

**RESOLUTION NO. 2024-35**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT AGREEMENT FROM RAYONIER FOREST RESOURCES, L.P. FOR A RECLAIMED WATER TRANSMISSION MAIN TO BE LOCATED NEAR THE NORTH END OF WATER PLANT ROAD.**

**RECITALS**

**WHEREAS**, Senate Bill 64 was enacted by the Florida Legislature in 2021, requiring domestic wastewater utilities to reduce or eliminate non-beneficial surface water discharge by January 1, 2032; and

**WHEREAS**, St. Johns County recently acquired a parcel located off State Road 207, west of I-95, to construct a new Water Reclamation Facility to accept flows from the State Road 207 and Anastasia Island wastewater service areas to reduce the surface water discharge from the Anastasia Island Water Reclamation Facility to meet the goals of Senate Bill 64; and

**WHEREAS**, the new Water Reclamation Facility will expand the wastewater treatment and water reclamation capacity for the State Road 207 and Anastasia Island wastewater service areas which has recently seen rapid growth; and

**WHEREAS**, Rayonier Forest Resources, L.P., a Delaware limited partnership, has executed and presented to St. Johns County an Easement Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for a reclaimed water transmission main to be located near the north end of Water Plant Road; and

**WHEREAS**, it is in the best interest of the public to accept this Easement Agreement for the health, safety and welfare of the citizens of St. Johns County.

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

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

2. The above-described Easement Agreement, attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

4. The Clerk of Court is instructed to record the original Easement Agreement in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 6th day of February, 2024.

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

BY: \_\_\_\_\_

Sarah Arnold, Chair

Rendition Date: FEB 07 2024

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

Crystal Smith  
Deputy Clerk



## EXHIBIT "A" TO RESOLUTION

This document prepared by:  
(and return to:)  
St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Easement") is made this \_\_\_\_ day of February, 2024 by **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership, whose address is 1 Rayonier Way, Wildlight, Florida 32097, hereinafter referred to as "Grantor", in favor of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, FL 32084 (hereinafter referred to as "Grantee"). Grantor for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged does grant, convey and deliver to Grantee an easement as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Area") to lay, construct, maintain, use, alter, inspect, operate, repair, replace, change the size of and remove a single pipeline (the "Pipeline") not to exceed 36 inches in inside diameter together with appurtenances thereto, for the transportation of reclaimed water, together with other rights as herein set forth on, over, under, across and through the following described land belonging to Grantor situated in St. Johns County, Florida.

1. Pipeline. Except for the purposes and during the periods set forth below, the easement herein granted shall have a permanent width of thirty-five (35) feet with the approximate location of said permanent easement being shown on the Survey attached hereto as Exhibit A, described therein, and made a part hereof.

2. Pipeline Specifications. The Pipeline to be constructed under this grant shall be located at the depth and in accordance with the conditions and specifications contained within Exhibit "B" attached hereto. In addition, Grantee shall have the right to install vents and markers above ground at canal, ditch, highway, road, railroad and fence crossings and at property lines.

3. Right of Access. This Easement includes the initial right to access the Pipeline by the use of any of the contiguous lands or roads owned by Grantor and lying outside of the boundaries of the Easement Area for the purposes of ingress and egress during and throughout the pipeline construction and installation period. After the completion of construction and subsequent clean up and site restoration it is agreed and understood that Grantee shall no longer have full and open surface usage rights. Any subsequent access by Grantee to Grantor's land shall be limited to the specific confines of the actual 35 foot easement as depicted on Exhibit "A" unless Grantee obtains the prior written permission of Grantor.

4. Use and Enjoyment of Easement. Grantor and its successors and assigns shall have the right to use and enjoy the Easement Area, except such use shall not unreasonably interfere with the rights granted hereunder. Grantee shall have the right at any time and from time to time to trim all trees, timber, bushes and undergrowth from the Easement Area and servitude herein granted and to clear and remove any and all other obstructions from the Easement Area and servitude herein granted.

5. Repair of Easement Area. To the extent damaged by Grantee or any officer, employee, representative, contractor, subcontractor, or agent of Grantee while conducting any of Grantee's operations on the Easement Area and subject to the provisions of this Easement, Grantee shall:

- a) Replace all fences and roads, with the same, like or better quality components;
- b) Grade, level, seed and fertilize, with the correct seasonal cover, the areas from which the ground cover has been removed and soil is exposed. Grantee and Grantor will mutually agree upon a reputable provider for seed source, density and frequency of application for the greater of one year or established ground cover year round.
- c) Pay for any damages, including damages resulting from the failure, rupture, leaking or explosion of the Pipeline, to the growing crops, grasses, pre-merchantable timber, site preparation, merchantable timber, natural and decorative trees, shrubbery, water courses, water impoundments, fences, or other personal property of Grantor or Grantor's tenants lying outside of the boundaries of the Easement Area.
- d) Restore wetlands, watercourses and the surface of all other disturbed areas in or on the Easement Area to their original contour, as nearly as practicable, graded, seeded, grassed, and repair any damage to the Easement Area. All trees, stumps and rock removed by Grantee and all trash and debris created by Grantee shall be properly disposed of at a location off of the Easement Area.

