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**AGENDA ITEM  
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

*Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting*

**7/18/2023**

**BCC MEETING DATE**

**TO: County Administration** **DATE: February 23, 2023**

**FROM: Colin Groff, Utility Director** **PHONE: 904 209-2703**

**SUBJECT OR TITLE: Concert Marsh Landing, LLC Large User Reclaimed Water Agreement**

**AGENDA TYPE: Consent Agenda, Contract, Resolution**

**BACKGROUND INFORMATION:**

St. Johns County Utilities has developed a Large User Agreement for the Delivery and Reuse of Reclaimed Water, which defines specific requirements and conditions for Reclaimed Water Service for the next 10 years. The User has reviewed this agreement and wishes to execute an agreement with the County to retain Reclaimed Water Service. St. Johns County agrees to deliver Reclaimed Water, and Concert Marsh Landing, LLC agrees to receive, accept and beneficially reuse Reclaimed Water upon the lands described in Exhibit "A" found in the Agreement and, in accordance with the terms and conditions set forth in the Agreement.

**1. IS FUNDING REQUIRED?**     No     **2. IF YES, INDICATE IF BUDGETED.**     No      
**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:**  
**INDICATE FUNDING SOURCE:**

**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2023-\_\_\_\_\_, approving the terms, provisions, conditions, and requirements of the Large User Reclaimed Water Agreement between St. Johns County, Florida, and Concert Marsh Landing, LLC and authorizing the County Administrator or designee to execute and record the agreement on behalf of St. Johns County.

**For Administration Use Only:**  
**Legal: BB 6/6/2023      OMB: LF 6/7/2023      Admin: Brad Bradley 6/7/2023**

**RESOLUTION NO. 2023-\_\_\_\_\_**

**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 CONCERT MARSH LANDING, LLC, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.**

**WHEREAS**, Concert Marsh Landing, LLC (“User”) has historically utilized reclaimed water from the County’s Water Reclamation Facilities in Ponte Vedra for beneficial irrigation of the Marsh Landing 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 the delivery and receipt of reclaimed water service for the later of ten (10) years from the Effective Date of the Agreement, or the date the County uniformly discontinues the Disposal Allocation incentive for all large users in the Ponte Vedra Service Area; 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 Concert Marsh Landing, LLC, 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 \_\_\_ day of \_\_\_\_\_, 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

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

THIS LARGE USER AGREEMENT FOR DELIVERY AND REUSE OF RECLAIMED WATER (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”) by and between **CONCERT MARSH LANDING LLC**, whose mailing address is 300 International Parkway, Suite 150, Lake Mary, Florida 32746 (hereinafter referred to as “**User**”) and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose mailing address is 500 San Sebastian View, St. Augustine, Florida 30284 (hereinafter referred to as “**County**,” and together with the User, the “**Parties**”).

**RECITALS**

**WHEREAS**, Reclaimed Water (as defined in Section 7, below) offers an environmentally sustainable method for managing wastewater disposal, conserving potable water sources, and Section 403.064, Florida Statutes, encourages local governments to implement reuse projects and places limitations on deep well injection and other forms of effluent disposal; and,

**WHEREAS**, 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 (the “**Board**”) has enacted Ordinance No. 2022-37 (the “**Utility Ordinance**”), and adopted the Water, Wastewater, and Reclaimed Water Standards Manual pursuant to Resolution No. 2022-165 (the “**Standards Manual**”) to maintain compliance with County Water Reclamation Facility operating permits, applicable laws, rules, and regulations, ensure consistency with the Reclaimed Water Policy and allow for optimization of the County’s Reclaimed Water System; 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, conditions, and responsibilities 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 the 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 hereto represents and warrants to the County that the Party or Parties identified herein as the User constitute all persons or entities that are the record owners of the irrigable Property described in Exhibit “A,” attached hereto.
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” attached hereto and incorporated herein by this reference, 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 Disposal 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 Disposal 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 Disposal 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 Disposal Allocation, 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 the Disposal 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) ten (10) years from the Effective Date, or (b) the date the County uniformly discontinues the Disposal Allocation incentive for all Large Users in the Ponte Vedra Service Area as described in **Exhibit "D"** of this Agreement. If the term of this Agreement has not expired due to the discontinuance of the Disposal Allocation incentive as provided in subsection (b), then the term of this Agreement may be renewed for successive five (5) year terms upon the mutual agreement of both Parties. Not less than one hundred eighty (180) days and no more than three hundred sixty-five (365) days prior to the expiration of the initial term or the then-current five (5) year term, the Parties will meet and discuss the terms and conditions for renewal of the term of this Agreement, which such renewal will reflect and be based on the terms and conditions then being incorporated into the County's standardized Large User Agreements. If revisions to the then-current standardized Large User Agreement are required to serve the User, then the User may elect to not renew the term of this Agreement, at the User's discretion. If revisions are not required to the then-current standardized Large User Agreement or to the Special Provisions, then the Parties shall sign the then-current standardized Large User Agreement, which shall govern and be in effect for the new five (5) year renewal term.
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.** The Point of Delivery ("**POD**") is located at the suction lines to the irrigation pumps located in the irrigation pump building located on the south end of the County's Marsh Landing Wastewater Treatment Facility, further identified in **Exhibit "B"** hereto. 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 treatment to the Reclaimed Water beyond the Compliance Points. 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 to the contrary in this Agreement, 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 to the contrary in this Agreement, the County shall NOT own, operate, or maintain 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. User shall NOT own, operate, maintain, 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 to the contrary in this Agreement, 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.

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 any and all community/facility entrances, storage facilities, and water features. Golf courses shall post, maintain, and replace signage at the storage facilities, water features, and either at the first and the tenth tee or on scorecards, at the User's option.

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 to be located on User's premises to the POD, 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. The User shall make all reasonable efforts to conserve Reclaimed Water. User shall ensure that the User's employees, contractors, agents, residents, and invitees are informed about the importance of water conservation by implementing an educational program.

17. INDEMNIFICATION AND HOLD HARMLESS.

- (a) The Parties agree that, upon a finding through a production of competent evidence that: (i) the County has not placed anything either into or onto the User's property without the User's written consent, and (ii) 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, fees, expenses, or actions, either at law or equity, caused or incurred as the result of the negligence, omissions, or willful acts of the User, its agents, contractors, employees, residents, 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 Users' 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.
- (b) The Parties agree that, upon a finding through the production of competent evidence that: (i) 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 (ii) 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 Reclaimed Water system on the User's property; the County, expressly without waiving any of its rights to 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, fees, 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.
- (c) For the purpose of both provisions (a) and (b) 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 (1/2) 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 Standards Manual, and the Cross-Connection Control Program Manual for Cross-Connection Control and Backflow Prevention, adopted by St. Johns County Resolution No. 2018-151, as may be amended or replaced from time to time (the “**CCCP**”).

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 the 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 the 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 relating to the public health and safety by the User; and (c) the Florida Department of Environmental Protection (“**FDEP**”) provides its approval of the reinstatement to the County in 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.

The 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.

The User must provide the results of a cross-connection inspection performed at each internal service connection prior to each 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 current cross-connection inspections. The service 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 County’s St. Johns River Water Management District consumptive use permit requires 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, below.

20. **BILLING.** Subject to terms and conditions of this Agreement, the County shall invoice the 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 service based on the terms of this Agreement, the 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 the Agreement. Any invoice issued shall include the billing period of service, the amount of Reclaimed water service flows for each billing cycle, the total dollar and cents amount of the invoice, the amount of any credit applicable to said 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.** The 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 such 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:  
Marsh Landing Golf Course  
Superintendent (Tim Lyons)  
25655 Marsh Landing Parkway  
Ponte Vedra Beach, FL 32082

COUNTY:  
Utility Director  
1205 State Road 16  
St. Augustine, FL 32084

With copies to:

Marsh Landing Golf Course

With copies to:

Office of the St. Johns County Attorney

General Manager (Gil Cote)  
25655 Marsh Landing Parkway  
Ponte Vedra Beach, FL 32082

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:

Marsh Landing Golf Course Superintendent (Tim Lyons)  
(904)662-3856  
tim@marshlandingcc.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.

- (a) 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.
- (b) If for any reason during the term of this Agreement, any federal or state 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.
- (c) 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 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, the Florida Administrative Code, St. Johns County Ordinances, and the Standards Manual, as 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 five (5) year 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”** assigns and defines site-specific provisions, if any are applicable (the “**Special Provisions**”).

