterly limits of the 200' Right-of-Way of State Road A-1-A, as now laid out and in use; thence North 82°50'10" East, a distance of 55.00 feet; thence South 53°45'16" East, a distance of 208.46 feet; thence South 18°06'56" East, a distance of 516.24 feet; thence South 32°20'34" East, a distance of 264.85 feet; thence South 26°36'05" East, a distance of 190.28 feet; thence South 61°47'43" East, a distance of 222.36 feet to the Point of Curvature of a circular curve to the left; thence Southerly, Easterly and Northerly, along the arc of said curve, having a radius of 25.00 feet, an arc distance of 53.83 feet to the Point of Reverse Curvature, the last seven courses described being coincident with the Easterly limits of WILLOW POND LANE, according to the plat thereof, as recorded in Map Book 16, Pages 5 through 8, Inclusive, of the Public Records of St. Johns County, Florida; thence Northerly and Easterly, along the arc of said curve, having a radius of 425.00 feet, an arc distance of 162.17 feet to the Point of Tangency; thence North 16°42'24" East, a distance of 79.33 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 375.00 feet, an arc distance of 16.32 feet, the last three courses described being coincident with the Westerly limits of Parcel "A" (Preston Trail), SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, Inclusive, of the Public Records of St. Johns County, Florida; thence North 04°26'06" West, a distance of 118.10 feet; thence North 15°33'00" West, a distance of 825.66 feet, the last two courses described being coincident with the Southerly and Westerly limits of SAWGRASS UNIT TWO, according to the plat thereof, as recorded in Map Book 15, Page 14, of the Public Records of St. Johns County, Florida; thence North 12°45'34" West, a distance of 66.41 feet; thence North 52°12'00" West, a distance of 383.97 feet; thence North 13°19'07" West, a distance of 190.29 feet; thence North 20°56'21" East, a distance of 109.78 feet; thence North 08°01'18" West, a distance of 192.73 feet; thence North 33°06'09" West, a distance of 63.38 feet; thence North 72°08'43" West, a distance of 158.13 feet; thence North 16°54'43" West, a distance of 88.00 feet; thence North 18°59'51" East, a distance of 598.26 feet; thence North 04°46'36" East, a distance of 150.00 feet; thence North 05°10'48" East, a distance of 675.23 feet; thence North 75°11'01" East, a distance of 417.00 feet; thence North 89°57'23" East, a distance of 480.50 feet; thence South 00°02'37" East, a distance of 51.32 feet to a point on the arc of a circular curve to the left, whose radius point bears North 41°27'07" West from the last described point, the last fourteen courses described being coincident with the Westerly, Northerly and Easterly limits of Block 1, of said plat of SAWGRASS UNIT ONE; thence Easterly and Northerly, along the arc of said curve, having a radius of 475.00 feet, an arc distance of 21.47 feet to the Point of Tangency; thence North 45°57'28" East, along the Northwesternly limits of Parcel "A" (Preston Trail) of said SAWGRASS UNIT ONE, a distance of 89.39 feet; thence continue North 45°57'28" East, a distance of 179.84 feet to a point on the arc of a circular curve to the right, whose radius point bears North 49°59'42" East from the last described point; thence Westerly and Northerly, along the arc of said curve, having a radius of 340.00 feet, an arc distance of 102.68 feet; the last two courses described being coincident with the Westerly limits of NORTH GATE I, according to the plat thereof, as recorded in Map Book 15, Pages 16 through 21, Inclusive, of the Public Records of St. Johns County, Florida; thence North 80°27'51" West, a distance of 179.92 feet, the last course described being coincident with the Southerly limits of NORTH GATE 1 REPLAT, according to the plat thereof, as recorded in Map Book 15, Pages 33 through 36, inclusive, of the

Public Records of St. Johns County, Florida; thence South 09°32'09" West, a distance of 3.00 feet; thence North 80°27'51" West, a distance of 50.00 feet; thence North 09°32'09" East, a distance of 3.00 feet, the last three courses described being coincident with that parcel of land conveyed to R.S. WINSLOW, as described in O.R. Volume 665, Page 1376, of the Public Records of St. Johns County, Florida; thence North 80°27'51" West, along the Southerly limits of said plat of NORTH GATE I REPLAT, a distance of 330.00 feet; thence South 71°52'33" West, a distance of 211.70 feet; thence South 60°27'58" West, a distance of 439.59 feet; thence North 82°50'06" West, a distance of 133.06 feet to the Point of Beginning, the last three courses described being coincident with the Southerly limits of said plat of NORTH GATE II.

TOGETHER WITH:

GOLF COURSE PARCEL "B" (A PORTION OF PARCEL "A-A", SAWGRASS UNIT ONE, MAP BOOK 12, PAGES 3 THROUGH 18, INCLUSIVE)

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LIMITS OF PARCEL "A" (SAWGRASS DRIVE WEST) AND THE EASTERLY LIMITS OF PARCEL "A" (PRESTON TRAIL WEST), SAWGRASS UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 12, PAGES 3 THROUGH 18, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 27°50'10" EAST (NORTH 27°50'10" WEST PER PLAT), A DISTANCE OF 13.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 375.00 FEET, AN ARC DISTANCE OF 173.90 FEET TO A POINT ON THE ARC OF SAID CURVE, THE LAST TWO COURSES DESCRIBED BEING COINCIDENT WITH THE EASTERLY LIMITS OF SAID PARCEL "A" (PRESTON TRAIL WEST); THENCE SOUTH 88°44'00" EAST, ALONG THE SOUTHERLY LIMITS OF HARBOR VILLA UNITS A, II, C AND D, AS DESCRIBED IN O.R. VOLUME 263, PAGE 738, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 201.55 FEET; THENCE CONTINUE SOUTH 88°44'00" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 48°01'37" EAST, A DISTANCE OF 81.22 FEET; THENCE SOUTH 88°44'00" EAST, A DISTANCE OF 176.00 FEET; THENCE NORTH 66°48'53" EAST, A DISTANCE OF 131.12 FEET; THENCE SOUTH 88°44'00" EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 52°23'36" EAST, A DISTANCE OF 263.24 FEET; THENCE SOUTH 68°51'14" EAST, A DISTANCE OF 33.00 FEET, THE LAST SEVEN COURSES DESCRIBED BEING COINCIDENT WITH THE SOUTHERLY LIMITS OF SAWGRASS GARDEN HOMES I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 13, PAGES 60 THROUGH 62, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 56°16'36" EAST, A DISTANCE OF 37.65 FEET; THENCE SOUTH 79°25'53" EAST, A DISTANCE OF 44.66 FEET, THE LAST TWO COURSES DESCRIBED BEING COINCIDENT WITH THE SOUTHERLY LIMITS OF THAT PARCEL OF LAND CONVEYED TO G. B. DOUGLAS, AS DESCRIBED IN O.R. VOLUME 432, PAGE 631, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 50°42'38" EAST, A DISTANCE OF 142.13 FEET; THENCE NORTH 39°56'46" EAST, A DISTANCE OF 104.35 FEET; THENCE NORTH 11°23'21" WEST, A DISTANCE OF 141.79 FEET; THENCE NORTH 42°22'35" WEST, A DISTANCE OF 302.11 FEET; THENCE NORTH 48°21'59" WEST, A DISTANCE OF 120.42 FEET, THE LAST FIVE COURSES DESCRIBED BEING COINCIDENT WITH THE EASTERLY LIMITS OF SAID PLAT OF SAWGRASS GARDEN HOMES I; THENCE NORTH 01°12'51" WEST, A DISTANCE OF 207.51 FEET; THENCE NORTH 01°06'06" EAST, A DISTANCE OF 110.50 FEET; THENCE NORTH 12°36'04" WEST, A DISTANCE OF 123.50 FEET; THENCE NORTH 58°14'09" WEST, A DISTANCE OF 273.00 FEET; THENCE NORTH 36°16'46" WEST, A DISTANCE OF 183.31 FEET; THENCE NORTH 49°36'33" WEST, A DISTANCE OF 345.00 FEET; THENCE SOUTH 85°29'58" WEST, A DISTANCE OF 128.34 FEET, THE LAST SIX COURSES DESCRIBED BEING COINCIDENT WITH THE NORTHEASTERLY LIMITS OF SAWGRASS GARDEN HOMES II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 13, PAGES 99, 100 AND 101, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 09°03'51" WEST, A DISTANCE OF 175.00 FEET; THENCE NORTH