The operation and maintenance of the Pipeline and the Easement Area shall be the responsibility of Grantee. Should Grantee fail to adequately maintain or repair the Easement Area, and such failure continues after thirty (30) days written notice, then Grantor may undertake such maintenance and/or repairs and shall be reimbursed upon delivery of paid invoices for the cost of such maintenance and/or repairs.

6. Additional Pipeline Conditions. In addition to the conditions and specifications contained within Exhibit "B", Grantee, at its sole cost and expense, will mark the pipeline route with aboveground markers which will identify the Pipeline and the product being transported in the pipeline. The pipeline markers will be at such locations and distances as are necessary to provide a minimum of line of sight between markers as well as to indicate all points of intersection and crossings of property boundaries, waterbodies, railroad tracks and/or roads. The pipeline markers shall be placed in locations as not to interfere with traffic on the Easement Area.

7. Road Use and Maintenance. During construction and installation of the Pipeline, Grantee will surface with rock (or similar surfacing material) any road used with more than a two-axle truck weighing three (3) tons or more. After construction and installation, Grantee shall continue to maintain the Easement Area in a reasonable and workmanlike manner, except to the extent such damage to the Easement Area was caused by Rayonier or its contractors, as weather and traffic will require additional need for maintenance and repair above the Pipeline. Notwithstanding anything to the contrary, Grantee shall not place weight limits on the road and acknowledges that Grantor will use the road for timber transportation with heavy logs trucks. Grantee shall build and maintain the Easement Area as is necessary to prevent damage to the Pipeline and to allow for Grantor's unrestricted continued use of the Easement Area. Roads used for access by pick-up trucks or lighter traffic will be matted or not used within 24 hours after a rain event in which the rainfall is greater than one (1) inch (the "drain off time"). Additional drain off time of 24 hours will be required for each additional inch of rain. For example, if the road is not matted and does not have rock improvement, no vehicular traffic would be allowed for 48 hours following a 2.2 inch rain event. Additional rain during the drain off time will be added to the original rainfall total for purposes of determining whether additional drain off time is required.

8. Abandonment. This Easement and all rights granted to Grantee shall be null and void and of no force or effect if at any time, Grantee or the successors and assigns of Grantee abandons or ceases to use the Pipeline for the transportation of reclaimed water for a continuous period of one (1) year. Such abandonment or cessation of use of the Pipeline and/or Easement Area shall not affect, defeat, release or diminish the obligations, agreement, and liability for any act, omission or violation of the provisions of this Easement that has accrued to the date that Grantee delivers to Grantor a recorded instrument of release, cancellation and quitclaim of Grantee's rights under this Easement.

9. Exceptions. With respect to the Easement, there is excepted from the rights conveyed to Grantee by this Easement and reserved to Grantor, and the successors and assigns of Grantor:

- a) all right, title and interest in and to merchantable timber, decorative trees, crops, pulpwood and forest products, except as addressed herein (collectively "Timber");
- b) all right, title and interest in and to any oil, gas or any minerals of any kind, character or nature, as well as all dirt, sand, clay or gravel (collectively "Minerals");
- c) the right to cut, remove and dispose of Timber for the account of Grantor;
- d) the right to explore, test conduct geophysical tests and produce the Minerals for the account of Grantor;
- e) the right to full use and enjoyment of the Easement Area, and to grant others the use thereof for farming, hunting, fishing and recreation, for parking or other purposes, including the right, without limitation, to pave or improve any part thereof, to place, construct or allow to be constructed, any water, drainage, sewage or other pipes and ditches, or facilities, streets, alleys, bridges, and the right to grant easements for same, or to dedicate same, cultivate or farm same, or to utilize the property for any other purpose; and
- f) the right to grant others the use of said Easement Area for any purpose that does not unreasonably interfere with Grantee's operation of the Pipeline.

10. Title. Grantee has examined title to the Easement Area and determined that Grantor has title thereto, and Grantee is not relying on any representation or statement by Grantor or any of Grantor's agents, representatives, officers, employees, members, or partners. Grantor makes no warranty, covenant or representation hereunder of any kind, express or implied, as to title, condition of the Easement Area, suitability or otherwise; and the rights of Grantee under this Easement are subject to the reservations and exceptions contained herein, to all easements, right of way, leases and all matters of public record or visible on the ground or that would be shown by an accurate and complete survey, environmental audit, inspection or investigation of the surface or subsurface of the Easement Area or pipeline easement.