40. EXHIBITS. The attached exhibits are incorporated herein.

*[SIGNATURES APPEAR ON FOLLOWING PAGES.]*

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

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: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

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

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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: \_\_\_\_\_



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

Signed, sealed and delivered in the presence of:

CONCERT MARSH LANDING, LLC

[Signature]  
Print Name: SIMONE SALETTO

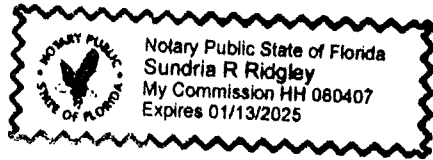
By: [Signature]  
Print Name: WALTER BOGUMIL  
Title: AUTHORIZED PERSON

[Signature]  
Print Name: Vincent Lentini

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8<sup>th</sup> day of May, 20 23, by Walter Bogumil, as Authorized Person of **Concert Marsh Landing, LLC** on behalf of the entity. He/she (check one)  is personally known to me, or  has produced a valid driver's license as identification

[Signature]  
Print Name: Sundria R. Ridgley  
Notary Public, State of Florida  
My Commission Expires: 1/13/25  
Commission Number: HH080407



**LIST OF EXHIBITS**

- Exhibit "A" - Legal Description of Property
- Exhibit "B" - Map of Area Served and Point of Delivery
- Exhibit "B-1" - Detail of Irrigation Station
- Exhibit "C" - Cross Connection Control Inspection List
- Exhibit "D" - Special Provisions

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**PARCEL 1**

TRACT "Q", TOGETHER WITH A PART OF LOTS 59, 62 AND 63, MARSH LANDING AT SAWGRASS UNIT 29, AS RECORDED IN MAP BOOK 29, PAGES 29 THROUGH 37, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 63; THENCE NORTH 04°47'38" EAST, ALONG THE EAST LINE OF SAID LOT 63, A DISTANCE OF 77.67 FEET; THENCE NORTH 44°03'16" WEST, ALONG THE NORTH LINE OF SAID LOT 63, A DISTANCE OF 115.30 FEET; THENCE NORTH 55°30'26" WEST, CONTINUING ALONG THE NORTH LINE OF SAID LOT 63, A DISTANCE OF 29.87 FEET; THENCE NORTH 72°44'52" WEST, A DISTANCE OF 176.49 FEET TO A POINT ON THE EAST LINE OF LOT 61 OF SAID MARSH LANDING AT SAWGRASS UNIT 29; THENCE NORTH 04°47'38" EAST, ALONG THE EAST LINE OF SAID LOT 61, A DISTANCE OF 50.00 FEET; THENCE NORTH 74°28'32" WEST, ALONG THE NORTH LINE OF SAID LOT 61, A DISTANCE OF 172.64 FEET; THENCE SOUTH 13°18'40" WEST, ALONG THE WEST LINE OF SAID LOT 61, A DISTANCE OF 50.00 FEET; THENCE NORTH 55°51'28" WEST, A DISTANCE OF 156.50 FEET TO THE NORTHEAST CORNER OF TRACT "O" OF SAID MARSH LANDING AT SAWGRASS UNIT 29; THENCE NORTH 84°37'40" WEST, ALONG THE NORTH LINE OF SAID TRACT "O" A DISTANCE OF 244.21 FEET TO THE NORTHEAST CORNER OF TRACT "N" OF SAID MARSH LANDING AT SAWGRASS UNIT 29; THENCE NORTH 90°00'00" WEST, ALONG THE NORTH LINE OF SAID TRACT "N", A DISTANCE OF 177.91 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ROYAL TERN ROAD NORTH (RIGHT OF WAY WIDTH VARIES), SAID RIGHT OF WAY BEING A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 15.45 FEET, MAKING A CENTRAL ANGLE OF 17°42'14" AND HAVING A CHORD BEARING OF NORTH 00°02'43" WEST AND A CHORD DISTANCE OF 15.39 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 86.95 FEET, MAKING A CENTRAL ANGLE OF 99°37'57" AND HAVING A CHORD BEARING OF NORTH 41°00'35" WEST AND A CHORD DISTANCE OF 76.40 FEET TO A POINT OF CUSP, SAID POINT LYING ON THE LINE DIVIDING DUVAL AND ST. JOHNS COUNTIES; THENCE NORTH 89°10'27" EAST, ALONG SAID LINE DIVIDING DUVAL AND ST. JOHNS COUNTIES, A DISTANCE OF 1026.70 FEET TO THE NORTHEAST CORNER OF SAID TRACT Q"; THENCE ALONG THE EAST LINE OF SAID TRACT "Q", THE FOLLOWING THREE (3) COURSES: NO. 1 - SOUTH 51°53'18" EAST, A DISTANCE OF 508.71 FEET; NO. 2 - SOUTH 34°58'46" EAST, A DISTANCE OF 306.42 FEET; NO. 3 - SOUTH 06°00'03" WEST, A DISTANCE OF 132.00 FEET TO THE NORTHEAST CORNER OF LOT 64 OF SAID MARSH LANDING AT SAWGRASS UNIT 29; THENCE NORTH 79°28'07" WEST, ALONG THE NORTH LINE OF SAID LOT 64, A DISTANCE OF 211.14 FEET; THENCE SOUTH 67°16'55" WEST, CONTINUING ALONG SAID NORTH LINE OF LOT 64, A DISTANCE OF 53.71 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF KINGFISHER DRIVE (RIGHT OF WAY WIDTH VARIES); THENCE NORTHWESTERLY, ALONG LAST SAID RIGHT OF WAY LINE, THE FOLLOWING THREE COURSES: NO. 1- NORTH 17°29'53" WEST, A DISTANCE OF 6.64 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 277.00 FEET; NO. 2- NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 327.34 FEET, MAKING A CENTRAL ANGLE OF 67°42'29" AND HAVING A CHORD BEARING OF NORTH 52°21'08" WEST AND A CHORD DISTANCE OF 308.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; NO. 3 - NORTH 85°12'22" WEST, A DISTANCE OF 47.47 FEET TO THE POINT OF BEGINNING.

**PARCEL 1.1**

THE NORTH 18.00 FEET OF TRACT "N", MARSH LANDING AT SAWGRASS UNIT TWENTY-NINE, AS RECORDED IN MAP BOOK 29, PAGES 29 THROUGH 37 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 TRACT "N"; THENCE SOUTH 90°00'00" EAST, ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 177.91 FEET TO THE

NORTHEAST CORNER THEREOF; THENCE SOUTH 02°58'06" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "N", A DISTANCE OF 18.02 FEET; THENCE NORTH 90°00'00" WEST, DEPARTING SAID EASTERLY LINE, A DISTANCE OF 170.45 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT "N", SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY LINE OF SAID TRACT "N", A DISTANCE OF 19.27 FEET, MAKING A CENTRAL ANGLE OF 22°04'40" AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 19°56'10" WEST, 19.15 FEET TO THE POINT OF BEGINNING, CONTAINING 3,147 SQUARE FEET, MORE OR LESS.