41°16'48" WEST, A DISTANCE OF 654.19 FEET; THENCE NORTH 49°14'59" WEST, A DISTANCE OF 50.49 FEET; THENCE NORTH 23°14'18" WEST, A DISTANCE OF 103.80 FEET; THENCE NORTH 02°51'07" WEST, A DISTANCE OF 113.29 FEET; THENCE NORTH 11°29'16" EAST, A DISTANCE OF 100.88 FEET; THENCE NORTH 13°27'53" WEST, A DISTANCE OF 190.99 FEET; THE LAST SEVEN COURSES DESCRIBED BEING COINCIDENT WITH THE EASTERLY LIMITS OF BLOCK 2, OF SAID PLAT OF SAWGRASS UNIT ONE; THENCE SOUTH 75°14'04" EAST, A DISTANCE OF 53.00 FEET, MORE OR LESS, TO THE WATERS OF A MAN MADE LAKE; THENCE NORTHERLY, ALONG SAID WATERS EDGE, THE FOLLOWING THREE MEANDER COURSES; THENCE NORTH 01°21'11" EAST, A DISTANCE OF 73.43 FEET; THENCE NORTH 02°10'54" WEST, A DISTANCE OF 46.26 FEET; THENCE NORTH 32°49'16" EAST, A DISTANCE OF 40.84 FEET, THE LAST FOUR COURSES DESCRIBED BEING COINCIDENT WITH THE SOUTHERLY AND EASTERLY LIMITS OF THAT PARCEL OF LAND QUIF-CLAIMED TO H. DEAN ROPPER, AS DESCRIBED IN O.R. VOLUME 742, PAGE 432, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 35°47'43" EAST, A DISTANCE OF 137.13 FEET; THENCE NORTH 57°45'54" WEST, A DISTANCE OF 68.75 FEET, THE LAST THREE COURSES DESCRIBED BEING COINCIDENT WITH THAT PARCEL OF LAND CONVEYED TO T. P. HANNON, AS DESCRIBED IN O.R. VOLUME 697, PAGE 2010, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 09°57'03" EAST, A DISTANCE OF 48.00 FEET; THENCE NORTH 23°46'17" EAST, A DISTANCE OF 625.11 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 00°11'52" WEST FROM THE LAST DESCRIBED POINT, THE LAST TWO COURSES DESCRIBED BEING COINCIDENT WITH THE EASTERLY LIMITS OF BLOCK 2 OF SAID PLAT OF SAWGRASS UNIT ONE; THENCE EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 401.75 FEET TO THE POINT OF TANGENCY; THENCE NORTH 45°57'28" EAST, A DISTANCE OF 89.39 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 302.00 FEET, THE LAST THREE COURSES DESCRIBED BEING COINCIDENT WITH THE SOUTHERLY LIMITS OF SAID PARCEL "A" (PRESTON TRAIL WEST AND PRESTON TRAIL EAST); THENCE SOUTH 16°20'00" WEST, A DISTANCE OF 215.00 FEET; THENCE SOUTH 62°15'00" WEST, A DISTANCE OF 305.00 FEET; THENCE SOUTH 22°00'00" WEST, A DISTANCE OF 440.00 FEET; THENCE SOUTH 61°40'00" WEST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 04°00'00" EAST, A DISTANCE OF 458.00 FEET; THENCE SOUTH 29°30'00" WEST, A DISTANCE OF 192.00 FEET; THENCE SOUTH 03°22'48" WEST, A DISTANCE OF 157.01 FEET; THENCE SOUTH 05°00'00" EAST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 59°30'00" EAST, A DISTANCE OF 500.00 FEET; THENCE SOUTH 48°45'00" EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 53°30'00" EAST, A DISTANCE OF 282.87 FEET; THENCE SOUTH 42°30'00" EAST, A DISTANCE OF 215.00 FEET; THENCE SOUTH 14°00'00" EAST, A DISTANCE OF 240.00 FEET; THENCE SOUTH 27°15'00" EAST, A DISTANCE OF 485.00 FEET; THENCE SOUTH 33°20'00" EAST, A DISTANCE OF 445.65 FEET; THENCE SOUTH 26°00'00" EAST, A DISTANCE OF 115.00 FEET; THENCE NORTH 30°30'00" EAST, A DISTANCE OF 119.96 FEET; THENCE NORTH 11°15'00" EAST, A DISTANCE OF 115.00 FEET; THENCE NORTH 62°15'00" WEST, A DISTANCE OF 235.00 FEET; THENCE NORTH 27°20'00" WEST, A DISTANCE OF 225.00 FEET; THENCE NORTH 11°00'00" EAST, A DISTANCE OF 365.00 FEET; THENCE NORTH 19°30'00" WEST, A DISTANCE OF 122.00 FEET; THENCE WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 56°20'00" WEST, A DISTANCE OF 203.00 FEET; THENCE NORTH 05°30'00" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 36°40'00" WEST, A DISTANCE OF 315.00 FEET; THENCE NORTH 33°00'00" WEST, A DISTANCE OF 345.03 FEET; THENCE NORTH 12°15'00" EAST, A DISTANCE OF 205.08 FEET; THENCE NORTH 25°13'59" EAST, A DISTANCE OF 255.00 FEET; THENCE NORTH 67°30'00" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 28°30'00" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 33°45'00" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 69°56'17" WEST, A DISTANCE OF 159.43 FEET; THENCE NORTH 30°47'53" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS

NORTH 30°47'53" EAST FROM THE LAST DESCRIBED POINT; THENCE SOUTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 305.00 FEET, AN ARC DISTANCE OF 208.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 81°43'27" EAST, A DISTANCE OF 84.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 137.86 FEET, THE LAST THREE COURSES DESCRIBED BEING COINCIDENT WITH THE SOUTHERLY LIMITS OF SAID PARCEL "A" (PRESTON TRAIL EAST); THENCE SOUTH 22°04'27" WEST, A DISTANCE OF 136.44 FEET; THENCE SOUTH 31°37'37" WEST, A DISTANCE OF 294.11 FEET; THENCE SOUTH 22°08'31" WEST, A DISTANCE OF 142.22 FEET; THENCE SOUTH 07°26'33" WEST, A DISTANCE OF 85.96 FEET; THENCE SOUTH 19°16'00" EAST, A DISTANCE OF 277.13 FEET; THENCE SOUTH 25°28'04" EAST, A DISTANCE OF 553.32 FEET TO A CORNER OF THE WESTERLY LIMITS OF TRACT "E" OF SAID PLAT OF SAWGRASS UNIT ONE; THENCE SOUTH 29°04'49" EAST, A DISTANCE OF 165.50 FEET; THENCE SOUTH 15°01'28" EAST, A DISTANCE OF 142.16 FEET; THENCE SOUTH 68°53'30" EAST, A DISTANCE OF 78.78 FEET; THENCE NORTH 81°13'49" EAST, A DISTANCE OF 53.33 FEET; THENCE SOUTH 61°11'38" EAST, A DISTANCE OF 54.40 FEET; THENCE NORTH 76°01'25" EAST, A DISTANCE OF 88.93 FEET; THENCE NORTH 46°38'15" EAST, A DISTANCE OF 40.72 FEET; THENCE NORTH 85°19'31" EAST, A DISTANCE OF 64.59 FEET; THENCE NORTH 33°36'04" EAST, A DISTANCE OF 66.08 FEET; THENCE NORTH 53°54'20" EAST, A DISTANCE OF 37.95 FEET; THENCE NORTH 78°07'34" EAST, A DISTANCE OF 41.30 FEET, THE LAST COURSE DESCRIBED BEING COINCIDENT WITH THE SOUTHERLY LIMITS OF SAID TRACT "E"; THENCE SOUTH 54°17'40" EAST, A DISTANCE OF 19.86 FEET; THENCE SOUTH 86°00'11" EAST, A DISTANCE OF 83.25 FEET; THENCE NORTH 66°40'51" EAST, A DISTANCE OF 99.38 FEET; THENCE NORTH 17°23'04" WEST, A DISTANCE OF 77.60 FEET; THENCE NORTH 05°52'49" WEST, A DISTANCE OF 51.58 FEET; THENCE NORTH 17°17'51" EAST, A DISTANCE OF 166.44 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 07°43'50" EAST, FROM THE LAST DESCRIBED POINT; THENCE EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 405.00 FEET, AN ARC DISTANCE OF 141.58 FEET TO THE POINT OF TANGENCY; THENCE NORTH 77°42'00" EAST, A DISTANCE OF 12.85 FEET; THENCE SOUTH 45°57'12" EAST, A DISTANCE OF 114.00 FEET; THENCE SOUTH 03°17'35" WEST, A DISTANCE OF 173.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 425.00 FEET, AN ARC DISTANCE OF 347.10 FEET, THE LAST FIVE COURSES DESCRIBED BEING COINCIDENT WITH THE SOUTHERLY LIMITS OF PARCEL "A" (PRESTON TRAIL EAST) AND THE WESTERLY LIMITS OF PARCEL "A" (SAWGRASS DRIVE EAST); THENCE SOUTH 09°55'56" WEST, A DISTANCE OF 717.14 FEET; THENCE SOUTH 05°17'52" WEST, A DISTANCE OF 128.06 FEET; THENCE NORTH 68°24'40" WEST, A DISTANCE OF 230.00 FEET; THENCE SOUTH 77°00'00" WEST, A DISTANCE OF 230.10 FEET; THENCE SOUTH 50°30'02" WEST, A DISTANCE OF 391.44 FEET; THENCE SOUTH 05°50'00" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 12°20'00" WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 77°40'00" EAST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 07°20'12" WEST, A DISTANCE OF 31.39 FEET; THENCE SOUTH 47°23'48" WEST, A DISTANCE OF 141.50 FEET; THENCE SOUTH 36°28'05" WEST, A DISTANCE OF 280.16 FEET, THE LAST TWO COURSES DESCRIBED BEING COINCIDENT WITH THE NORTHWESTERLY LIMITS OF PARCEL "C", SAWGRASS VILLAGE WALK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 14, PAGES 26 THROUGH 29, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 36°28'03" WEST, A DISTANCE OF 345.65 FEET; THENCE SOUTH 36°28'05" WEST, A DISTANCE OF 435.30 FEET, THE LAST COURSE DESCRIBED BEING COINCIDENT WITH THE NORTHWESTERLY LIMITS OF PARCEL "B" OF SAID PLAT OF SAWGRASS VILLAGE WALK; THENCE SOUTH 74°59'18" WEST, A DISTANCE OF 296.49 FEET; THENCE NORTH 79°01'16" WEST, A DISTANCE OF 111.50 FEET; THENCE SOUTH 78°38'23" WEST, A DISTANCE OF 95.00 FEET; THENCE SOUTH 28°28'06" WEST, A DISTANCE OF 100.00 FEET, THE LAST THREE COURSES DESCRIBED BEING COINCIDENT WITH THE NORTHERLY AND WESTERLY