11. Indemnity. Subject to the limitations set forth in this Easement, Grantee shall save, protect, defend, hold harmless and indemnify Grantor and Grantor's affiliated or related companies, heirs, members, partners, successors in interest and assigns from and against:

- a) all liens, actions, causes of action, claims, suits and demands which may accrue in favor of or may be asserted by any one or more persons, firms, agencies and governments (whether State, Federal or local), or corporations, as a result of Grantee's operations, but only to the extent such are caused

by the negligence of Grantee or any officer, employee, representative, contractor, subcontractor or agent of Grantee;

b) all liability, costs, damages, fines, losses, expenses, fees, including attorney's fees, consultant and accounting fees, cleanup, testing, monitoring or associated costs and fees, by reason of or on account of any one or more deaths, injury to persons, and/or damages or losses to natural resources and property (real and personal), to the extent caused by in part or in whole by the negligence of Grantee or by the negligence of Grantee's officers, employees, representatives, contractors, subcontractors or agents, or any of them, and resulting from:

- i. the conduct of Grantee's operations including, but not limited to failure, rupture, leak and/or explosion of the Pipeline, fire, pollution or contamination; or
- ii. the acts, omissions, or negligence, direct or indirect, of Grantee, Grantee's representatives, affiliates, parent, officers, directors, agents, contractors, subcontractors, employees, invitees and anyone rendering any service for or to Grantee, or any of them; and/or
- iii. the violation of or failure to comply with any applicable state, federal, or local order, rule, law, statute, regulation or ordinance pertaining to health, safety, transportation and the environment, including, but not limited to, the Federal Energy Regulatory Commission, U.S. Department of Transportation, the Resource Conservation and Recovery Act, the Clean Water Act, National Historic Preservation Act, Toxic Substances Control Act, Comprehensive Environmental Response, Conservation and Liability Act, Clean Air Act and Endangered Species Act.

Nothing in this Easement shall be construed as a waiver of the Grantee's sovereign immunity nor as its consent to be sued by third parties. Grantee's liability is limited in an amount not to exceed the monetary limits on liability set forth in Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time, are deemed to apply to this Easement Agreement, including this agreement to defend, hold harmless and indemnify, as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

12. No Grantor Liability. Notwithstanding anything herein to the contrary, Grantor, Grantor's representatives, affiliates, agents, contractors, invitees, subcontractors, officers, directors, and employees shall not be responsible or liable to Grantee for any damage, cost, loss or destruction to the Pipeline except to the extent caused by Grantor's or Grantor's representatives, affiliates, agents, contractors, invitees, subcontractors, officers, directors, and employees negligence or intentional misconduct.

13. Assignment. Grantor herein, is expressly given the right to sell, transfer, assign and mortgage this Easement Area and servitude or its interest herein, and the same shall be divisible among two or more owners or mortgagees as to any right or rights created hereunder. However, Grantee shall not be entitled to sell access to any other entity or third party for a profit, i.e., allow other parties access along this Easement Area for a charge payable to Grantee or anyone affiliated with Grantee. Such right is reserved by Grantor.

14. Attorneys' Fees. If it becomes necessary for either party to this Easement to institute legal action or proceedings against the other party to enforce the terms and provisions of this Easement, then the

prevailing party shall be entitled to recover from the other party the costs and expenses of such legal action or proceedings, including reasonable attorney's fees.

15. Insurance. During the term of this Easement, Grantec shall submit to Grantor certificates evidencing that insurance of the types and the amounts specified below has been obtained by Grantee, and shall provide such certificates on an annual basis. The policies shall be written on an occurrence basis and not on a claims made basis.

a) Workers' Compensation and Employer's Liability. Workers' Compensation coverage for the state where the Lands are located, and Employer's Liability Insurance with minimum limits of liability of \$500,000. The Workers' Compensation policy shall be endorsed to waive any rights of subrogation against Grantor, its affiliated or related companies, and their respective officers, directors, employees, agents and assigns.

b) Comprehensive General Liability. Comprehensive General Liability Insurance written on a standard liability policy form (sometimes known as commercial general liability insurance) but without exclusionary endorsements which may delete coverage for products/completed operations, personal and advertising injury, blanket contractual, fire legal liability or medical payments. Minimum limits shall be \$1,000,000 per occurrence bodily injury liability and property damage liability combined and \$2,000,000 in the aggregate.