**PARCEL 2**

A PART OF LOTS 4 AND 5 AND A PART OF TRACT "B", MARSH LANDING AT SAWGRASS UNIT 29 AS RECORDED IN MAP BOOK 29, PAGES 29 THROUGH 37, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF LOT 3 OF SAID MARSH LANDING AT SAWGRASS UNIT 29; THENCE, ALONG THE EAST, SOUTH AND WEST LINES OF SAID TRACT "B" THE FOLLOWING TWELVE (12) COURSES; NO. 1 - SOUTH 72°30'07" WEST, A DISTANCE OF 136.16 FEET; NO. 2 - SOUTH 00°51'44" WEST, A DISTANCE OF 142.50 FEET; NO. 3 - SOUTH 88°02'51" WEST, A DISTANCE OF 362.67 FEET; NO. 4 - SOUTH 82°52'45" WEST, A DISTANCE OF 122.87 FEET; NO. 5 - SOUTH 34°24'24" WEST, A DISTANCE OF 129.10 FEET; NO. 6 - NORTH 67°02'17" WEST, A DISTANCE OF 170.65 FEET; NO. 7 - NORTH 56°56'32" WEST, A DISTANCE OF 74.83 FEET; NO. 8 - NORTH 15°25'23" EAST, A DISTANCE OF 110.35 FEET; NO. 9 - NORTH 36°18'04" EAST, A DISTANCE OF 41.64 FEET; NO. 10 - NORTH 51°46'50" EAST, A DISTANCE OF 64.29 FEET; NO. 11 - NORTH 58°45'24" EAST, A DISTANCE OF 64.70 FEET; NO. 12 - NORTH 40°41'00" EAST, A DISTANCE OF 78.48 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF SAID MARSH LANDING AT SAWGRASS UNIT 29; THENCE SOUTH 35°06'55" EAST, A DISTANCE OF 122.51 FEET; THENCE NORTH 78°22'21" EAST, A DISTANCE OF 57.57 FEET; THENCE NORTH 67°34'17" EAST, A DISTANCE OF 92.03 FEET; THENCE NORTH 12°18'20" EAST, A DISTANCE OF 18.00 FEET; THENCE NORTH 74°58'45" EAST, A DISTANCE OF 126.48 FEET; THENCE SOUTH 84°27'27" EAST, A DISTANCE OF 128.00 FEET; THENCE NORTH 44°02'42" EAST, A DISTANCE OF 142.68 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID MARSH LANDING AT SAWGRASS UNIT 29, SAID CORNER LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF KINGFISHER DRIVE (A VARIABLE WIDTH PRIVATE RIGHT OF WAY) AND ON A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 203.19 FEET, MAKING A CENTRAL ANGLE OF 31°02'43" AND HAVING A CHORD BEARING OF SOUTH 41°46'14" EAST AND A CHORD DISTANCE OF 200.71 FEET TO THE POINT OF BEGINNING.

**PARCEL 3**

TRACT "L", MARSH LANDING AT SAWGRASS UNIT 29 AS RECORDED IN MAP BOOK 29, PAGES 29 THROUGH 37, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO BEING DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE MOST NORTHERLY CORNER OF LOT 41 OF SAID MARSH LANDING AT SAWGRASS UNIT 29; THENCE SOUTH 42°43'50" WEST, ALONG THE NORTH LINE OF SAID LOT 41, A DISTANCE OF 145.08 FEET; THENCE SOUTH 16°11'09" EAST, ALONG THE WEST LINE OF SAID LOT 41, A DISTANCE OF 90.00 FEET; THENCE SOUTH 17°32'53" WEST, ALONG THE WEST LINE OF LOTS 38, 39 AND 40 OF SAID MARSH LANDING AT SAWGRASS UNIT 29, A DISTANCE OF 330.16 FEET; THENCE SOUTH 11°50'09" WEST, ALONG THE WEST LINE OF LOTS 36 AND 37 OF MARSH LANDING AT SAWGRASS UNIT 29, A DISTANCE OF 185.43 FEET TO THE MOST NORTHERLY CORNER OF TRACT "K" OF SAID MARSH LANDING AT SAWGRASS UNIT 29; THENCE SOUTH 49°35'51" WEST, ALONG THE WESTLINE OF SAID TRACT "K", A DISTANCE OF 395.10 FEET; THENCE NORTH 25°52'06" WEST, ALONG THE WEST LINE OF SAID TRACT "L", A DISTANCE OF 220.05 FEET TO THE MOST SOUTH CORNER OF LOT 49 OF SAID MARSH LANDING AT SAWGRASS UNIT 29; THENCE NORTH 40°59'00" EAST, ALONG THE EAST LINE OF SAID LOT 49 AND ALONG THE EAST LINE OF LOT 48 OF SAID MARSH LANDING AT SAWGRASS UNIT 29, A DISTANCE OF 211.01 FEET; THENCE NORTH 27°37'42" EAST, CONTINUING ALONG THE EASTLINE OF SAID LOT 48, A DISTANCE OF 94.79 FEET; THENCE NORTH 11°54'29" EAST, ALONG THE EAST LINE OF LOT 47 OF SAID MARSH LANDING AT SAWGRASS UNIT 29, A DISTANCE OF 160.66 FEET; THENCE NORTH 08°21'42" EAST, ALONG THE EAST

LINE OF LOTS 45 AND 46 OF SAID MARSH LANDING AT SAWGRASS UNIT 29, A DISTANCE OF 199.73 FEET; THENCE NORTH 53°06'48" EAST, CONTINUING ALONG THE EAST LINE OF SAID LOT 45 AND ALONG THE SOUTHEASTERLY LINE OF LOT 44 OF SAID MARSH LANDING AT SAWGRASS UNIT 29, A DISTANCE OF 91.48 FEET; THENCE NORTH 74°54'18" EAST, ALONG THE SOUTH LINE OF LOT 43 OF SAID MARSH LANDING AT SAWGRASS UNIT 29, A DISTANCE OF 106.22 FEET; THENCE SOUTH 65°54'27" EAST, ALONG THE SOUTH LINE OF LOT 42 OF SAID MARSH LANDING AT SAWGRASS UNIT 29, A DISTANCE OF 64.97 FEET; THENCE NORTH 38°48'27" EAST, ALONG THE EAST LINE OF SAID LOT 42, A DISTANCE OF 150.78 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF ROYAL TERN ROAD NORTH (A VARIABLE WIDTH RIGHT OF WAY), SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 41.60 FEET, MAKING A CENTRAL ANGLE OF 08°40'04" AND HAVING A CHORD BEARING OF SOUTH 54°17'16" EAST AND A CHORD DISTANCE OF 41.56 FEET TO THE POINT OF BEGINNING.

**PARCEL 4**

A PART OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE MOST WESTERLY CORNER OF TRACT "K" OF MARSH LANDING AT SAWGRASS UNIT 29 AS RECORDED IN MAP BOOK 29, PAGES 29 THROUGH 37, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 34°03'08" WEST, A DISTANCE OF 263.39 FEET; THENCE SOUTH 72°43'09" WEST, A DISTANCE OF 166.61 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1183, PAGE 627, OF SAID PUBLIC RECORDS; THENCE SOUTH 87°33'36" WEST, ALONG THE NORTH LINE OF LAST SAID LANDS, A DISTANCE OF 125.37 FEET; THENCE SOUTH 05°18'15" WEST, ALONG THE WEST LINE OF LAST SAID LANDS, A DISTANCE OF 198.69 FEET TO THE NORTHWEST CORNER OF LOT 25 OF SAID MARSH LANDING AT SAWGRASS UNIT 29: THENCE SOUTH 44°39'57" WEST, ALONG THE WEST LINE OF SAID MARSH LANDING AT SAWGRASS UNIT 29, A DISTANCE OF 548.39 FEET TO THE MOST EASTERLY CORNER OF TRACT "A" OF MARSH LANDING AT SAWGRASS UNIT 32 "A" AS RECORDED IN MAP BOOK 33, PAGES 30 THROUGH 36, OF SAID PUBLIC RECORDS; THENCE, ALONG THE EAST LINE OF SAID MARSH LANDING AT SAWGRASS UNIT 32 "A", THE FOLLOWING NINE (9) COURSES: NO. 1 - NORTH 54°18'18" WEST, A DISTANCE OF 183.30 FEET; NO. 2 - NORTH 36°15'14" EAST, A DISTANCE OF 186.01 FEET; NO. 3 - NORTH 04°16'43" EAST, A DISTANCE OF 74.74 FEET; NO. 4 - NORTH 26°59'43" WEST, A DISTANCE OF 100.41 FEET; NO. 5 - NORTH 21°36'34" EAST, A DISTANCE OF 175.79 FEET; NO. 6 - NORTH 62°12'41" EAST, A DISTANCE OF 102.03 FEET; NO. 7 - NORTH 39°38'39" EAST, A DISTANCE OF 136.36 FEET; NO. 8 - NORTH 86°05'42" EAST, A DISTANCE OF 293.68 FEET; NO. 9 - NORTH 24°59'25" EAST, A DISTANCE OF 130.19 FEET; THENCE NORTH 41°34'47" EAST, A DISTANCE OF 309.59 FEET TO A POINT ON THE WESTERLY LINE OF LOT 49 OF SAID MARSH LANDING AT SAWGRASS UNIT 29; THENCE SOUTH 25°52'06" EAST, ALONG THE WESTERLY LINE OF SAID LOT 49 AND ALONG THE WESTERLY LINE OF TRACT "L" OF SAID MARSH LANDING AT SAWGRASS UNIT 29, A DISTANCE OF 272.97 FEET TO THE POINT OF BEGINNING.