LIMITS OF SAWGRASS VILLAGE WALK REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 14, PAGE 36, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE CONTINUE SOUTH 26°28'06" WEST, A DISTANCE OF 130.00 FEET; THE LAST COURSE DESCRIBED BEING COINCIDENT WITH THE WESTERLY LIMITS OF SAID PARCEL "B"; THENCE CONTINUE SOUTH 26°28'06" WEST, A DISTANCE OF 19.50 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS SOUTH 29°58'52" WEST FROM THE LAST DESCRIBED POINT; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 375.00 FEET, AN ARC DISTANCE OF 21.16 FEET TO THE POINT OF TANGENCY; THENCE NORTH 63°45'08" WEST, A DISTANCE OF 50.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 465.04 FEET TO THE POINT OF TANGENCY; THENCE NORTH 33°38'15" EAST, A DISTANCE OF 9.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 34.71 FEET; THENCE SOUTH 62°33'20" EAST, A DISTANCE OF 25.01 FEET; THENCE CONTINUE SOUTH 62°33'20" EAST, ALONG THE SOUTHERLY LIMITS OF PARCEL "A" OF SAID PLAT OF SAWGRASS VILLAGE WALK, A DISTANCE OF 165.36 FEET; THENCE NORTH 86°15'00" EAST, A DISTANCE OF 195.00 FEET; THENCE NORTH 38°00'00" EAST, A DISTANCE OF 225.92 FEET; THENCE NORTH 54°15'00" EAST, A DISTANCE OF 605.00 FEET; THENCE NORTH 20°45'00" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 40°30'00" WEST, A DISTANCE OF 165.00 FEET; THENCE NORTH 85°40'00" WEST, A DISTANCE OF 255.00 FEET; THENCE NORTH 65°30'00" WEST, A DISTANCE OF 212.15 FEET; THENCE NORTH 67°27'19" WEST, A DISTANCE OF 325.66 FEET; THENCE SOUTH 86°00'00" WEST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 65°37'55" WEST, A DISTANCE OF 85.24 FEET, THE LAST TWO COURSES DESCRIBED BEING COINCIDENT WITH THE NORTHERLY LIMITS OF SAID PARCEL "A"; THENCE CONTINUE SOUTH 65°37'55" WEST, A DISTANCE OF 39.98 FEET; THENCE NORTH 32°53'04" WEST, A DISTANCE OF 87.63 FEET; THENCE NORTH 53°43'55" WEST, A DISTANCE OF 216.14 FEET; THENCE NORTH 62°09'50" WEST, A DISTANCE OF 66.71 FEET TO THE POINT OF BEGINNING, THE LAST THREE COURSES DESCRIBED BEING COINCIDENT WITH THE NORTHERLY LIMITS OF PARCEL "A" (SAWGRASS DRIVE WEST) OF SAID PLAT OF SAWGRASS UNIT ONE.

LESS AND EXCEPT:

WELL SITE #1, AS DESCRIBED IN O.R. VOLUME 341, PAGE 703, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH:

GOLF COURSE PARCEL "C"

Commencing at the most Easterly corner of Lot 1, Block 3, SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, Inclusive, of the Public Records of St. Johns County, Florida, said point being further described as being on the arc of a circular curve to the left, whose radius point bears North 53°27'34" East from the last described point; thence Easterly and Northerly, along the arc of said curve, having a radius of 305.00 feet, an arc distance of 378.63 feet to the Point of Tangency; thence North 81°43'27" East, a distance of 84.41 feet to the Point of Curvature of a circular curve to the right; thence Easterly and Southerly, along the arc of said curve, having a radius of 225.00 feet, an arc distance of 56.55 feet, the last three courses described being coincident with the Southerly limits of Parcel "A" (Preston Trail East) of said plat of SAWGRASS UNIT ONE; thence North 05°07'33" East, a distance of 50.00 feet to the Point of Beginning of this description, said point being further

described as being on the arc of a circular curve to the left, whose radius point bears South 06°07'33" West from the last described point; thence Westerly and Southerly, along the arc of said curve, having a radius of 275.00 feet, an arc distance of 69.12 feet to the Point of Tangency; thence South 81°43'27" West, a distance of 84.41 feet to the Point of Curvature of a circular curve to the right; thence Westerly and Northerly, along the arc of said curve, having a radius of 255.00 feet, an arc distance of 173.90 feet, the last three courses described being coincident with the Northerly limits of said Parcel "A"; thence North 03°03'10" East, a distance of 359.04 feet; thence North 94°00'00" East, a distance of 160.00 feet; thence North 42°00'00" East, a distance of 295.00 feet; thence North 11°30'00" West, a distance of 175.00 feet; thence North 54°00'00" East, a distance of 250.00 feet; thence North 25°11'00" East, along the Easterly limits of FISHERMANS COVE I, as described in O.R. Volume 460, Page 28, of the Public Records of St. Johns County, Florida, a distance of 235.86 feet; thence North 13°50'05" West, a distance of 433.98 feet; thence North 05°46'29" West, along the Easterly limits of FISHERMANS COVE II, as described in O.R. Volume 473, Page 8, of the Public Records of St. Johns County, Florida, a distance of 77.50 feet; thence North 84°13'31" East, a distance of 249.02 feet; thence South 05°46'25" East, a distance of 75.72 feet; thence South 78°41'23" East, a distance of 178.47 feet; thence South 50°28'39" East, a distance of 259.28 feet; thence North 59°02'10" East, a distance of 151.60 feet, the last five courses described being coincident with the Southerly limits of FISHERMANS COVE III, as described in O.R. Volume 489, Page 122, of the Public Records of St. Johns County, Florida; thence North 86°00'00" East, a distance of 610.00 feet; thence South 83°38'52" East, a distance of 210.20 feet; thence South 12°25'19" East, along the Westerly limits of the 60' Right-of-Way of State Road 203, a distance of 25.00 feet; thence South 04°25'11" East, a distance of 218.80 feet; thence South 49°45'45" West, a distance of 134.78 feet; thence South 03°59'36" West, a distance of 159.86 feet; thence South 86°51'18" East, a distance of 30.73 feet; thence South 39°40'00" West, a distance of 683.76 feet; thence South 74°15'04" West, a distance of 125.00 feet; thence continue South 74°15'04" West, a distance of 656.31 feet; thence South 83°21'48" West, a distance of 35.01 feet; thence North 48°28'00" West, a distance of 46.75 feet; thence North 03°25'01" West, a distance of 50.09 feet; thence North 45°49'49" East, a distance of 48.80 feet; thence North 59°29'32" East, a distance of 650.25 feet, the last six courses described being coincident with the Easterly limits of BERMUDA COVE VILLAS, as described in O.R. Volume 310, Page 197, of the Public Records of St. Johns County, Florida; thence North 45°45'00" East, a distance of 775.00 feet; thence North 25°20'00" West, a distance of 115.00 feet; thence South 70°01'08" West, a distance of 636.15 feet; thence North 76°41'41" West, a distance of 304.16 feet; thence South 18°38'38" West, a distance of 437.98 feet; thence South 10°49'30" West, a distance of 394.01 feet; thence South 49°14'07" West, a distance of 613.08 feet to the Point of Beginning, the last four courses described being coincident with the Northwesterly limits of said BERMUDA COVE VILLAS.

TOGETHER WITH:

GOLF COURSE PARCEL "D"

Commencing at the Northwest corner of Parcel "B", SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, Inclusive, of the Public Records of St. Johns County, Florida; thence South 68°08'19" West, a distance of 202.96 feet to the Point of Beginning of this description; thence South 77°42'00" West, a distance of 26.26 feet to the Point of Curvature of a circular curve to the right; thence Westerly and Northerly, along the arc of said curve, having a radius of 355.00 feet, an arc distance of 127.27 feet, the last three courses described being coincident with the Northerly limits of Parcel "A" (Preston Trail East) of said plat of SAWGRASS UNIT ONE; thence North 08°33'39" West, a distance of 410.54 feet; thence continue North 08°33'39" West, a distance of 376.19 feet; thence North 11°40'36" East, a distance of 112.38 feet; thence North 47°47'22" East, a distance of 305.12 feet; thence North 09°04'37" East, a distance of 171.14 feet; thence South 83°50'09" West, a distance of 289.45

feet; thence South 59°38'05" West, a distance of 132.37 feet; thence South 89°30'52" West, a distance of 118.00 feet; thence North 24°16'26" West, a distance of 134.06 feet, the last eight courses described being coincident with the Easterly and Northerly limits of QUAIL POINTE CONDOMINIUM, as described in O.R. Volume 401, Page 76, of the Public Records of St. Johns County, Florida; thence North 14°38'51" East, a distance of 90.95 feet; thence North 45°00'00" East, a distance of 82.02 feet; thence North 65°03'43" East, a distance of 61.74 feet; thence South 85°21'40" East, a distance of 546.72 feet, the last four courses described being coincident with the Southerly limits of BERMUDA COVE VILLAS CONDOMINIUM, as described in O.R. Volume 310, Page 192, of the Public Records of St. Johns County, Florida; thence continue South 85°21'40" East, a distance of 125.00 feet; thence South 01°52'49" West, a distance of 245.18 feet; thence South 40°31'24" West, a distance of 100.00 feet; thence continue South 40°31'24" West, a distance of 239.98 feet; thence South 02°21'00" West, a distance of 379.73 feet; thence South 06°12'43" East, a distance of 241.01 feet; thence South 03°25'59" West, a distance of 270.00 feet to the Point of Beginning, the last four courses described being coincident with the Westerly limits of QUAIL POINTE II CONDOMINIUM, as described in O.R. Volume 436, Page 726, of the Public Records of St. Johns County, Florida.

TOGETHER WITH:

RACQUET CLUB PARCEL

Parcel "E-E", SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida.

TOGETHER WITH:

A portion of Tract "L", of said plat of SAWGRASS UNIT ONE, being more particularly described as follows: For Point of Beginning, commence at the Northeast corner of Parcel E-E, as recorded in said Map Book 12, Pages 3 through 18, said point lying in the Westerly Right-of-Way line of Preston Trail East (Parcel A, a 50 foot Right-of-Way, as now established); run thence South 35°11'21" West, along the Southerly boundary of said Tract E, a distance of 275.97 feet; thence continue along said Southerly boundary South 67°30'00" West, a distance of 16 feet; thence South 22°30'00" East, along the Easterly boundary of said Tract E, a distance of 120.00 feet; thence continue along said Easterly boundary South 22°30'00" West, a distance of 36.77 feet; thence South 67°30'00" West, along the Southerly boundary of said Tract E, a distance of 15 feet; thence North 04°41'35" East, a distance of 75.94 feet; thence North 88°19'39" West, a distance of 20 feet; thence North 05°53'04" West, a distance of 23.92 feet; thence North 10°21'12" West, a distance of 11.88 feet; thence North 02°13'09" West, a distance of 39.05 feet; thence North 14°27'45" East, a distance of 34.73 feet; thence South 69°46'31" East, a distance of 20 feet; thence North 29°37'16" East, a distance of 48.42 feet; thence North 54°56'52" West, a distance of 20 feet; thence North 35°03'03" East, a distance of 108.5 feet; thence North 48°13'28" East, a distance of 85.69 feet; thence North 70°02'06" East, a distance of 15.41 feet to the Point of Beginning.