c) Automobile Liability. Comprehensive Automobile Liability Insurance insuring all owned, non-owned and hired automobiles, with minimum limits of liability of \$1,000,000 per occurrence for bodily injury and property damage combined. The policy shall be endorsed to waive any rights of subrogation against Grantor, its affiliated or related companies, and their respective officers, directors, employees, agents and assigns.

d) Additional Insured. The policies and endorsements required hereunder (except for c) shall be endorsed to name as additional insureds Rayonier Inc, its subsidiaries and subsidiaries thereof. The policies shall be endorsed to provide that the coverages provided therein shall be primary and shall be non-contributory to any other insurance carried by Grantor or its affiliated or related companies.

e) General. All certificates shall provide that the insurance will not be cancelled during the term of this Easement without thirty (30) days prior written notice to Grantor. No provision in this Easement with regard to indemnity in any way reduces or changes the insurance coverages required herein, and no provision herein with regard to insurance reduces or changes the indemnity obligations in this Easement. The above provisions with respect to Grantee providing insurance are solely for the benefit of Grantee and Grantor, and third parties have no rights under or by reason of such provisions.

16. Default or Breach. In the event of a material breach by any party hereto of any obligations hereunder, through no default of the other party, the non-breaching party(ies) shall be entitled to obtain an injunction specifically enforcing the performance of such obligation or shall have the right to perform such obligations and be reimbursed for all reasonable costs and expenses incurred in performing such obligations. Reimbursement of such costs and expenses shall occur within thirty (30) days of written request therefor. The parties hereto acknowledge the potential inadequacy of legal remedies and the irreparable harm which could be caused by any such material breach, and in recognition thereof agree to the remedy of injunction provided herein.

Should a party default in the performance of its obligations hereunder (the "Breaching Party"), the party aggrieved as the result of such default (the "Non-breaching Party") shall be entitled to take such action (including but not limited to the performance of work to be done by the Breaching Party) and incur such expenses as may be reasonably required to cure the Breaching Party's material breach, in which event the Breaching Party shall repay the Non-breaching Party such sums of money reasonably expended by the Non-breaching Parties in curing such material breach within thirty (30) days after receipt of written notice thereof from the Non-breaching Party's requesting payment. Unless the performance of the work to be completed as described herein is of an emergency nature, the Non-breaching Parties shall provide written notice to the Breaching Party of any defaults and a demand to cure such default. The Breaching Party shall cure such default within twenty (20) days after said notice of the breach is given to the Breaching Party unless such default is not capable of being cured within said twenty (20) days, in which event the Breaching Party shall commence to cure such default within said twenty (20) day period and shall diligently and continuously work to cure such default.

No delay or omission in the exercise of any right set forth herein accruing upon any default by a party hereto shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by a party hereto of a breach of, or a default in, any of the terms and conditions of this Easement shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement. Except as otherwise specifically provided herein, (i) no remedy provided in this Easement shall be exclusive but each shall be cumulative with all other remedies provided in this Easement, and (ii) all remedies at law or in equity shall be available.

17. Miscellaneous Provisions.

a) All exhibits referenced herein and attached hereto are incorporated in this Easement by this reference.

b) The obligations of Grantor hereunder shall only be binding on the Grantor during the term of its ownership of the Easement Area. Upon Grantor's conveyance of all or any part of the Easement Area, Grantor shall be automatically released from all obligations arising under this Easement with respect to such portion of the Easement Area that has been conveyed but shall remain liable for all obligations arising during its ownership of the portion of the Easement Area that has been conveyed. Any party holding a fee or other ownership interest in the Easement Area, or any portion thereof, shall become liable for all obligations as to the Easement Area, or portion thereof, arising from and after the date of receiving such interest.

c) All easements and rights granted herein shall be binding upon the parties, their respective heirs, legal representatives, successors and assigns and shall be for the use and benefit of all present and future owners of the Easement Area, their tenants, customers, agents, invitees, licensees, guests, occupants and/or mortgagees of all or any portion of the Easement Area.

d) Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns, that nothing in this Easement expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Easement.

e) If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other



persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Easement, and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

f) Nothing in this Easement shall be construed to make the parties hereto partners or joint venturers or render any party liable for the debts or obligations of the other parties hereto.

g) This Easement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; it being the intent hereof that the rights and obligations hereunder shall run with the land and follow the ownership of the Easement Area.

h) This Easement may be amended, modified, or terminated at any time only by a declaration in writing, executed and acknowledged by all of the parties hereto or their successors or assigns; this Easement shall not be otherwise amended, modified or terminated during the term hereof.