**PARCEL 5**

TRACT "H", MARSH LANDING AT SAWGRASS UNIT 29, AS RECORDED IN MAP BOOK 29, PAGES 29 THROUGH 35 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LOTS 21 AND 22 OF SAID MARSH LANDING AT SAWGRASS UNIT 29, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEASTERLY CORNER OF SAID TRACT "H", THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG THE BOUNDARIES THEREOF THE FOLLOWING NINE (9) COURSES: COURSE 1 - SOUTH 11°31'20" EAST, A DISTANCE OF 191.64 FEET; COURSE 2 - SOUTH 30°34'46" EAST, A DISTANCE OF 231.25 FEET; COURSE 3 - SOUTH 38°23'35" WEST, A DISTANCE OF 116.63 FEET; COURSE 4 - SOUTH 37°08'50" EAST, A DISTANCE OF 134.56 FEET; COURSE 5 - SOUTH 77°32'54" EAST, A DISTANCE OF 55.23 FEET; COURSE 6 - SOUTH 27°58'50" EAST, A DISTANCE OF 199.19 FEET; COURSE 7 - SOUTH 73°07'02" WEST, A DISTANCE OF 56.67 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 325.00 FEET; COURSE 8 - THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.08 FEET; MAKING A CENTRAL ANGLE OF 06°11'01" AND HAVING A

CHORD BEARING AND DISTANCE OF SOUTH 76°12'35" WEST, 35.06 FEET; COURSE 9 – NORTH 40°17'23" WEST, A DISTANCE OF 458.78 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 22, MARSH LANDING AT SAWGRASS UNIT 29; THENCE SOUTH 49°42'37" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 22, A DISTANCE OF 15.00 FEET; THENCE NORTH 45°15'34" WEST, A DISTANCE OF 261.98 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 21, MARSH LANDING AT SAWGRASS UNIT 29; THENCE NORTH 44°39'57" EAST, ALONG SAID NORTHWESTERLY LINE OF LOT 21 AND THE NORTHWESTERLY LINE OF SAID TRACT "H", A DISTANCE OF 284.57 FEET TO THE POINT OF BEGINNING.

**PARCEL 6**

A PART OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF LOT 9, MARSH LANDING AT SAWGRASS UNIT 29 AS RECORDED IN MAP BOOK 29, PAGES 29 THROUGH 37, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 13°28'39" EAST, ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 176.95 FEET TO THE SOUTHWEST CORNER OF TRACT "E" OF SAID MARSH LANDING AT SAWGRASS UNIT 29; THENCE SOUTH 82°59'10" EAST, A DISTANCE OF 241.10 FEET TO A POINT ON THE WEST LINE OF MARSH LANDING AT SAWGRASS UNIT 20 AS RECORDED IN MAP BOOK 25, PAGES 8, 9 AND 10, OF SAID PUBLIC RECORDS; THENCE SOUTH 07°00'50" WEST, ALONG THE WEST LINE OF SAID MARSH LANDING AT SAWGRASS UNIT 20, A DISTANCE OF 325.42 FEET; THENCE SOUTH 21°52'05" WEST, CONTINUING ALONG LAST SAID WEST LINE, A DISTANCE OF 632.00 FEET; THENCE SOUTH 13°40'59" EAST, ALONG LAST SAID WEST LINE AND ALONG THE WEST LINE OF LOT 11, MARSH LANDING AT SAWGRASS UNIT 18 AS RECORDED IN MAP BOOK 24, PAGES 33 THROUGH 38, OF SAID PUBLIC RECORDS, A DISTANCE OF 205.02 FEET; THENCE NORTH 88°07'46" EAST, ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 189.95 FEET TO THE WEST RIGHT OF WAY LINE OF LAMP LIGHTER LANE (A 50 FOOT PRIVATE RIGHT OF WAY); THENCE SOUTH 05°23'30" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 69.45 FEET TO THE NORTHEAST CORNER OF TRACT "C", MARSH POINTE AT MARSH LANDING UNIT 16 AS RECORDED IN MAP BOOK 23, PAGES 48 THROUGH 51, OF SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY LINE OF SAID MARSH POINTE AT MARSH LANDING UNIT 16, THE FOLLOWING SIX (6) COURSES: NO. 1 - SOUTH 84°36'30" WEST, A DISTANCE OF 57.77 FEET; NO. 2 - SOUTH 44°02'10" WEST, A DISTANCE OF 306.07 FEET; NO. 3 - NORTH 69°15'07" WEST, A DISTANCE OF 350.00 FEET; NO. 4 - SOUTH 33°02'45" EAST, A DISTANCE OF 320.00 FEET; NO. 5 - SOUTH 53°25'33" WEST, A DISTANCE OF 99.00 FEET; NO. 6 - SOUTH 37°42'24" WEST, A DISTANCE OF 102.44 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LAMP LIGHTER LANE AS SHOWN ON THE PLAT OF MARSH LANDING AT SAWGRASS UNIT 17 AS RECORDED IN MAP BOOK 27, PAGES 25 THROUGH 29, OF SAID PUBLIC RECORDS; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: NO. 1 - SOUTH 78°00'00" WEST, A DISTANCE OF 193.16 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 185.00 FEET; NO. 2 - SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.35 FEET, MAKING A CENTRAL ANGLE OF 31°41'51" AND HAVING A CHORD BEARING OF SOUTH 62°09'05" WEST AND A CHORD DISTANCE OF 101.05 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET; NO. 3 - SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, DISTANCE OF 32.65 FEET, MAKING A CENTRAL ANGLE OF 74°49'01" AND HAVING A CHORD BEARING OF SOUTH 83°42'40" WEST AND A CHORD DISTANCE OF 30.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE, AND TO THE NORTHERLY RIGHT OF WAY LINE OF NORTH WIND COURT (A VARIABLE WIDTH PRIVATE RIGHT OF WAY) AS SHOWN ON THE PLAT OF MARSH LANDING AT SAWGRASS UNIT 26, AS RECORDED IN MAP BOOK 27, PAGES 49, 50 AND 51, OF SAID PUBLIC RECORDS; THENCE, ALONG AND AROUND THE BOUNDARY OF SAID MARSH LANDING AT SAWGRASS UNIT 26 THE FOLLOWING FOUR (4) COURSES: NO. 1 - NORTH 58°52'50" WEST, A DISTANCE OF 25.00 FEET; NO. 2 - NORTH 39°35'21" EAST, A DISTANCE OF 79.94 FEET; NO. 3 - NORTH 41°51'57" EAST, A DISTANCE OF 253.43 FEET; NO. 4 - NORTH 20°30'26" WEST, A DISTANCE OF 79.45 FEET TO THE NORTHEASTERLY CORNER OF TRACT "C" OF SAID MARSH LANDING AT SAWGRASS UNIT 26; THENCE NORTH 35°51'06" WEST, A DISTANCE OF 442.55 FEET TO THE SOUTHEAST CORNER OF LOT 15 OF SAID MARSH LANDING AT SAWGRASS UNIT 29; THENCE ALONG AND AROUND THE BOUNDARY OF SAID MARSH LANDING AT SAWGRASS UNIT 29 THE FOLLOWING ELEVEN (11) COURSES: NO. 1 - NORTH 13°22'16" WEST, A DISTANCE OF 177.40 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A

RADIUS OF 375.00 FEET; NO. 2 – NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.98 FEET, MAKING A CENTRAL ANGLE OF 03°30'42" AND HAVING A CHORD BEARING OF NORTH 74°52'23" EAST AND A CHORD DISTANCE OF 22.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; NO. 3 - NORTH 73°07'02" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 375.00 FEET; NO. 4 - NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 372.52 FEET, MAKING A CENTRAL ANGLE OF 56°55'00" AND HAVING A CHORD BEARING OF' NORTH 44°39'32" EAST AND A CHORD DISTANCE OF 357.39 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1275.00 FEET; NO. 5 - NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 185.39 FEET, MAKING A CENTRAL ANGLE OF 08°19'52" AND HAVING A CHORD BEARING OF NORTH 12°02'06" EAST AND A CHORD DISTANCE OF 185.23 FEET; NO. 6 - DEPARTING FROM SAID CURVE, SOUTH 82°07'50" EAST, A DISTANCE OF 91.29 FEET; NO. 7 - NORTH 29°11'05" EAST, A DISTANCE OF 148.71 FEET; NO. 8 - NORTH 10°27'00" EAST, A DISTANCE OF 259.55 FEET; NO. 9 - NORTH 32°31'19" EAST, A DISTANCE OF 106.41 FEET; NO. 10 - NORTH 14°31'50" EAST, A DISTANCE OF 174.88 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 325.00 FEET; NO. 11 - NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.84 FEET, MAKING A CENTRAL ANGLE OF 10°22'21" AND HAVING A CHORD BEARING OF NORTH 80°17'32" EAST AND A CHORD DISTANCE OF 58.76 FEET TO THE POINT OF BEGINNING.