TOGETHER WITH:

GOLF CLUB & RESTAURANT PARCEL (revised)

A PORTION OF PARCEL "A-A", SAWGRASS UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 12, PAGES 3 THROUGH 18, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF TRACT "B" OF SAID PLAT OF SAWGRASS UNIT

ONE; THENCE NORTH 68°24'40" WEST, A DISTANCE OF 230.00 FEET; THENCE SOUTH 77°00'00" WEST, A DISTANCE OF 230.10 FEET; THENCE SOUTH 50°32'02" WEST, A DISTANCE OF 391.44 FEET; THENCE SOUTH 05°50'00" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 12°20'00" WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 77°40'00" EAST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 89°46'25" EAST, A DISTANCE OF 393.09 FEET TO A POINT ON THE WESTERLY LINE OF LOT 1, CLUB COVE UNIT ONE, AS RECORDED IN MAP BOOK 21, PAGES 46 THROUGH 50 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID CLUB COVE UNIT ONE, THE FOLLOWING FIVE COURSES: 1) NORTH 20°14'15" WEST, A DISTANCE OF 50.00 FEET; 2) THENCE NORTH 83°40'30" EAST, A DISTANCE OF 191.91 FEET; 3) THENCE NORTH 33°34'00" EAST, A DISTANCE OF 218.42 FEET; 4) THENCE NORTH 05°15'00" WEST, A DISTANCE OF 46.56 FEET; 5) THENCE NORTH 39°18'00" EAST, A DISTANCE OF 98.78 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 63°37'43" EAST FROM THE LAST DESCRIBED POINT; THENCE NORTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 188.20 FEET, THE LAST COURSE DESCRIBED BEING COINCIDENT WITH THE WESTERLY LIMITS OF PARCEL "A" (SAWGRASS DRIVE EAST) OF SAID PLAT OF SAWGRASS UNIT ONE; THENCE SOUTH 68°15'00" WEST, ALONG THE SOUTHERLY LIMITS OF SAID TRACT "B", A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

GOLF COURSE PARCEL #6"

Beginning at the most Northernly corner of WALKERS RIDGE, according to the plat thereof, as recorded in Map Book 16, Pages 18 through 20, inclusive, of the Public Records of St. Johns County, Florida; thence South 37°59'10" West, a distance of 550.57 feet; thence South 17°10'00" West, a distance of 579.50 feet; thence South 63°44'46" East, a distance of 121.58 feet, the last three courses described being coincident with the Westerly and Southerly limits of said plat of WALKERS RIDGE; thence continue South 63°44'46" East, along the Southerly limits of CHIMNEY RIDGE DRIVE, according to the plat thereof, as recorded in Map Book 16, Pages 23 and 24, of the Public Records of St. Johns County, Florida, a distance of 5.20 feet; thence South 42°15'40" West, along the Northernly limits of COUNTRY CLUB UNIT EIGHT, according to the plat thereof, as recorded in Map Book 19, Pages 31 through 34, inclusive, of the Public Records of St. Johns County, Florida, a distance of 323.14 feet to a point on the arc of a circular curve to the right, whose radius point bears North 70°27'23" East from the last described point; thence Westerly and Northernly, along the arc of said curve, having a radius of 2764.93 feet, an arc distance of 597.85 feet to the Point of Tangency; thence North 07°09'50" West, a distance of 421.67 feet, the last two courses described being coincident with the Easterly limits of the 200' Right-of-Way of State Road A-1-A, as now laid out and in use; thence North 82°50'10" East, a distance of 158.80 feet; thence North 37°59'10" East, a distance of 283.80 feet; thence North 07°09'50" West, a distance of 145.18 feet, the last three courses described being coincident with the Southerly and Easterly limits of that parcel conveyed to ATLANTIC CAPITAL PROPERTIES SERIES VI, LTD., as described in O.R. Volume 602, Page 353, of the Public Records of St. Johns County, Florida; thence North 78°30'00" East, a distance of 126.73 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northernly, along the arc of said curve, having a radius of 278.00 feet, an arc distance of 150.41 feet to the Point of Tangency; thence North 47°30'00" East, a distance of 70.00 feet to the Point of Curvature of a circular curve to the right; thence Northernly and Easterly, along the arc of said curve, having a radius of 75.00 feet, an arc distance of 74.61 feet to the Point of Tangency; thence South 75°30'00" East, a distance of 125.57 feet to a point on the arc of a circular curve to the left, whose radius point bears South 66°56'14" East from the last described point; thence Southerly and Easterly, along the arc of said curve, having a radius of 325.00 feet, an arc distance of 233.87 feet to the Point of Beginning, the last course described being coincident with the Westerly limits of Parcel "A" (Sawgrass Drive

West), SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, of the Public Records of St. Johns County, Florida.

TOGETHER WITH:

GOLF COURSE PARCEL "F" (revised) ADJUSTED LIFT STATION

BEGINNING AT THE NORTHEAST CORNER OF PARCEL "A", COUNTRY CLUB UNIT EIGHT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGES 31 THROUGH 34, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 63°44'16" EAST, A DISTANCE OF 5.20 FEET TO THE SOUTHEAST CORNER OF CHIMNEY RIDGE DRIVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 16, PAGES 23 AND 24, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE CONTINUE SOUTH 63°44'46" EAST, A DISTANCE OF 625.36 FEET; THENCE NORTH 63°42'21" EAST, A DISTANCE OF 30.24 FEET, THE LAST TWO COURSES DESCRIBED BEING COINCIDENT WITH THE SOUTHEAST LIMITS OF COUNTRY CLUB UNIT SEVEN REPEAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGES 10 AND 11, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 73°30'00" EAST, A DISTANCE OF 155.00 FEET; THENCE SOUTH 82°00'00" EAST, A DISTANCE OF 182.00 FEET; THENCE SOUTH 01°30'00" WEST, A DISTANCE OF 350.00 FEET; THENCE SOUTH 11°30'00" WEST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 31°44'40" EAST, A DISTANCE OF 184.81 FEET; THENCE SOUTH 12°24'10" EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 04°00'00" WEST, A DISTANCE OF 772.00 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS SOUTH 28°44'58" EAST FROM THE LAST DESCRIBED POINT, THE LAST TWO COURSES DESCRIBED BEING COINCIDENT WITH THE WESTERLY LIMITS OF THE PROPOSED PLAT OF LIGHTHOUSE BEND; THENCE WESTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 105.20 FEET TO THE POINT OF REVERSE CURVATURE; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 340.00 FEET, AN ARC DISTANCE OF 60.38 FEET; THENCE NORTH 25°44'14" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 60°53'25" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 25°44'14" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, THE LAST THREE COURSES DESCRIBED BEING COINCIDENT WITH THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 721, PAGE 784 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 340.00 FEET, AN ARC DISTANCE OF 35.65 FEET TO THE POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 34.41 FEET TO THE POINT OF REVERSE CURVATURE; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1025.00 FEET, AN ARC DISTANCE OF 72.58 FEET; THENCE NORTH 09°16'01" EAST, A DISTANCE OF 230.30 FEET; THENCE NORTH 06°45'06" EAST, A DISTANCE OF 231.73 FEET; THENCE NORTH 03°59'33" WEST, A DISTANCE OF 214.66 FEET; THENCE NORTH 23°27'58" WEST, A DISTANCE OF 562.92 FEET; THENCE NORTH 00°47'12" WEST, A DISTANCE OF 131.07 FEET; THENCE NORTH 15°04'36" EAST, A DISTANCE OF 164.63 FEET; THENCE NORTH 00°41'36" WEST, A DISTANCE OF 455.34 FEET; THENCE NORTH 75°20'50" WEST, A DISTANCE OF 217.94 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 66°09'49" EAST FROM THE LAST DESCRIBED POINT; THENCE WESTERLY, NORTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 259.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 42°15'40" EAST, A DISTANCE OF 126.25 FEET TO THE POINT OF BEGINNING, THE LAST THIRTEEN COURSES DESCRIBED BEING COINCIDENT WITH THE EASTERLY LIMITS OF COUNTRY CLUB UNIT EIGHT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGES 31 THROUGH 34, OF THE PUBLIC RECORDS

OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH:

GOLF COURSE PARCEL "G" (revised)

BEGINNING AT THE INTERSECTION OF THE WESTERLY LIMITS OF PARCEL "E" WITH THE SOUTHERLY LIMITS OF PARCEL "A" (SAWGRASS DRIVE SOUTH), SAWGRASS UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 12, PAGES 3 THROUGH 18, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT BEING FURTHER DESCRIBED AS BEING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 15°43'14" EAST FROM THE LAST DESCRIBED POINT; THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 445.00 FEET, AN ARC DISTANCE OF 88.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH 62°51'06" WEST, A DISTANCE OF 40.00 FEET, THE LAST TWO COURSES DESCRIBED BEING COINCIDENT WITH THE SOUTHERLY LIMITS OF SAID PARCEL "A"; THENCE SOUTH 27°00'54" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 08°15'00" WEST, A DISTANCE OF 255.00 FEET; THENCE SOUTH 66°15'00" WEST, A DISTANCE OF 95.00 FEET; THENCE NORTH 64°00'00" WEST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 39°00'00" WEST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 16°00'00" EAST, A DISTANCE OF 127.66 FEET; THENCE SOUTH 09°15'00" EAST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 40°30'00" WEST, A DISTANCE OF 290.00 FEET; THENCE SOUTH 13°30'00" WEST, A DISTANCE OF 355.00 FEET; THENCE SOUTH 18°15'00" EAST, A DISTANCE OF 305.00 FEET; THENCE SOUTH 27°45'00" WEST, A DISTANCE OF 240.00 FEET; THENCE SOUTH 26°45'00" EAST, A DISTANCE OF 169.29 FEET; THENCE NORTH 64°49'26" EAST, A DISTANCE OF 120.10 FEET; THENCE SOUTH 31°40'34" EAST, A DISTANCE OF 490.00 FEET; THENCE SOUTH 68°56'32" EAST, A DISTANCE OF 125.21 FEET; THENCE SOUTH 24°10'13" EAST, A DISTANCE OF 157.77 FEET; THENCE SOUTH 10°20'59" EAST, A DISTANCE OF 156.28 FEET; THENCE SOUTH 27°25'35" EAST, A DISTANCE OF 209.31 FEET; THENCE SOUTH 43°57'05" WEST, A DISTANCE OF 172.47 FEET; THENCE SOUTH 17°27'23" WEST, A DISTANCE OF 693.96 FEET; THENCE SOUTH 02°02'45" EAST, A DISTANCE OF 128.90 FEET; THENCE SOUTH 14°43'39" EAST, A DISTANCE OF 266.05 FEET; THENCE SOUTH 74°31'40" WEST, A DISTANCE OF 141.52 FEET; THENCE NORTH 71°47'41" WEST, A DISTANCE OF 117.00 FEET; THENCE NORTH 43°47'41" WEST, A DISTANCE OF 1041.00 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS SOUTH 15°57'56" EAST FROM THE LAST DESCRIBED POINT, THE LAST THIRTEEN COURSES DESCRIBED BEING COINCIDENT WITH THE LIMITS OF THE PLAT OF LIGHTHOUSE BEND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 22, PAGE 81 THROUGH 85, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE WESTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET, AN ARC DISTANCE OF 283.93 FEET, THE LAST COURSE DESCRIBED BEING COINCIDENT WITH THE SOUTHERLY LIMITS OF PARCEL "A", COUNTRY CLUB UNIT EIGHT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 59°45'00" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 27°00'00" EAST, A DISTANCE OF 195.00 FEET; THENCE SOUTH 41°00'00" EAST, A DISTANCE OF 490.00 FEET; THENCE SOUTH 59°30'10" EAST, A DISTANCE OF 142.35 FEET; THENCE SOUTH 64°42'44" EAST, A DISTANCE OF 548.09 FEET; THENCE SOUTH 74°00'00" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 314.16 FEET TO THE POINT OF TANGENCY; THENCE NORTH 14°00'00" WEST, A DISTANCE OF 515.00 FEET; THENCE NORTH 07°20'00" EAST, A DISTANCE OF 640.00 FEET; THENCE NORTH 26°33'01" EAST, A DISTANCE OF 59.82 FEET; THENCE SOUTH 72°32'37" EAST,