18. Applicable Law and Venue. This Easement and the terms and provisions hereof shall be governed by and construed in accordance with the laws of the state of Florida, without regard to conflict or choice of law provisions. For purposes of enforcement of the terms and provisions of this Easement, Grantee agrees that Grantor may execute service of process on Grantee by serving the Secretary of State or Grantee's registered agent in the jurisdiction where the enforcement action is brought. Venue for any administrative and/or legal action or proceeding arising under this Easement shall be in Duval County, Florida.

19. Notice. All notices pertaining to this Easement shall be delivered either by hand or certified mail, return receipt requested to:

Grantor: Rayonier Business Development and Land Resources  
1 Rayonier Way  
Wildlight, FL 32097  
Attn: Jose Villareal

With copy to: Rayonier Legal Department  
1 Rayonier Way  
Wildlight, FL 32097  
Email: legalnotice@rayonier.com

Grantee: St. Johns County Utility Department  
1205 State Road 16  
St. Augustine, FL 32084  
(904) 209-2700

With copy to: St. Johns County  
Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0806

20. Counterparts. This Easement may be executed in one or more counterparts and shall be binding upon each party executing the original or any counterpart hereof, regardless of whether all of the parties owning an interest in the land described above join in the execution of this Easement. The failure

of any party owning an interest in said land to sign this Easement shall not affect its validity as to those whose signatures appear on the original or any counterpart hereof.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.***

***SIGNATURES COMMENCE ON THE FOLLOWING PAGE.***

IN WITNESS WHEREOF, this instrument is executed by the parties hereto as of the 3rd day of Jan 2024 said parties signing in the presence of the witnesses whose names appear opposite their respective signatures.

RAYONIER FOREST RESOURCES, L.P.  
By its managing general partner  
Rayonier Timberlands Management LLC

WITNESSES:

Chrystal C. Dietz  
Print Name: Chrystal C. Dietz  
1 Rayonier Way  
Wildlight, FL 32097  
Sarah Miles  
Print Name: Sarah Miles  
1 Rayonier Way  
Wildlight, FL 32097

By: Mark R. Bridwell  
Mark R. Bridwell  
As Its: Senior Vice President and Corporate Secretary  
Attest: Kyle M. Sawicki  
By: Kyle M. Sawicki

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF NASSAU

I, Anna Michelle Van Deren, a Notary Public in and for said County and State, hereby certify that Mark R. Bridwell, whose name as Vice President and Corporate Secretary and Kyle M. Sawicki, Assistant Secretary, respectively, of Rayonier Timberlands Management, LLC, a Delaware limited liability company, in its capacity as manager of RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership is signed to the foregoing instrument and who personally appeared and are personally known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity and with full authority as manager of said limited partnership.

GIVEN UNDER MY HAND AND SEAL on January 3, 2024 ~~November 29, 2023~~.

Anna Michelle Van Deren  
Signature of Notary Public  
Anna Michelle VanDeren  
(Print Notary Name)  
My Commission Expires: April 3, 2026

AFFIX NOTARY STAMP



ANNA MICHELLE VANDEREN  
Commission # HH 233430  
Expires April 3, 2026

EXHIBIT "A"

"Description of Easement"

LEGAL DESCRIPTION: PROPOSED 35-FOOT-WIDE INGRESS/EGRESS AND UTILITIES EASEMENT.

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

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA SAID POINT BEING A 1/2" IRON PIPE WITH NO IDENTIFICATION; THENCE SOUTH 81°29'42" WEST ALONG SAID SOUTHERLY LINE OF SECTION 19, A DISTANCE OF 1291.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°29'42" WEST, CONTINUING ALONG SAID SOUTH LINE OF SECTION 19, A DISTANCE OF 28.25 FEET TO THE EAST LINE OF WELL SITE NUMBER 15 AS DESCRIBED IN OFFICIAL RECORDS BOOK 404, PAGE 246 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 00°31'43" WEST, DEPARTING SAID SOUTH LINE OF SECTION 19, AND ALONG THE EAST LINE OF WELL SITE NUMBER 15, A DISTANCE OF 250.00 FEET TO THE NORTH LINE OF WELL SITE NUMBER 15; THENCE SOUTH 81°29'42" WEST, ALONG THE NORTH LINE OF WELL SITE 15, A DISTANCE OF 6.35 FEET; THENCE NORTH 04°10'04" WEST, DEPARTING THE NORTH LINE OF WELL SITE 15 A DISTANCE OF 102.16 FEET TO THE POINT OF CURVATURE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 136.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 47°54'39", AND HAVING AN ARC LENGTH OF 113.72 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°07'23" WEST, 110.44 FEET TO THE POINT OF TANGENCY; THENCE NORTH 52°04'42" WEST, A DISTANCE OF 249.93 FEET TO THE POINT OF CURVATURE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1662.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 10°33'42", AND HAVING AN ARC LENGTH OF 306.37 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 46°47'51" WEST, 305.94 FEET TO THE POINT OF TANGENCY; THENCE NORTH 41°31'00" WEST, A DISTANCE OF 150.04 FEET; THENCE NORTH 41°01'17" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 39°17'46" WEST, A DISTANCE OF 180.60 FEET; THENCE NORTH 39°00'31" WEST, A DISTANCE OF 99.63 FEET; THENCE NORTH 41°15'00" WEST, A DISTANCE OF 34.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 110.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 72°22'29", AND HAVING AN ARC LENGTH OF 139.40 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77°30'01" WEST, 130.32 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 110.00 FEET TO THE EASTERLY LINE OF A PERPETUAL EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 404, PAGE 246 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF THE PERPETUAL EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 404, PAGE 246 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA THE FOLLOWING THREE (3) CALLS; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 57°19'34", AND HAVING AN ARC LENGTH OF 110.06 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH

33°27'57" EAST, 105.52 FEET; THENCE NORTH 04°48'10" EAST, A DISTANCE OF 30.02 FEET; THENCE NORTH 00°47'54" EAST, A DISTANCE OF 64.06 FEET; THENCE SOUTH 01°23'30" EAST, A DISTANCE OF 14.35 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 42°26'06", AND HAVING AN ARC LENGTH OF 148.13 FEET, SAID CURVE BEING SUBTENDED BY AN CHORD BEARING AND DISTANCE OF SOUTH 22°36'33" EAST, 144.76 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 43°49'36" EAST, A DISTANCE OF 26.32 FEET; THENCE SOUTH 41°17'00" EAST, A DISTANCE OF 61.51 FEET; THENCE SOUTH 39°00'31" EAST, A DISTANCE OF 100.24 FEET; THENCE SOUTH 39°17'46" EAST, A DISTANCE OF 179.99 FEET; THENCE SOUTH 41°01'17" EAST, A DISTANCE OF 139.47 FEET; THENCE SOUTH 41°31'02" EAST, A DISTANCE OF 149.74 FEET TO A POINT OF CURVATURE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1627.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 10°33'42", AND HAVING AN ARC LENGTH OF 299.92 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°47'51" EAST, 299.49 FEET; THENCE SOUTH 52°04'42" EAST, A DISTANCE OF 249.93 FEET TO A POINT OF CURVATURE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 171.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 47°54'39", AND HAVING AN ARC LENGTH OF 142.99 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°07'23" EAST, 138.86 FEET; THENCE SOUTH 04°10'04" EAST, A DISTANCE OF 102.16 FEET; THENCE SOUTH 01°27'25" EAST, A DISTANCE OF 44.16 FEET; THENCE SOUTH 00°08'19" EAST, A DISTANCE OF 203.27 FEET TO THE POINT OF BEGINNING.