**PARCEL 6.1**

A PORTION OF TRACT "C", MARSH POINTE AT MARSH LANDING UNIT SIXTEEN, AS RECORDED IN MAP BOOK 21, PAGES 48 THROUGH 51 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTH CORNER OF SAID TRACT "C"; THENCE SOUTH 69°15'07" EAST, ALONG THE NORTHEASTERLY LINE THEREOF, A DISTANCE OF 105.00 FEET; THENCE SOUTH 55°11'36" WEST, DEPARTING SAID NORTHEASTERLY LINE, A DISTANCE OF 34.00 FEET; THENCE SOUTH 22°30'32" WEST, A DISTANCE OF 34.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT "C"; THENCE NORTH 33°02'45" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 105.00 FEET TO THE NORTH CORNER THEREOF AND TO THE POINT OF BEGINNING, CONTAINING 2,944 SQUARE FEET, MORE OR LESS.

**PARCEL 7**

A PART OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND A PORTION OF LOT 9, MARSH POINTE AT MARSH LANDING UNIT 16 AS RECORDED IN MAP BOOK 23, PAGES 48 THROUGH 51, OF THE PUBLIC RECORDS OF SAID COUNTY AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF LOT 5, MARSH LANDING AT SAWGRASS UNIT 18 AS RECORDED IN MAP BOOK 23, PAGES 48 THROUGH 52, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF MARSH LANDING PARKWAY (A 100 FOOT PRIVATE RIGHT OF WAY) AND LYING ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 350.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 242.95 FEET, MAKING A CENTRAL ANGLE OF 39°46'16" AND HAVING A CHORD BEARING OF SOUTH 20°05'00" EAST AND A CHORD DISTANCE OF 238.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 39°58'08" EAST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.16 FEET TO THE MOST NORTHERLY CORNER OF LOT 4 OF SAID MARSH LANDING AT SAWGRASS UNIT 18; THENCE, ALONG THE WEST LINE OF LOTS 1 THROUGH 4 OF SAID MARSH LANDING AT SAWGRASS UNIT 18 THE FOLLOWING SEVEN (7) COURSES: NO. 1 - SOUTH 27°59'53" WEST, A DISTANCE OF 144.14 FEET; NO. 2 - SOUTH 20°20'00" WEST, A DISTANCE OF 150.00 FEET; NO. 3 - SOUTH 04°40'00" EAST, A DISTANCE OF 45.00 FEET; NO. 4 - SOUTH 11°20'00" WEST, A DISTANCE OF 100.00 FEET; NO. 5 - SOUTH 27°55'00" WEST, A DISTANCE OF 95.00 FEET; NO. 6 - SOUTH 11°52'00" WEST, A DISTANCE OF 55.50 FEET; NO. 7 - SOUTH 37°36'00" WEST, A DISTANCE OF 32.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 85°24'39" WEST, A DISTANCE OF 101.49 FEET; THENCE SOUTH 20°56'45" WEST, A DISTANCE OF 563.88 FEET; THENCE SOUTH 62°00'20" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 31°14'02" WEST, A DISTANCE OF 69.00 FEET;

THENCE SOUTH 53°10'36" EAST, A DISTANCE OF 164.00 FEET; THENCE NORTH 62°33'38" EAST, A DISTANCE OF 103.00 FEET; THENCE SOUTH 26°21'29" EAST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 75°24'49" EAST, A DISTANCE OF 281.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF BRIDLE WAY (A 60 FOOT PRIVATE RIGHT OF WAY), SAID POINT LYING ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 270.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG LAST SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 148.36 FEET, MAKING A CENTRAL ANGLE OF 31°28'57" AND HAVING A CHORD BEARING OF SOUTH 19°36'36" WEST AND A CHORD DISTANCE OF 146.50 FEET TO THE NORTHEAST CORNER OF LOT 7, MARSH POINTE PATIO HOMES AT MARSH LANDING UNIT 15 AS RECORDED IN MAP BOOK 22, PAGES 58 AND 59, OF SAID PUBLIC RECORDS; THENCE NORTH 89°03'44" WEST, ALONG THE NORTH LINE OF SAID MARSH POINTE PATIO HOMES AT MARSH LANDING UNIT 15, AND ALONG THE NORTH LINE OF MARSH POINTE AT MARSH LANDING UNIT 15 AS RECORDED IN MAP BOOK 22, PAGES 91 THROUGH 93 OF SAID PUBLIC RECORDS, A DISTANCE OF 812.38 FEET; THENCE NORTH 24°54'27" WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 144.32 FEET TO THE MOST NORTHERLY CORNER OF SAID MARSH POINTE AT MARSH LANDING UNIT 15; THENCE NORTH 21°33'47" WEST, A DISTANCE OF 152.54 FEET TO THE MOST EASTERLY CORNER OF TRACT "F" OF MARSH LANDING AT SAWGRASS UNIT 17 AS RECORDED IN MAP BOOK 27, PAGES 10 THROUGH 14, OF SAID PUBLIC RECORDS; THENCE, NORTHERLY, ALONG THE EASTERLY BOUNDARY OF SAID MARSH LANDING AT SAWGRASS UNIT 17 THE FOLLOWING NINE (9) COURSES: NO. 1 - NORTH 32°13'01" WEST, A DISTANCE OF 70.15 FEET; NO. 2 - SOUTH 87°11'57" WEST, A DISTANCE OF 234.13 FEET; NO. 3 - NORTH 35°48'10" WEST, A DISTANCE OF 81.60 FEET; NO. 4 - NORTH 87°02'11" WEST, A DISTANCE OF 238.39 FEET; NO. 5 - NORTH 15°59'04" WEST, A DISTANCE OF 175.51 FEET; NO. 6 - NORTH 49°09'25" EAST, A DISTANCE OF 351.57 FEET; NO. 7 - NORTH 20°22'13" WEST, A DISTANCE OF 207.01 FEET; NO. 8 - NORTH 08°30'44" WEST, A DISTANCE OF 272.19 FEET; NO. 9 - NORTH 20°37'02" WEST, A DISTANCE OF 314.15 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID MARSH LANDING AT SAWGRASS UNIT 17; THENCE NORTH 21°08'37" EAST, A DISTANCE OF 78.85 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF LAMP LIGHTER LANE (A 60 FOOT PRIVATE RIGHT OF WAY); THENCE NORTH 78°00'00" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 134.19 FEET TO A POINT ON THE WESTERLY LINE OF MARSH POINTE AT MARSH LANDING UNIT 16 AS RECORDED IN MAP BOOK 23, PAGES 48 THROUGH 51, OF SAID PUBLIC RECORDS; THENCE, ALONG THE WESTERLY BOUNDARY OF SAID MARSH POINTE AT MARSH LANDING UNIT 16 THE FOLLOWING TWO (2) COURSES: NO. 1 - SOUTH 59°04'08" EAST, A DISTANCE OF 113.00 FEET; NO. 2 - SOUTH 14°51'29" EAST, A DISTANCE OF 297.86 FEET TO THE MOST WESTERLY CORNER OF LOT 9 OF SAID MARSH POINTE AT MARSH LANDING UNIT 16, ALSO BEING THE MOST NORTHERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1145, PAGE 1560 OF SAID PUBLIC RECORDS; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID LANDS THE FOLLOWING FOUR (4) COURSES: NO. 1 - SOUTH 21°36'55" EAST, A DISTANCE OF 189.76 FEET; NO. 2 - SOUTH 51°16'10" EAST, A DISTANCE OF 69.43 FEET; NO. 3 - SOUTH 29°32'09" WEST, A DISTANCE OF 15.00 FEET; NO. 4 - NORTH 77°00'02" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE CONTINUE ALONG THE WESTERLY AND EASTERLY BOUNDARY OF SAID MARSH POINTE AT MARSH LANDING UNIT 16 THE FOLLOWING TWO (2) COURSES: NO. 1 - SOUTH 06°03'04" EAST, A DISTANCE OF 244.16 FEET; NO. 2 - NORTH 32°06'52" EAST, A DISTANCE OF 1015.00 FEET; THENCE NORTH 71°05'37" EAST, A DISTANCE OF 119.23 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 5, MARSH LANDING AT SAWGRASS UNIT 18; THENCE, ALONG THE SOUTH LINE OF SAID LOT 5, THE FOLLOWING THREE (3) COURSES: NO. 1 - NORTH 32°06'52" EAST, A DISTANCE OF 30.00 FEET; NO. 2 - NORTH 48°06'14" EAST, A DISTANCE OF 110.00 FEET; NO. 3 - NORTH 36°16'48" EAST, A DISTANCE OF 50.57 FEET TO THE POINT OF BEGINNING.