A DISTANCE OF 36.82 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 114.20 FEET, AN ARC DISTANCE OF 143.39 FEET TO THE POINT OF TANGENCY, THE LAST TWELVE COURSES DESCRIBED BEING COINCIDENT WITH THE NORTHERLY LIMITS OF THE PLAT OF THE PRESERVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 25, PAGE 61 THROUGH 66, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 49°02'36" EAST, A DISTANCE OF 131.09 FEET; THENCE NORTH 21°30'00" WEST, A DISTANCE OF 210.00 FEET; THENCE NORTH, A DISTANCE OF 95.00 FEET; THENCE NORTH 07°30'00" WEST, A DISTANCE OF 293.08 FEET; THENCE NORTH 60°00'00" WEST, A DISTANCE OF 285.00 FEET; THENCE NORTH 66°45'00" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 31°30'00" WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 65°15'00" WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH 13°00'00" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 01°16'20" EAST, A DISTANCE OF 583.95 FEET; THENCE NORTH 29°11'38" EAST, A DISTANCE OF 334.88 FEET; THE LAST TWO COURSES DESCRIBED BEING COINCIDENT WITH THE WESTERLY LIMITS OF COUNTRY CLUB UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 15, PAGES 45 AND 46, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 51°09'07" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 29°11'38" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 51°09'07" EAST, A DISTANCE OF 30.00 FEET, THE LAST THREE COURSES DESCRIBED BEING COINCIDENT WITH THAT PARCEL OF LAND CONVEYED TO D.A. BINGEMANN, AS DESCRIBED IN O.R. VOLUME 744, PAGE 62B, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 29°11'38" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 40°28'16" EAST, A DISTANCE OF 185.01 FEET; THENCE NORTH 22°28'18" EAST, A DISTANCE OF 296.52 FEET; THENCE NORTH 71°54'00" EAST, A DISTANCE OF 147.65 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 79°27'41" EAST, THE LAST FOUR COURSES DESCRIBED BEING COINCIDENT WITH THE WESTERLY LIMITS OF SAID PLAT OF COUNTRY CLUB UNIT ONE; THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 625.00 FEET, AN ARC DISTANCE OF 251.31 FEET TO THE POINT OF TANGENCY; THENCE NORTH 12°30'00" EAST, A DISTANCE OF 61.07 FEET TO THE POINT OF BEGINNING, THE LAST TWO COURSES DESCRIBED BEING COINCIDENT WITH THE WESTERLY LIMITS OF SAID PARCEL "E".

TOGETHER WITH:

GOLF COURSE PARCEL "H"

Beginning at the Point of Beginning of Tract "E", WILLOW POND LANE, according to the plat thereof, as recorded in Map Book 16, Pages 5 through 8, inclusive, of the Public Records of St. Johns County, Florida; thence South 61°47'43" East, a distance of 170.42 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 146.53 feet, an arc distance of 44.47 feet to the Point of Reverse Curvature; thence Easterly and Southerly, along the arc of said curve, having a radius of 25.00 feet, an arc distance of 32.17 feet to the Point of Compound Curvature, the last three courses described being coincident with the Southerly limits of said Tract "E"; thence Southerly and Westerly, along the arc of said curve, having a radius of 325.00 feet, an arc distance of 143.38 feet; thence South 60°01'24" West, a distance of 75.19 feet to a point on the arc of a circular curve to the left, whose radius point bears South 19°06'16" West from the last described point, the last two courses described being coincident with the Westerly limits of Parcel "A" (Preston Trail West) SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida; thence Northerly and Westerly, along the arc of said curve, having a radius of 450.00 feet, an arc distance of 84.51 feet, the last course described being coincident with the Northerly limits of

Parcel "A" (Sawgrass Drive West) of said plat of SAWGRASS UNIT ONE; thence North 19°06'36" East, a distance of 137.85 feet; thence North 30°47'40" West, a distance of 33.48 feet; thence South 59°12'20" West, a distance of 12.00 feet; thence North 30°47'40" West, a distance of 138.00 feet to a point on the Southerly limits of Tract "D" of said plat of WILLOW POND LANE; thence North 59°12'20" East, a distance of 7.32 feet; thence North 26°36'05" West, a distance of 1.09 feet to the Point of Beginning, the last two courses described being coincident with the Southerly and Easterly limits of said Parcel "O"

TOGETHER WITH:

GOLF COURSE PARCEL "I"

Commencing at the Point of Beginning of Parcel "A" (Sawgrass Drive West), SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida; thence South 07°09'50" East, a distance of 160.00 feet; thence North 82°50'10" East, a distance of 21.32 feet to the Point of Curvature of a circular curve to the left; thence Easterly and Northerly, along the arc of said curve, having a radius of 450.00 feet, an arc distance of 196.35 feet to the Point of Tangency; thence North 57°50'10" East, a distance of 40.00 feet to the Point of Curvature of a circular curve to the right; thence Easterly and Southerly, along the arc of said curve, having a radius of 350.00 feet, an arc distance of 271.91 feet to the Point of Beginning of this description, the last five courses described being coincident with the Westerly and Southerly limits of said Parcel "A"; thence continue Easterly and Southerly, along the arc of said curve, a distance of 94.61 feet to the Point of Tangency; thence South 62°09'50" East, a distance of 91.97 feet; thence South 58°05'48" East, a distance of 152.63 feet, the last three courses described being coincident with the Southerly limits of said Parcel "A"; thence South 08°11'42" West, a distance of 258.13 feet; thence South 22°36'36" East, a distance of 234.94 feet; thence South 03°41'07" West, a distance of 71.38 feet; thence North 86°00'00" East, a distance of 219.93 feet; thence South 04°00'00" East, a distance of 244.69 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Westerly, along the arc of said curve, having a radius of 275.00 feet, an arc distance of 180.65 feet to the Point of Tangency; thence South 33°38'15" West, a distance of 9.19 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 325.00 feet, an arc distance of 29.38 feet, the last four courses described being coincident with the Westerly limits of said Parcel "A"; thence North 75°30'00" West, a distance of 131.54 feet to the Point of Curvature of a circular curve to the left; thence Northerly, Westerly and Southerly, along the arc of said curve, having a radius of 105.00 feet, an arc distance of 104.46 feet to the Point of Tangency; thence South 47°30'00" West, a distance of 70.00 feet to the Point of Curvature of a circular curve to the right; thence Southerly and Westerly, along the arc of said curve, having a radius of 248.00 feet, an arc distance of 134.18 feet to the Point of Tangency; thence South 76°30'00" West, a distance of 208.00 feet; thence North 49°00'00" West, a distance of 85.00 feet; thence North 07°09'50" West, a distance of 35.00 feet, the last two courses described being coincident with the Northeasterly limits of that parcel of land conveyed to ATLANTIC CAPITAL PROPERTIES SERIES VI, LTD., as described in O.R. Volume 602, Page 353, of the Public Records of St. Johns County, Florida; thence North 82°50'10" East, a distance of 8.46 feet; thence North 07°09'50" West, a distance of 5.00 feet; thence North 04°51'07" East, a distance of 105.51 feet; thence North 11°10'06" East, a distance of 120.48 feet; thence North 11°35'13" West, a distance of 111.70 feet; thence North 28°23'31" East, a distance of 64.71 feet; thence North 01°56'31" East, a distance of 72.63 feet; thence North 13°06'54" West, a distance of 115.45 feet; thence North 16°44'52" East, a distance of 93.08 feet; thence South 84°06'23" West, a distance of 11.61 feet, the last ten courses described being coincident with the Easterly and Northerly limits of that parcel of land conveyed to INTERCOASTAL UTILITIES, INC., as described in O.R. Volume 602, Page 608, of the Public Records of St. Johns County, Florida; thence North 06°12'41" East, a distance of 380.32 feet;

thence North 25°30'00" East, a distance of 149.62 feet to the Point of Beginning.