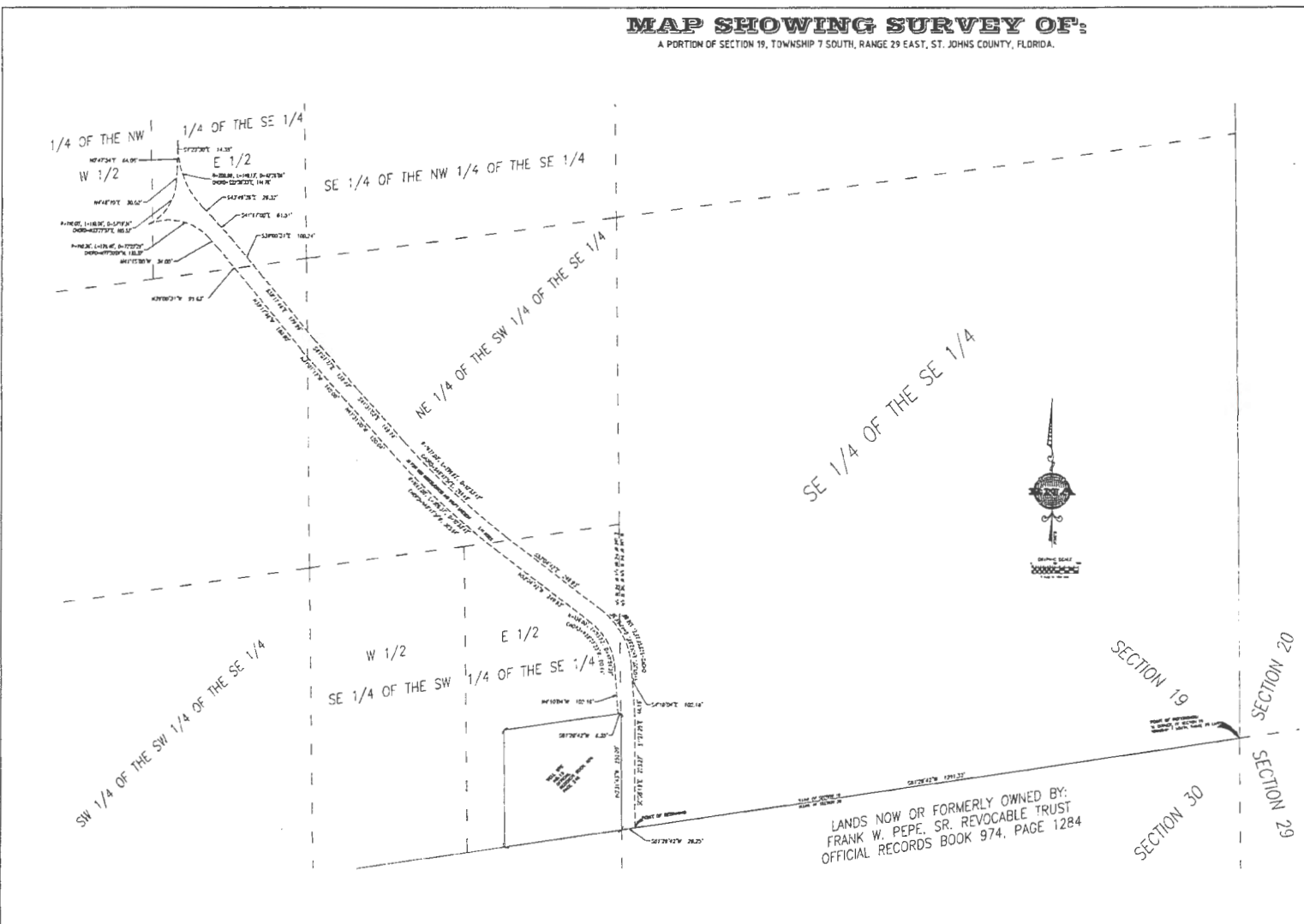
# MAP SHOWING SURVEY OF:

A PORTION OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

LEGAL DESCRIPTION: PROPOSED 15-FOOT-WIDE INGRESS/EGRESS AND UTILITIES EASEMENT.  
A PORTION OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA SAID POINT BEING A 1/2" IRON PIPE WITH NO IDENTIFICATION; THENCE SOUTH 83°29'42" WEST ALONG SAID SOUTHERLY LINE OF SECTION 19, A DISTANCE OF 1392.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°29'42" WEST, CONTINUING ALONG SAID SOUTH LINE OF SECTION 19, A DISTANCE OF 28.25 FEET TO THE EAST LINE OF WELL SITE NUMBER 15 AS DESCRIBED IN OFFICIAL RECORDS BOOK 404, PAGE 246 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 00°31'43" WEST, DEPARTING SAID SOUTH LINE OF SECTION 19, AND ALONG THE EAST LINE OF WELL SITE NUMBER 15, A DISTANCE OF 302.00 FEET TO THE NORTH LINE OF WELL SITE NUMBER 15; THENCE SOUTH 81°29'42" WEST, ALONG THE NORTH LINE OF WELL SITE 15, A DISTANCE OF 6.15 FEET; THENCE NORTH 00°20'4" WEST, DEPARTING THE NORTH LINE OF WELL SITE 15, A DISTANCE OF 302.16 FEET TO THE POINT OF CURVATURE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 136.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 47°54'39", AND HAVING AN ARC LENGTH OF 113.72 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 38°07'23" WEST, 110.44 FEET TO THE POINT OF TANGENCY; THENCE NORTH 32°04'42" WEST, A DISTANCE OF 249.93 FEET TO THE POINT OF CURVATURE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 164.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 10°33'42", AND HAVING AN ARC LENGTH OF 306.37 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°51'51" WEST, 305.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 41°31'00" WEST, A DISTANCE OF 150.04 FEET; THENCE NORTH 41°02'17" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 39°17'46" WEST, A DISTANCE OF 180.40 FEET; THENCE NORTH 37°07'01" WEST, 130.37 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 110.00 FEET TO THE EASTERLY LINE OF THE PERPETUAL EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 404, PAGE 246 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA THE FOLLOWING THREE (3) CALLS; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 57°39'34", AND HAVING AN ARC LENGTH OF 110.06 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°17'57" EAST, 305.52 FEET; THENCE NORTH 04°48'10" EAST, A DISTANCE OF 30.02 FEET; THENCE NORTH 00°47'54" EAST, A DISTANCE OF 64.06 FEET; THENCE SOUTH 02°23'30" EAST, A DISTANCE OF 14.35 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 47°03'07", AND HAVING AN ARC LENGTH OF 348.13 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°36'31" EAST, 144.76 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°49'30" EAST, A DISTANCE OF 26.32 FEET; THENCE SOUTH 41°17'00" EAST, A DISTANCE OF 61.51 FEET; THENCE SOUTH 39°00'31" EAST, A DISTANCE OF 100.24 FEET; THENCE SOUTH 39°17'46" EAST, A DISTANCE OF 129.99 FEET; THENCE SOUTH 41°01'17" EAST, A DISTANCE OF 139.47 FEET; THENCE SOUTH 42°31'02" EAST, A DISTANCE OF 149.74 FEET TO A POINT OF CURVATURE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1627.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 10°33'42", AND HAVING AN ARC LENGTH OF 299.92 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°47'51" EAST, 299.49 FEET; THENCE SOUTH 57°00'42" EAST, A DISTANCE OF 248.93 FEET TO A POINT OF CURVATURE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 172.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 47°54'39", AND HAVING AN ARC LENGTH OF 342.99 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°07'31" EAST, 138.84 FEET; THENCE SOUTH 01°00'4" EAST, A DISTANCE OF 192.16 FEET; THENCE SOUTH 01°37'51" EAST, A DISTANCE OF 44.16 FEET; THENCE SOUTH 00°00'19" EAST, A DISTANCE OF 203.27 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 1.44 ACRES MORE OR LESS.