**PARCEL 7.1**

A PORTION OF TRACT "A", MARSH POINTE AT MARSH LANDING UNIT SIXTEEN, AS RECORDED IN MAP BOOK 23, PAGES 48 THROUGH 51 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 TRACT "A", SAID POINT LYING ON THE WESTERLY LINE OF THE LANDS RECORDED IN OFFICIAL RECORDS VOLUME 1145, PAGE 1560 OF SAID PUBLIC RECORDS; THENCE SOUTH 77°00'02" EAST, ALONG THE SOUTHWESTERLY LINE THEREOF AND ALONG THE NORTHERLY LINE OF SAID TRACT "A", A DISTANCE OF 60.00 FEET; THENCE



NORTH 29°32'09" EAST, CONTINUING ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 15.00 FEET TO THE SOUTHERLY CORNER OF LOT 9, SAID MARSH POINTE AT MARSH LANDING UNIT SIXTEEN; THENCE SOUTH 51°16'10" EAST, A DISTANCE OF 95.50 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT "A"; THENCE SOUTH 32°06'52" WEST, ALONG THE SAID SOUTH LINE, A DISTANCE OF 215.60 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 06°03'04" WEST, ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 244.16 FEET TO THE POINT OF BEGINNING, CONTAINING 17,784 SQUARE FEET, OR 0.41 ACRES, MORE OR LESS.

**PARCEL 8**

A PART OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, MARSH LANDING AT SAWGRASS UNIT 11 AS RECORDED IN MAP BOOK 19, PAGES 94, 95 AND 96, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG AND AROUND THE BOUNDARY OF SAID MARSH LANDING AT SAWGRASS UNIT II THE FOLLOWING SIX (6) COURSES: NO. 1 - SOUTH 41°56'26" EAST, A DISTANCE OF 92.04 FEET; NO. 2 - SOUTH 75°43'31" EAST, A DISTANCE OF 340.00 FEET; NO. 3 - SOUTH 89°52'17" EAST, A DISTANCE OF 511.00 FEET; NO. 4 - NORTH 40°42'10" EAST, A DISTANCE OF 156.00 FEET; NO. 5 - NORTH 45°38'55" WEST, A DISTANCE OF 389.00 FEET; NO. 6 - NORTH 63°07'45" WEST, A DISTANCE OF 724.14 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF BRIDLE WAY (A 60 FOOT RIGHT OF WAY PER MARSH LANDING AT SAWGRASS UNIT 9 AS RECORDED IN MAP BOOK 17, PAGES 88 THROUGH 92, OF SAID PUBLIC RECORDS), SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 490.00 FEET; THENCE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: NO. 1 - NORTHEASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 129.61 FEET, MAKING A CENTRAL ANGLE OF 15°09'18" AND HAVING A CHORD BEARING OF NORTH 11°45'45" EAST AND A CHORD DISTANCE OF 129.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; NO. 2 - NORTH 19°17'24" EAST, A DISTANCE OF 120.38 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 580.00 FEET; NO. 3 - NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 187.87 FEET, MAKING A CENTRAL ANGLE OF 18°33'32" AND HAVING A CHORD BEARING OF NORTH 10°00'38" EAST, AND A CHORD DISTANCE OF 187.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; NO. 4 - NORTH 00°43'52" EAST, A DISTANCE OF 56.64 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET; NO. 5 - NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET, MAKING A CENTRAL ANGLE OF 90°00'00" AND HAVING A CHORD BEARING OF NORTH 45°43'52" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE, AND TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF TPC BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY); THENCE SOUTH 89°16'08" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 68.27 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1558.60 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 734.45 FEET, MAKING A CENTRAL ANGLE OF 26°59'57" AND HAVING A CHORD BEARING OF SOUTH 75°46'10" EAST AND A CHORD DISTANCE OF 727.67 FEET TO THE MOST NORTHERLY CORNER OF LOT 6, MARSH LANDING AT SAWGRASS UNIT TWELVE AS RECORDED IN MAP BOOK 19, PAGES 88, 89 AND 90 OF SAID PUBLIC RECORDS THENCE ALONG AND AROUND THE BOUNDARY OF SAID MARSH LANDING AT SAWGRASS UNIT 12, THE FOLLOWING FIVE (5) COURSES: NO. 1 - SOUTH 12°49'40" WEST, A DISTANCE OF 175.00 FEET; NO. 2 - SOUTH 84°49'40" WEST, A DISTANCE OF 160.00 FEET; NO. 3 - SOUTH 35°59'54" WEST, A DISTANCE OF 161.91 FEET; NO. 4 - SOUTH 78°35'58" EAST, A DISTANCE OF 195.00 FEET; NO. 5 - SOUTH 44°45'49" EAST A DISTANCE OF 508.00 FEET TO THE MOST WESTERLY CORNER OF LOT 2 OF SAID MARSH LANDING AT SAWGRASS UNIT 12; THENCE SOUTH 40°13'53" WEST, A DISTANCE OF 20.17 FEET; THENCE SOUTH 40°19'29" EAST, A DISTANCE OF 102.12 FEET; THENCE SOUTH 78°48'54" EAST, A DISTANCE OF 50 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 2; THENCE NORTH 56°11'15" EAST, A DISTANCE OF 354.15 FEET TO A POINT ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF WAY LINE OF TPC BOULEVARD, SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1685.14 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AND ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 232.00 FEET, MAKING A CENTRAL ANGLE OF 07°53'18" AND HAVING A CHORD

BEARING OF SOUTH 26°54'17" EAST AND A CHORD DISTANCE OF 231.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 22°57'38" EAST, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 85.53 FEET TO THE NORTHEAST CORNER OF LOT 39, MARSH LANDING AT SAWGRASS UNIT 7 AS RECORDED IN MAP BOOK 17, PAGES 78 THROUGH 83, OF SAID PUBLIC RECORDS; THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID MARSH LANDING AT SAWGRASS UNIT 7 THE FOLLOWING SEVEN (7) COURSES: NO. 1 - SOUTH 67°02'22" WEST, A DISTANCE OF 170.48 FEET; NO. 2 - SOUTH 64°30'39" WEST, A DISTANCE OF 476.37 FEET; NO. 3 - SOUTH 45°39'47" EAST, A DISTANCE OF 603.74 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF FOUNDERS WAY (A 60 FOOT RIGHT OF WAY); NO. 4 - SOUTH 28°03'46" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 46.45 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 490.00 FEET; NO. 5 - SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AND CONTINUING ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 89.86 FEET, MAKING A CENTRAL ANGLE OF 10°30'26" AND HAVING A CHORD BEARING OF SOUTH 33°19'01" WEST AND A CHORD DISTANCE OF 89.73 FEET; NO. 6 - NORTH 58°47'50" WEST, A DISTANCE OF 636.81 FEET; NO. 7 - NORTH 85°18'11" WEST, A DISTANCE OF 647.51 FEET TO THE NORTHWEST CORNER OF LOT 28 OF SAID MARSH LANDING AT SAWGRASS UNIT 7; THENCE NORTH 79°17'28" WEST, A DISTANCE OF 163.29 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LOT 3, MARSH LANDING AT SAWGRASS UNIT 9 AS RECORDED IN MAP BOOK 17, PAGES 88 THROUGH 92, OF SAID PUBLIC RECORDS THENCE ALONG THE NORTHEASTERLY AND NORTHERLY LINES OF LOTS 1, 2 AND 3 OF SAID MARSH LANDING AT SAWGRASS UNIT 9 THE FOLLOWING FIVE (5) COURSES: NO. 1 - NORTH 40°06'43" WEST, A DISTANCE OF 85.62 FEET; NO. 2 - NORTH 77°42'42" WEST, A DISTANCE OF 56.19 FEET; NO. 3 - NORTH 80°06'16" WEST, A DISTANCE OF 112.00 FEET; NO. 4 - NORTH 64°25'54" WEST, A DISTANCE OF 65.00 FEET; NO. 5 - NORTH 39°07'17" WEST, A DISTANCE OF 154.75 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF BRIDLE WAY (A 60 FOOT RIGHT OF WAY), SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1384.30 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 184.32 FEET, MAKING A CENTRAL ANGLE OF 07°37'44" AND HAVING A CHORD BEARING OF NORTH 46°49'44" EAST AND A CHORD DISTANCE OF 184.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°38'36" EAST, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 66.41 FEET TO THE POINT OF BEGINNING.