TOGETHER WITH:

GOLF COURSE PARCEL "J"

Beginning at the Northwest corner of Lot 1, OCEAN RIDGE, according to the plat thereof, as recorded in Map Book 20, Page 36, of the Public Records of St. Johns County, Florida; thence North 10°40'17" West, a distance of 53.01 feet; thence South 78°57'15" West, a distance of 28.45 feet; thence North 34°02'45" West, a distance of 154.61 feet to the Point of Curvature of a circular curve to the right; thence Northerly and Easterly, along the arc of said curve, having a radius of 158.00 feet, an arc distance of 45.32 feet to the Point of Tangency; thence North 17°38'57" West, a distance of 33.09 feet; thence North 12°14'40" West, a distance of 44.85 feet, the last six courses described being coincident with the Easterly limits of the Ingress and Egress Easements, as described in O.R. Volume 737, Page 162, O.R. Volume 524, Page 717 and O.R. Volume 524, Page 722, of the Public Records of St. Johns County, Florida; thence North 77°45'04" East, a distance of 23.70 feet, the last course described being coincident with the Northerly limits of that Ingress and Egress Easement, as described in O.R. Volume 569, Page 727, of the Public Records of St. Johns County, Florida; thence North 57°31'01" East, a distance of 34.38 feet; thence North 77°38'01" East, a distance of 15.00 feet; thence South 12°21'59" East, a distance of 22.84 feet; thence South 63°51'59" East, a distance of 11.50 feet; thence North 77°38'01" East, a distance of 76.00 feet; thence North 68°59'00" East, a distance of 141.06 feet to a point hereinafter referred to as Point "C", the last four courses described being coincident with the Southerly limits of Surf Villas Condominium, as described in O.R. Volume 569, Page 727, of the Public Records of St. Johns County, Florida; thence South 13°24'59" East, a distance of 326.73 feet to a point hereinafter referred to as Point "D"; thence South 77°34'41" West, a distance of 202.10 feet to the Point of Beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL, being more particularly described as follows: All lands lying Easterly of the line between said Points "C" and "D" and the mean high water mark of the Atlantic Ocean.

TOGETHER WITH:

GOLF COURSE PARCEL "K"

Commencing at the Northwest corner of Tract "B", OCEAN RIDGE, according to the plat thereof, as recorded in Map Book 20, Page 36, of the Public Records of St. Johns County, Florida; thence North 77°34'41" East, a distance of 21.89 feet to the Point of Beginning of this description; thence North 36°25'19" West, along the Easterly limits of Parcel "C", SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Pages 3 through 18, inclusive, of the Public Records of St. Johns County, Florida, a distance of 25.59 feet; thence North 36°03'54" East, a distance of 124.41 feet; thence North 21°34'24" East, a distance of 37.96 feet; thence North 55°57'15" East, a distance of 24.44 feet, the last three courses described being coincident with the Southerly limits of Beach Club Villas Condominium, as described in O.R. Volume 524, Page 722, of the Public Records of St. Johns County, Florida; thence South 34°02'45" East, a distance of 91.64 feet; thence South 55°57'15" West, a distance of 16.64 feet; thence South 12°25'19" East, a distance of 55.00 feet, the last three courses described being coincident with the Westerly limits of the Ingress and Egress Easements, as described in O.R. Volume 737, Page 162, O.R. Volume 524, Page 722, and O.R. Volume 524, Page 717, of the Public Records of St. Johns County, Florida; thence South 77°34'41" West, along the Northerly limits of said Tract "B", OCEAN RIDGE, a distance of 145.00 feet to the Point of Beginning.

TOGETHER WITH:

PARCEL K-1

Tract "B", OCEAN RIDGE, according to the plat thereof, as recorded in Map Book 20, Page 36, of the Public Records of St. Johns County, Florida.

TOGETHER WITH:

PARCEL K-2

Unit 570 of Beach Club Villas Condominium, together with its undivided percentage interest in the common elements, and common surplus of said Condominium, as more particularly described by the Declaration of Condominium for Beach Club Villas Condominium recorded in Official Records Book 574, Page 721 of the current public records of St. Johns County, Florida.

TOGETHER WITH THE FOLLOWING ACQUISITION PARCELS "L" THROUGH "M", "M-1", "M-2", "M-3", AND "N" THROUGH "T":

Parcel L

Lot 3, OCEANSIDE, according to map thereof, recorded in Map Book 22, Page(s) 96 through 98, of the Public Records of St. Johns County, Florida. As described in Special Warranty Deed recorded in Official Records Book 1322, page 840, said Public Records.

PARCEL M (revised)

ALL OF TRACT "G" ACCORDING TO THE PLAT OF THE PRESERVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 25, PAGE 61 THROUGH 66, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; BEING ALSO THE SAME LANDS DESCRIBED AS FOLLOWS:

COUNTRY CLUB GOLF COURSE PARCEL "D" ADDITION:

A PART OF LOTS 1 THROUGH 11, INCLUSIVE, A PART OF LOTS 13, 14, AND 15, AND A PART OF LOTS 45 THROUGH 61, INCLUSIVE, SEA ISLAND, AS RECORDED IN MAP BOOK 24, PAGE(S) 24 THROUGH 30, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 29 EAST, OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF COUNTRY CLUB UNIT EIGHT, AS RECORDED IN MAP BOOK 19, PAGE(S) 31 THROUGH 34, OF SAID PUBLIC RECORDS, SAID POINT LYING ON AN EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, PONCE DE LEON BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 65° 43' 40" EAST, ALONG THE SOUTHERLY LINE OF SAID COUNTRY CLUB UNIT EIGHT, A DISTANCE OF 112.76 FEET TO A POINT LYING ON A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID SOUTHERLY LINE OF COUNTRY CLUB UNIT EIGHT, ALSO BEING A NORTHERLY LINE OF SAID SEA ISLAND, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 31.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15° 34' 46" EAST AND A CHORD DISTANCE OF 31.80 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE AND CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE OF COUNTRY CLUB UNIT EIGHT, ALSO BEING A NORTHERLY LINE OF SAID SEA ISLAND, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 235.00 FEET, AN ARC DISTANCE OF 66.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 46° 56' 38" EAST AND A CHORD DISTANCE OF 66.41 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE AND CONTINUING ALONG SAID SOUTHERLY LINE OF COUNTRY CLUB UNIT EIGHT ALSO

BEING A NORTHERLY LINE OF SAID SEA ISLAND, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, AN ARC DISTANCE OF 8.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 39° 18' 12" EAST AND A CHORD DISTANCE OF 8.00 FEET TO THE NORTHWEST CORNER OF COUNTRY CLUB GOLF COURSE PARCEL "G" AS RECORDED IN OFFICIAL RECORDS BOOK 779, PAGE 916 THROUGH 933, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 59° 45' 00" EAST, ALONG A WEST LINE OF SAID COUNTRY CLUB GOLF COURSE PARCEL "G" AND ALONG SAID NORTHERLY LINE OF SEA ISLAND, A DISTANCE OF 81.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID COUNTRY CLUB GOLF COURSE PARCEL "G", AND ALONG SAID NORTHERLY LINE OF SEA ISLAND, THE FOLLOWING ELEVEN COURSES: COURSE NO. 1, THENCE CONTINUE SOUTH 59° 45' 00" EAST, A DISTANCE OF 18.48 FEET; COURSE NO. 2, THENCE SOUTH 27° 00' 00" EAST, A DISTANCE OF 195.00 FEET; COURSE NO. 3, THENCE SOUTH 41° 00' 00" EAST, A DISTANCE OF 490.00 FEET; COURSE NO. 4, THENCE SOUTH 59° 38' 18" EAST, A DISTANCE OF 142.35 FEET; COURSE NO. 5, THENCE SOUTH 64° 42' 44" EAST, A DISTANCE OF 548.09 FEET; COURSE NO. 6, THENCE SOUTH 74° 00' 00" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 160.00 FEET; COURSE NO. 7, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 334.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 46° 00' 00" EAST AND A CHORD DISTANCE OF 239.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 8, THENCE NORTH 14° 00' 00" WEST, A DISTANCE OF 519.00 FEET; COURSE NO. 9, THENCE NORTH 07° 28' 00" EAST, A DISTANCE OF 640.00 FEET; COURSE NO. 10, THENCE NORTH 26° 33' 01" EAST, A DISTANCE OF 59.82 FEET; COURSE NO. 11, THENCE SOUTH 72° 32' 37" EAST, A DISTANCE OF 22.17 FEET; THENCE SOUTH 11° 07' 10" WEST, LEAVING SAID COUNTRY CLUB GOLF COURSE PARCEL "G" AND LEAVING SAID NORTHERLY BOUNDARY LINE OF SEA ISLAND, A DISTANCE OF 307.82 FEET; THENCE SOUTH 03° 27' 47" WEST, A DISTANCE OF 378.98 FEET; THENCE SOUTH 09° 40' 05" EAST, A DISTANCE OF 307.89 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 162.68 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 284.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40° 29' 27" WEST AND A CHORD DISTANCE OF 249.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89° 21' 08" WEST, A DISTANCE OF 187.90 FEET; THENCE NORTH 82° 48' 46" WEST, A DISTANCE OF 252.72 FEET; THENCE NORTH 62° 30' 24" WEST, A DISTANCE OF 338.84 FEET; THENCE NORTH 38° 34' 20" WEST, A DISTANCE OF 696.74 FEET; THENCE NORTH 27° 00' 00" WEST, A DISTANCE OF 210.52 FEET TO THE POINT OF BEGINNING, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 850, PAGE 129, OF SAID PUBLIC RECORDS.

PARCEL M-1

For a Point of Reference, commence at the Northwest corner of Tract "U", platted by said plat of Ocean Ridge, recorded in Map Book 20, Page(s) 36 through 38, Public Records of St. Johns County, Florida, thence North 77° 34' 38" East, along the North line of said Tract "B", a distance of 166.89 feet to the POINT OF BEGINNING; thence Northerly and Northeasterly along the Westerly line of the aforesaid Easement for Ingress and Egress the following two courses: 1) North 12° 25' 19" West, a distance of 55.00 feet; 2) North 55° 57' 15" East, a distance of 16.64 feet; thence South 27° 22' 44" East, a distance of 63.28 feet to the Northeast corner of the aforesaid Tract "B"; thence South 77° 34' 38" West, along the North line of said Tract "B", a distance of 31.80 feet to the POINT OF BEGINNING.