PROJECT NUMBER  
101-140

DATE: 2/23/2023

SCALE: 1"=100'

DRAWING NO.: EASEMENT

SHEET No. 1/1

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 54-17.001 & 54-17.002 F.A.C.

Albert D  
Bradshaw

Digitally signed by Albert  
D Bradshaw  
Date: 2023.02.23 14:59:31  
-05'00'

ALBERT D. BRADSHAW, P.S., FLORIDA CERTIFICATION NO. 5257

CERTIFIED TO:  
RAYONIER FOREST RESOURCES, L.P.

THIS SURVEY IS CERTIFIED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON AND IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF THE SURVEYOR OR MAPPING CONSULTANT AND APPROVED BY THE PUBLIC RECORDS OFFICE.

REV	DATE	BY	DESCRIPTION
1	10/28	TDH/ADR	REVISED LEGAL DESCRIPTION
2	11/27	TDH/ADR	REVISED CURVE CHORD DIRECTION ON MAP

**BRADSHAW-NILES & ASSOCIATES, INC.**

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS NO. 04524

100 BUSINESS PARK CIRCLE, SUITE 410  
ST. AUGUSTINE, FLORIDA 32084

PHONE: 321-282-2291 FAX: 321-282-1020

## **EXHIBIT "B"**

### **"Conditions and Specifications"**

1. The minimum cover shall be 48" in all areas.
2. Ductile iron pipe for potable and reclaimed watermain shall be installed in accordance with AWWA C600. PVC C905 pipe shall be laid in accordance with AWWA C605 and ASTM D2774. HDPE pipe shall be installed in accordance with the manufacturer's requirements. A qualified joining technician as trained and certified by the manufacturer shall perform all joint fusions.
3. Flushing, disinfection, and bacteriological testing of watermains and pressure and leakage testing of potable and reclaimed watermains and forcemains shall be in accordance with applicable Sections of the St. Johns County Utility Department Water, Wastewater, and Reclaimed Water Standards Manual (Manual).
4. Marking tape and locate wire shall be in accordance with applicable Sections of the Manual.
5. Pipe materials shall be in accordance with applicable Sections of the Manual, but, generally, will be: 1) PVC (Color shall be: BLUE-Potable Water, GREEN-Sewer, and PURPLE-Reclaimed Water) - 4" through 16"-AWWA C905, DR18, 235 psi, 20" through 36"-AWWA C905, DR25, 165 psi; 2) HDPE (Color stripes or outer shell shall be: BLUE-Potable Water, GREEN-Sewer, and PURPLE-Reclaimed Water) - 4" through 36" per AWWA C906, Material-PE 4710 meeting cell classification 445574C per ASTM D3350, 4" through 36"-200 psi (DR11); and 3) Ductile Iron (for Potable and Reclaimed Watermain) - Material: Centrifugally cast, grade 60-42-10 iron meeting requirements of AWWA C150, C151, and C111, Pressure Rating: 4" through 12"-Pressure class 350, 16" through 20"-Pressure Class 250, 24"-Pressure Class 200, and 30" through 48"-Pressure Class 150.



35 Foot Utility Easement

Forbes Rd

N Crossroad

Fisherwood Ter

Ryan Rd

Water Plant Rd



2023 Aerial Imagery  
Date: 12/27/2023

Rayonier Forest Resources, L.P.  
Easement Agreement



Land Management Systems  
(904) 209-0764

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