**PARCEL 9**

A PART OF TRACT "B", MARSH LANDING AT SAWGRASS UNIT SEVEN AS RECORDED IN MAP BOOK 17, PAGES 78 THROUGH 83, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 62, OF SAID MARSH LANDING AT SAWGRASS UNIT SEVEN, SAID POINT LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF FOUNDERS WAY (A 60 FOOT RIGHT OF WAY) AND ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 310.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 26.39 FEET, MAKING A CENTRAL ANGLE OF 04°52'37" AND HAVING A CHORD BEARING OF SOUTH 62°48'35" WEST AND A CHORD DISTANCE OF 26.38 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 416.13 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF LAST SAID CURVE, AND CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 148.30 FEET, MAKING A CENTRAL ANGLE OF 20°25'08" AND HAVING A CHORD BEARING OF SOUTH 55°02'20" WEST AND A CHORD DISTANCE OF 147.52 FEET TO THE MOST SOUTHWEST CORNER OF SAID TRACT "B"; THENCE, ALONG THE WEST LINE OF SAID TRACT "B" THE FOLLOWING FIVE (5) COURSES: NO. 1 - NORTH 29°51'57" WEST, A DISTANCE OF 135.03 FEET; NO. 2 - NORTH 13°50'26" WEST, A DISTANCE OF 213.19 FEET; NO. 3 - NORTH 11°28'10" WEST, A DISTANCE OF 211.22 FEET; NO. 4 - NORTH 02°42'02" WEST, A DISTANCE OF 106.12 FEET; NO. 5 - NORTH 46°05'22" WEST, A DISTANCE OF 164.95 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID FOUNDERS WAY, SAID POINT LYING ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 550.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.26 FEET, MAKING A CENTRAL ANGLE OF 02°06'40" AND HAVING A CHORD BEARING OF NORTH 53°09'43" EAST AND HAVING A CHORD DISTANCE OF 20.26 FEET TO THE WEST CORNER OF LOT 46 OF SAID MARSH LANDING AT SAWGRASS

UNIT SEVEN; THENCE, ALONG AND AROUND SAID LOT 46 THE FOLLOWING THREE COURSES; NO 1 - SOUTH 46°05'22" EAST, A DISTANCE OF 160.00 FEET; NO. 2 - NORTH 43°40'29" EAST, A DISTANCE OF 83.84 FEET; NO. 3 - NORTH 74°51'51" EAST, A DISTANCE OF 160.00 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 46; THENCE SOUTH 13°30'52" EAST, A DISTANCE OF 239.64 FEET TO THE NORTHWEST CORNER OF LOT 63 OF SAID MARSH LANDING AT SAWGRASS UNIT SEVEN; THENCE SOUTH 02°30'55" WEST, ALONG THE WEST LINE OF SAID LOTS 63 AND 62, A DISTANCE OF 375.52 FEET; THENCE, CONTINUING ALONG THE WEST LINE OF SAID LOT 62, SOUTH 41°50'00" EAST DISTANCE OF 67.59 FEET TO THE POINT OF BEGINNING.

**PARCEL 10**

TRACT "A", MARSH LANDING AT SAWGRASS UNIT SEVEN AS RECORDED IN MAP BOOK 17, PAGES 78 THROUGH 83, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA TOGETHER WITH A PART OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF LOT 1, MARSH LANDING AT SAWGRASS UNIT EIGHT AS RECORDED IN MAP BOOK 17, PAGES 84 THROUGH 87, SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF TPC BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY); THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID MARSH LANDING AT SAWGRASS UNIT EIGHT, THE FOLLOWING TEN (10) COURSES: NO. 1 - NORTH 89°18'16" WEST, A DISTANCE OF 120.72 FEET; NO. 2 - NORTH 60°27'36" WEST, A DISTANCE OF 200.66 FEET; NO. 3 - NORTH 89°55'54" WEST, A DISTANCE OF 88.67 FEET; NO. 4 - NORTH 60°00'34" WEST, A DISTANCE OF 106.83 FEET; NO. 5 - NORTH 68°30'38" WEST, A DISTANCE OF 127.63 FEET; NO. 6 - NORTH 24°55'48" WEST, A DISTANCE OF 41.53 FEET; NO. 7 - NORTH 54°33'22" WEST, A DISTANCE OF 97.85 FEET; NO. 8 - SOUTH 89°36'31" WEST, A DISTANCE OF 130.95 FEET; NO. 9 - NORTH 75°43'23" WEST, A DISTANCE OF 56.52 FEET; NO. 10 - NORTH 51°47'28" WEST, A DISTANCE OF 34.51 FEET; THENCE NORTH 45°10'31" WEST, DEPARTING THE NORTHERLY LINE OF SAID MARSH LANDING AT SAWGRASS UNIT EIGHT, A DISTANCE OF 20.23 FEET; THENCE NORTH 33°13'13" WEST, A DISTANCE OF 19.95 FEET; THENCE NORTH 55°57'06" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 64°02'40" WEST, A DISTANCE OF 29.59 FEET; THENCE NORTH 84°45'27" WEST, A DISTANCE OF 30.21 FEET; THENCE SOUTH 37°05'26" WEST, A DISTANCE OF 12.47 FEET; THENCE NORTH 41°37'15" WEST, A DISTANCE OF 201.06 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A", THENCE ALONG AND AROUND THE WESTERLY, NORTHERLY AND EASTERLY BOUNDARY OF SAID TRACT "A" THE FOLLOWING FIVE (5) COURSES: NO. 1 - NORTH 62°09'31" WEST, A DISTANCE OF 147.02 FEET; NO. 2 - NORTH 24°24'36" WEST, A DISTANCE OF 120.21 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF FOUNDERS WAY (A 60 FOOT PRIVATE RIGHT OF WAY), SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 356.13 FEET; NO. 3 - NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 199.29 FEET, MAKING A CENTRAL ANGLE OF 32°03'44" AND HAVING A CHORD BEARING OF NORTH 49°13'02" EAST AND A CHORD DISTANCE OF 196.70 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 370.00 FEET; NO. 4 - NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 31.01 FEET, MAKING A CENTRAL ANGLE OF 04°48'07" AND HAVING A CHORD BEARING OF NORTH 62°50'50" EAST AND A CHORD DISTANCE OF 31.00 FEET; NO. 5 - SOUTH 59°54'35" EAST, A DISTANCE OF 264.04 FEET; THENCE, NORTH 32°10'47" EAST, ALONG THE SOUTH LINE OF SAID MARSH LANDING AT SAWGRASS UNIT SEVEN, A DISTANCE OF 150.10 FEET; THENCE NORTH 24°30'46" EAST, CONTINUING ALONG LAST SAID SOUTH LINE, A DISTANCE OF 124.63 FEET TO A POINT ON THE WEST LINE OF TRACT "A" OF MARSH LANDING AT SAWGRASS UNIT FIVE AS RECORDED IN MAP BOOK 17, PAGES 69 THROUGH 73; THENCE, ALONG THE WESTERLY BOUNDARY OF SAID MARSH LANDING AT SAWGRASS UNIT FIVE THE FOLLOWING SEVEN COURSES: NO. 1 - SOUTH 64°51'47" EAST, A DISTANCE OF 18.00 FEET; NO. 2 - SOUTH 17°48'53" EAST, A DISTANCE OF 33.00 FEET; NO. 3 - SOUTH 31°39'25" WEST, A DISTANCE OF 188.28 FEET; NO. 4 - SOUTH 29°22'51" WEST, A DISTANCE OF 63.00 FEET; NO. 5 - SOUTH 60°37'09" EAST, A DISTANCE OF 273.00 FEET; NO. 6 - SOUTH 54°44'41" EAST, A DISTANCE OF 472.30 FEET; NO. 7 - NORTH 51°12'12" EAST, A DISTANCE OF 73.16 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF AFOREMENTIONED TPC BOULEVARD; THENCE, ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: NO. 1 - SOUTH 11°30'25" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST

AND HAVING A RADIUS OF 430.35 FEET; NO. 2 - SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 222.55 FEET, MAKING A CENTRAL ANGLE OF 29°37'48" AND HAVING A CHORD BEARING OF SOUTH 26°19'19" EAST AND A CHORD DISTANCE OF 220.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; NO. 3 - SOUTH 41°08'13" EAST, A DISTANCE OF 130.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 432.00 FEET; NO. 4 - SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.09 FEET, MAKING A CENTRAL ANGLE OF 03°59'28" AND HAVING A CHORD BEARING OF SOUTH 39°09'02" EAST AND A CHORD DISTANCE OF 30.09 FEET TO THE POINT OF BEGINNING.