Parcel M-2

All of the lands included within the following description:
A part of an Easement for Ingress and Egress as described in Official Records Volume 737, Page

162, of the Public Records of St. Johns County, Florida, being a part of Section 2, Township 4 South, Range 29 East, St. Johns County, as shown on but not a part of the Plat of Ocean Ridge as recorded in Map Book 20, Page(s) 36 through 38, of the aforesaid Public Records, being more particularly described as follows:

For a Point of Reference commence at the Northwest corner of Tract "B" of the aforesaid Ocean Ridge; thence North 77° 34' 38" East, along the North line of said Tract "B" and its Easterly prolongation, a distance of 248.71 feet to an Intersection with the Easterly line of the aforesaid Easement for Ingress and Egress as described in Official Records Volume 737, Page 162, the POINT OF BEGINNING; thence North 10° 40' 17" West along the Easterly line of said Easement, a distance of 35.00 feet; thence South 77° 34' 38" West, parallel with the North line of the aforesaid Tract "B", Ocean Ridge, a distance of 20.00 feet; thence South 38° 50' East, a distance of 35.20 feet to an Intersection with the North line of the aforesaid Ocean Ridge; thence North 77° 34' 38" East, along said North line, a distance of 15.00 feet to the POINT OF BEGINNING.

Parcel M-3

All of the lands included within the following description:

All that portion of the Easement for Ingress and Egress as described in Official Records Volume 737, page 162, of the Public Records of St. Johns County, Florida, which lies South of the Public Line of Ocean Ridge as recorded in Map Book 20, Page(s) 36 through 38, of the Public Records of said St. Johns County.

The foregoing Parcels M-1, M-2, and M-3 being described in Quit Claim Deed recorded in Official Records Book 895, Page 704, of said Public Records.

Parcel N

A Portion of Lot 45, LIGHTHOUSE BEND, as recorded in Map Book 22, Page(s) 61 through 66, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of said Lot 45, Lighthouse Bend; thence South 14° 43' 39" East, along the Easterly line of said Lot 45, a distance of 14.00 feet; thence South 75° 47' 14" West, 1.81 feet to its Intersection with the arc of a curve concave westerly and having a radius of 55.00 feet, said point being situate in the Easterly Right-of-Way line of Long Boat Court South (a 50 foot right-of-way as shown on said plat); thence Northerly along and around the arc of said curve and along said Easterly right-of-way line, a distance of 14.14 feet, said arc being subtended by a chord bearing and distance of North 07° 21' 56" West, 14.10 feet to the POINT OF BEGINNING. As described in Corrective Quit Claim Deed recorded in Official Records Book 1098, Page 1526, of said Public Records.

Parcel D

A Part of Section 35, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: For a Point of Reference commence at the Southeast corner of Ponte Vedra Place Replat, as recorded in Map Book 18, Page(s) 63 and 64, of the Public Records of St. Johns County, Florida; said Point of Reference lying on the Westerly Right-of-Way line of Ponte Vedra Boulevard, County Road No. 203 (a 66 foot Right-of-Way as now established); thence South 14° 02' 00" East, along said Westerly Right-of-Way line, a distance of 349.67 feet to an angle point of said Right-of-Way line; thence South 12° 41' 00" East, continuing along said Right-of-Way line, a distance of 174.04 feet to the POINT OF BEGINNING; thence Continue South 12° 41' 00" East, along said Westerly Right-of-Way line, a distance of 49.59 feet; thence North 83° 23' 11" West, distance of 158.79 feet; thence North 06° 36' 49" East, a distance of 9.13 feet; thence North 85° 06' 44" East, a distance of 84.79 feet; thence North 77° 19' 00" East, a distance of 62.85 feet to the POINT OF BEGINNING, As described in Quit Claim Deed recorded in Official Records Book 804, Page 1215, of said Public Records.

Parcel P

A Part of Lot 21, COUNTRY CLUB UNIT ONE, as recorded in Map Book 15, Page(s) 45 and 46, of the Public Records of St. Johns County, Florida, being more particularly described as follows: For a POINT OF BEGINNING, commence at the Northwest corner of said Lot 21; thence North 74° 52' East, along the North line of said Lot 21, a distance of 45.00 feet; thence South 55° 42' 11" West, a distance of 65.08 feet to an intersection with the West line of said Lot 21; thence North 22° 28' 18" East, along said West line, a distance of 27.00 feet to the POINT OF BEGINNING, As described in Quit Claim Deed recorded in Official Records Book 890, Page 127, of said Public Records.

Parcel Q

A part of Lot 24, LIGHTHOUSE BEND, as recorded in Map Book 22, Page(s) 81 through 86, of the Public Records of St. Johns County, Florida, being more particularly described as follows: For a POINT OF BEGINNING, commence at the most southeasterly corner of said Lot 24; thence South 58° 00' 00" West, along the line dividing Lot 24 from Lot 25, a distance of 10.00 feet; thence North 64° 24' 17" West, a distance of 25.18 feet; thence North 31° 40' 34" West, a distance of 22.68 feet to an angle point in the Easterly line of said Lot 24; thence South 60° 00' 13" East, along the Easterly line of said Lot 24, a distance of 49.76 feet to the POINT OF BEGINNING, As described in Quit Claim Deed recorded in Official Records Book 856, Page 337, of said Public Records.

Parcel R

A Part of Lot 25, LIGHTHOUSE BEND, as recorded in Map Book 22, Page(s) 81 through 86, of the Public Records of St. Johns County, Florida, being more particularly described as follows: For a POINT OF BEGINNING, commence at the most Northeasterly corner of said Lot 25; thence South 60° 00' 13" East, along the Easterly line of said Lot 25, a distance of 110.00 feet; thence North 64° 24' 17" West, a distance of 115.05 feet to an intersection with the line dividing Lot 24 from said Lot 25; thence North 58° 00' 00" East, along said line, a distance of 10.00 feet to the POINT OF BEGINNING, As described in Quit Claim Deed recorded in Official Records Book 856, Page 336, of said Public Records.

Parcel S

DEER RUN PARCEL

A portion of Parcel "A-A", SAWGRASS UNIT ONE, according to the plat thereof, as recorded in Map Book 12, Page(s) 3 through 18, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

BEGINNING at the most Northernly corner of Tract "E", of said Plat of Sawgrass Unit One; thence South 28° 41' 04" West, a distance of 633.36 feet; thence South 29° 29' 42" East, a distance of 568.70 feet; thence South 09° 07' 47" East, a distance of 283.59 feet to a point hereinafter referred to as Point "A", the last three courses described being coincident with the Westerly limits of said Tract "E"; thence North 25° 28' 04" West, a distance of 553.32 feet; thence North 19° 16' 00" West, a distance of 277.13 feet; thence North 07° 26' 33" East, a distance of 85.98 feet; thence North 22° 08' 31" East, a distance of 142.22 feet; thence North 31° 37' 37" East, a distance of 294.11 feet; thence North 22° 04' 27" East, a distance of 136.44 feet to a point on the arc of a circular curve to the right whose radius point bears South 26° 49' 46" West; thence Easterly and Southerly, along the arc of said curve, having a radius of 225.00 feet, an arc distance of 45.36 feet to the POINT OF BEGINNING, the last course described being coincident with the Southerly limits of Parcel "A" (Preston Trail East), of said Plat of SAWGRASS UNIT ONE.

Together with:

Beginning at said Point "A"; thence South 51° 20' 25" East, a distance of 83.24 feet; thence South 20° 36' 42" East, a distance of 241.45 feet; thence South 83° 08' 30" West, a distance of 32.95 feet; thence North 15° 01' 28" West, a distance of 142.16 feet; thence North 29° 04' 49" West, a distance of 165.50 feet to the POINT OF BEGINNING. As described in Fee Simple Deed recorded in Official Records Book 831, Page 129, of said Public Records.

Parcel T

A Part of Section 3, Township 4 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a Point of Reference, commence at the intersection of the Southerly Right-of-Way line of Sawgrass Drive West (Parcel "A" as shown on the plat of Sawgrass Unit One, as recorded in Map Book 12, Pages 3 through 18 of the Public Records of said county) with the Easterly Right-of-Way line of State Road A1A, Ponce De Leon Boulevard (a 200 foot Right-of-Way as now established); thence South 07° 09' 50" East, along said Easterly Right-of-Way line of State Road A1A, a distance of 1077.57 feet to the POINT OF BEGINNING; thence North 82° 50' 10" East, a distance of 220.00 feet; thence South 07° 09' 50" East, a distance of 10.00 feet; thence South 49° 00' 00" East, a distance of 85.00 feet; thence South 64° 50' 11" West, a distance of 70.13 feet; thence South 82° 50' 10" West to an intersection with said Easterly Right-of-Way line of State Road A1A, a distance of 210.00 feet; thence North 07° 09' 50" West, along said Easterly Right-of-Way line of State Road A1A, a distance of 125.00 feet to the POINT OF BEGINNING. As described in Warranty Deed recorded in Official Records Book 1401, Page 271, of said Public Records.

EXCEPTING FROM ALL OF THE FOREGOING THE FOLLOWING CONVEYANCES FROM SAWGRASS COUNTRY CLUB, INC.

- 1) Quit Claim Deed recorded in Official Records Book 890, Page 132, Public Records of St. Johns County, Florida.
- 2) Quit Claim Deed recorded in Official Records Book 890, Page 134, Public Records of St. Johns County, Florida.
- 3) Quit Claim Deed recorded in Official Records Book 890, Page 136, Public Records of St. Johns County, Florida.
- 4) Quit Claim Deed recorded in Official Records Book 890, Page 138, Public Records of St. Johns County, Florida.
- 5) Quit Claim Deed recorded in Official Records Book 890, Page 142, Public Records of

St. Johns County, Florida.

6) Corrective Quit Claim Deed recorded in Official Records Book 1064, Page 592, Public Records of St. Johns County, Florida.

7) Quit Claim Deed recorded in Official Records Book 1048, Page 428, Public Records of St. Johns County, Florida.

8) Corrective Quit Claim Deed recorded in Official Records Book 1053, Page 623, Public Records of St. Johns County, Florida.

9) Quit Claim Deed recorded in Official Records Book 1048, Page 434, Public Records of St. Johns County, Florida.

10) Quit Claim Deed recorded in Official Records Book 1048, Page 437, Public Records of St. Johns County, Florida.

11) Quit Claim Deed recorded in Official Records Book 1048, Page 440, Public Records of St. Johns County, Florida.

12) Quit Claim Deed recorded in Official Records Book 1048, Page 443, Public Records of St. Johns County, Florida.

13) Quit Claim Deed recorded in Official Records Book 1166, Page 1854, Public Records of St. Johns County, Florida.

14) Special Warranty Deed recorded in Official Records Book 1551, Page 1219, Public Records of St. Johns County, Florida.

Together with an Easement for Ingress and Egress for the benefit of said land to State Road 203 and U.S. Highway A-1-A, as granted by Section 6.1 of the Declaration of Restrictions and Easements and Supplementary Restated Declaration of Covenants Re: Assessments, filed April 15, 1988, recorded in Official Records Book 779, page 849 of the public records of St. Johns County, Florida.

EXHIBIT "B"

MAP OF AREA SERVED AND POINT OF DELIVERY

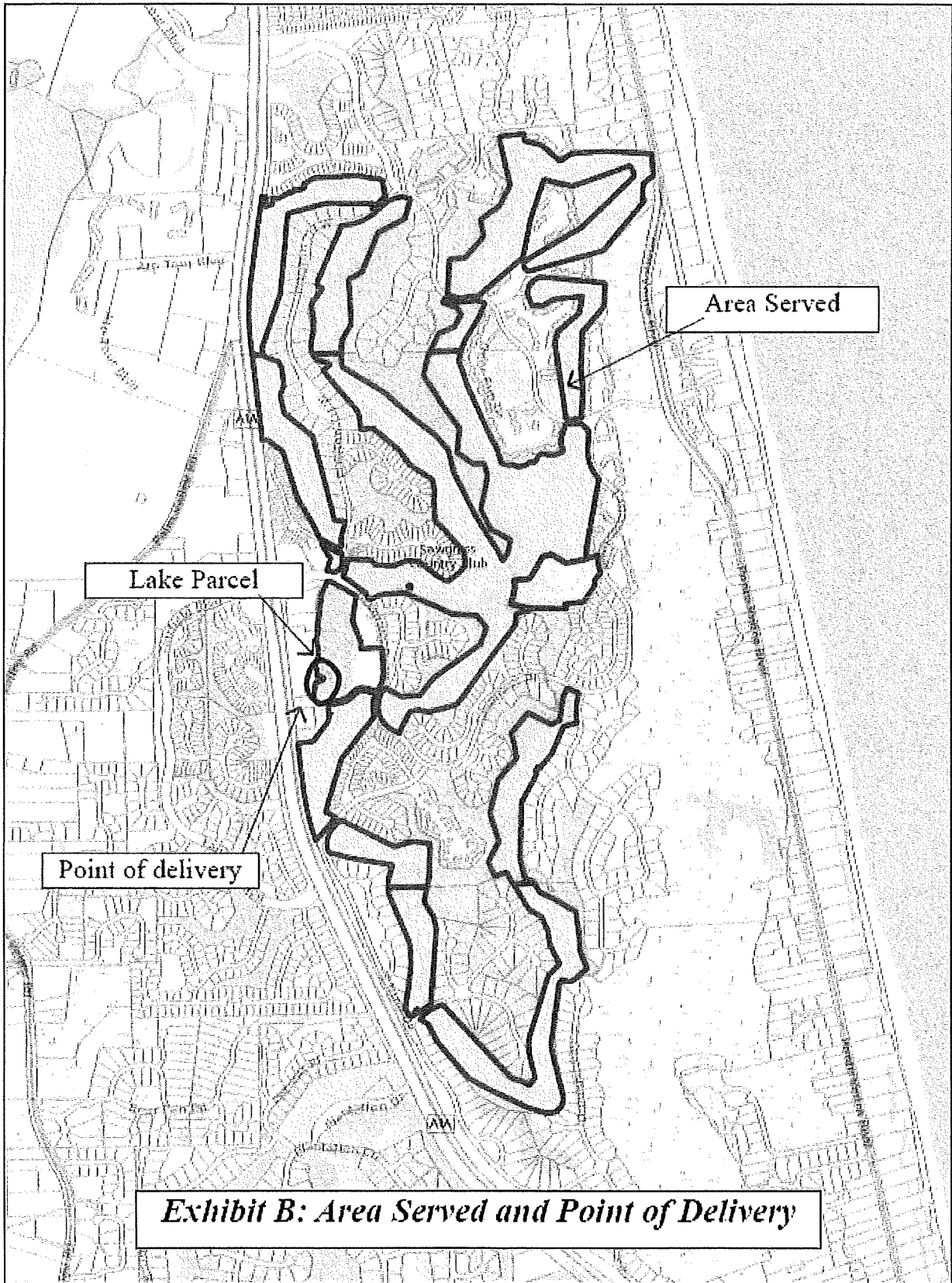


EXHIBIT "C"

CROSS-CONNECTION CONTROL INSPECTION LIST



St. Johns County Reclaimed Water Site Inspection

Work Order No.:	Location (Account) No.:
Location/Subdivision Notes:	Reclaimed Meter No.:
Contact Person/Resident:	Reclaimed Meter Location:
Address:	Potable Meter No.:
Phone:	Potable Meter Location:
Email:	Usage Notes:
Number of Irrigation Zones:	Type of Use: Residential / Other (Specify):

GENERAL INSPECTION

Reclaimed water signage present at site or in subdivision?	Yes	No
Reclaimed water meter box, piping, and sprinkler heads are all purple?	Yes	No
Irrigation system is calibrated and free of leaks/breaks?	Yes	No
Reclaimed water connected to irrigation system ONLY?	Yes	No
Reclaimed water used for approved applications only?	Yes	No

RESIDENTIAL INSPECTION

Hose bibs are connected to potable water ONLY?	Yes	No
Vacuum breakers present on exterior hose bibs?	Yes	No
Backflow device (dual check valve) accessible in potable meter box?	Yes	No
Rain sensor installed and clear of roofline?	Yes	No

NOTE: If "No" is selected for any of the above questions, note correction needed in comments, turn off and lock Reclaimed meter, and notify your direct supervisor and/or Reclaimed Water Coordinator.

COMMENTS

Reclaimed water literature left with customer?	Yes	No
Requires follow up? (list in comments)	Yes	No
Corrections made? (list in comments)	Yes	No
Garden, fruit trees, or alternate water source present? (list in comments)		
Yes No		
<u>Additional Comments/Corrections needed:</u>		

RECLAIMED WATER INSPECTION PROCEDURES

Step 1 – Turn OFF the potable water meter and unlock and turn ON Reclaimed water meter. Turn ON and run at least one hose bib on the outside of the residence. No flow should be observed from the hose bib after 10 seconds.

Did this test pass? YES NO

Step 2 – If Step 1 was successful, turn ON and run each zone of the irrigation system.

Did this test pass? YES NO

*If inspections pass, make sure both the potable and reclaimed water meters are turned ON.

*If any inspection fails, turn OFF and lock the reclaimed water meter and contact your supervisor.

RECLAIMED WATER SERVICE APPROVED / DENIED

Inspected by: _____
Date & Time: _____

(Revised 5/22/2020)

EXHIBIT "D"

SPECIAL PROVISIONS

- D.1. STATEMENT OF MUTUAL BENEFITS: Reclaimed Water service to the User is mutually beneficial to the parties as defined below in these Special Provisions. Further, it is the County's intent to implement a uniform Disposal Allocation incentive policy to all other Large Users in the Ponte Vedra Service Area.
- D.2. DISPOSAL ALLOCATION: In accordance with Section 5 of this Agreement, the User agrees to receive 9.75 million gallons per month (average of 325,000 gallons per day) from the County's Water Reclamation Facility ("**Disposal Allocation**"). Flow provided to the User may be interrupted or halted for undetermined periods as needed by the County, subject to the terms set forth in the Agreement. The User shall maintain a backup source for irrigation water as described in Section 5. The backup source shall be St. Johns County Utility Department well SG-2 (I.D. # 15110), or other County approved source, ("**County Well**"), subject to the following conditions:
- a. Use of the County Well for backup supply shall be limited in volume to the Disposal Allocation;
 - b. Use of the County Well for backup supply shall be allowed only when the well is not actively operating to supply potable water to the County's water plant;
 - c. Any modifications to the County Well required for use as a backup supply for irrigation water for the Property shall be at the User's sole cost and expense and shall be reviewed and approved by the County prior to installation; and
 - d. Use of the County Well shall be in compliance with all conditions stated in the User's District Permit. To the extent allowed by law, regulation, or permit, water used from the County Well for backup supply for irrigation water for the Property shall not count against potable drinking water allocations/demands reported for the County's Consumptive Use Permit.
- D.3. MODIFIED RATE STRUCTURE AND SCHEDULE: In consideration of providing Reclaimed Water to the User, the User's agreement to receive the Disposal Allocation, and the County's operational flexibility to interrupt flow as necessary, the County shall implement a Reclaimed Water service rate grace period ("**Grace Period**") for the term of this Agreement, subject to the conditions set forth below, during which period no rate from the User for the provision of Reclaimed Water service shall be due.

User shall accept and utilize the defined Disposal Allocation as available from the County. In the event the User fails to accept the Disposal Allocation, with exception to those user emergency situations described in Section 22, for any three (3) months out of any twelve (12) month period during the term of this Agreement, the County may elect to terminate the Grace Period, after which the User shall be subject to the standard prevailing rates for interruptible Reclaimed Water service and Section 20 of this Agreement. Such termination shall be effective twelve (12) months from the delivery of written notice to the User of the County's intent to terminate the Grace Period in accordance with this subsection. Upon delivery of written notice, the County may immediately re-prioritize interruptible delivery of Reclaimed Water to the

User limited to periods where excess Reclaimed Water is available in the County's system. Upon written notice of Grace Period termination, the User shall not be obligated to accept and utilize the Disposal Allocation upon termination of the Grace Period. In the event that the User requires a specific volume of Reclaimed Water beyond the excess volume readily available in the County's system to meet an immediate or specific irrigation demand following the written notice to terminate the Grace Period, the requested volume of Reclaimed Water shall be subject to the standard prevailing rates for interruptible Reclaimed Water Service and Section 20 of this Agreement upon delivery.