**PARCEL 11**

A PART OF SECTIONS 16 AND 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF LOT 30, MARSH LANDING AT SAWGRASS UNIT SIX AS RECORDED IN MAP BOOK 17, PAGES 74 THROUGH 77, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF TPC BOULEVARD (A 100 FOOT RIGHT-OF-WAY) AND ON A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1785.14 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 167.36 FEET, MAKING A CENTRAL ANGLE OF 05°22'18" AND HAVING A CHORD BEARING OF NORTH 36°15'37" WEST AND A CHORD DISTANCE OF 167.30 FEET TO THE SOUTHWEST CORNER OF LOT 5, MARSH LANDING AT SAWGRASS UNIT FOURTEEN AS RECORDED IN MAP BOOK 21, PAGES 51 THROUGH 57, OF SAID PUBLIC RECORDS; THENCE, NORTHEASTERLY AND SOUTHEASTERLY, ALONG THE WESTERLY LINE OF SAID MARSH LANDING AT SAWGRASS UNIT FOURTEEN THE FOLLOWING SIX (6) COURSES; NO. 1 - NORTH 51°55'39" EAST, A DISTANCE OF 784.92 FEET; NO. 2 - NORTH 84°12'30" EAST, A DISTANCE OF 384.00 FEET; NO. 3 - SOUTH 03°49'00" EAST, A DISTANCE OF 105.00 FEET; NO. 4 - SOUTH 73°11'48" EAST, A DISTANCE OF 354.00 FEET; NO. 5 NORTH 80°21'09" EAST, A DISTANCE OF 131.00 FEET; NO. 6 - NORTH 58°42'11" EAST, A DISTANCE OF 44.84 FEET TO THE SOUTHWEST CORNER OF LOT 15 OF SAID MARSH LANDING AT SAWGRASS UNIT FOURTEEN; THENCE NORTH 81°24'50" EAST, A DISTANCE OF 113.51 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE, SOUTHERLY, ALONG THE WESTERLY LINE OF SAID MARSH LANDING AT SAWGRASS UNIT FOURTEEN THE FOLLOWING SEVEN (7) COURSES; NO. 1 - SOUTH 70°20'44" EAST, A DISTANCE OF 20.57 FEET; NO. 2 - SOUTH 19°10'00" EAST, A DISTANCE OF 34.00 FEET; NO. 3 - SOUTH 06°22'47" WEST, A DISTANCE OF 732.00 FEET; NO. 4 - SOUTH 15°32'11" EAST, A DISTANCE OF 548.00 FEET; NO. 5 - SOUTH 30°36'41" WEST, A DISTANCE OF 105.00 FEET; NO. 6 - NORTH 79°25'58" WEST, A DISTANCE OF 155.54 FEET; NO. 7 - SOUTH 00°28'13" EAST, A DISTANCE OF 107.56 FEET TO THE MOST NORTHERLY CORNER OF LOT 40 OF SAID MARSH LANDING AT SAWGRASS UNIT FOURTEEN; THENCE NORTH 59°45'39" WEST, A DISTANCE OF 44.00 FEET; THENCE SOUTH 69°07'29" WEST, A DISTANCE OF 35.88 FEET; THENCE SOUTH 22°37'30" EAST, A DISTANCE OF 87.56 FEET; THENCE SOUTH 10°18'31" EAST, A DISTANCE OF 60.52 FEET; THENCE SOUTH 42°43'52" EAST, A DISTANCE OF 140.62 FEET; THENCE SOUTH 81°28'30" EAST, A DISTANCE OF 130.59 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 40; THENCE, ALONG THE WESTERLY LINE OF SAID MARSH LANDING AT SAWGRASS UNIT FOURTEEN THE FOLLOWING THREE (3) COURSES; NO. 1 - SOUTH 54°30'28" EAST, A DISTANCE OF 315.52 FEET; NO. 2 - SOUTH 08°27'07" EAST, A DISTANCE OF 1082.00 FEET; NO. 3 - SOUTH 10°25'02" WEST, A DISTANCE OF 467.00 FEET TO THE MOST NORTHERLY CORNER OF LOT 58 OF SAID MARSH LANDING AT SAWGRASS UNIT FOURTEEN; THENCE NORTH 57°57'33" WEST, A DISTANCE OF 318.04 FEET TO THE SOUTHEAST CORNER OF LOT 1, MARSH LANDING AT SAWGRASS UNIT FIVE AS RECORDED IN MAP BOOK 17, PAGES 69 THROUGH 73, OF SAID PUBLIC RECORDS; THENCE, ALONG THE EASTERLY LINE OF SAID MARSH LANDING AT SAWGRASS UNIT FIVE THE FOLLOWING SIX (6) COURSES; NO. 1 - NORTH 11°05'13" EAST, A DISTANCE OF 429.49 FEET; NO. 2 - NORTH 05°42'38" EAST, A DISTANCE OF 487.90 FEET; NO. 3 - NORTH 52°41'58" WEST, A DISTANCE OF 103.85 FEET; NO. 4 - NORTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 140.00 FEET, A DISTANCE OF 205.25 FEET, MAKING A CENTRAL ANGLE OF 84°00'00" AND HAVING A CHORD BEARING OF NORTH 48°00'00" WEST AND A CHORD DISTANCE OF 187.36 FEET TO THE POINT OF TANGENCY; NO. 5 - NORTH 01°32'53" EAST, A DISTANCE OF 74.79 FEET; NO. 6 - NORTH 38°41'35" WEST, A DISTANCE OF 283.38 FEET TO THE SOUTHEAST CORNER OF LOT 4, MARSH LANDING AT SAWGRASS UNIT SIX AS RECORDED IN MAP BOOK 17, PAGES 74 THROUGH 77; THENCE,

NORTHERLY AND WESTERLY, ALONG THE EAST LINE OF SAID MARSH LANDING AT SAWGRASS UNIT SIX THE FOLLOWING SIX (6) COURSES: NO. 1 - NORTH 12°16'22" WEST, A DISTANCE OF 86.62 FEET; NO. 2 - NORTH 54°12'09" WEST, A DISTANCE OF 314.67 FEET; NO. 3 - NORTH 16°10'20" WEST, A DISTANCE OF 104.12 FEET; NO. 4 - NORTH 03°48'51" EAST, A DISTANCE OF 160.00 FEET; NO. 5 - NORTH 23°59'53" WEST, A DISTANCE OF 60.59 FEET; NO. 6 - NORTH 15°21'00" EAST, A DISTANCE OF 75.53 FEET TO THE SOUTHERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4874, PAGE 1881; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LANDS THE FOLLOWING TEN (10) COURSES: NO. 1 - NORTH 78°02'21" EAST, A DISTANCE OF 16.50 FEET; NO. 2 - NORTH 52°02'23" EAST, A DISTANCE OF 13.36 FEET; NO. 3 - NORTH 45°23'44" EAST, A DISTANCE OF 17.38 FEET; NO. 4 - NORTH 30°01'07" EAST, A DISTANCE OF 9.70 FEET; NO. 5 - NORTH 14°42'17" EAST, A DISTANCE OF 18.07 FEET; NO. 6 - NORTH 07°06'47" EAST, A DISTANCE OF 19.06 FEET; NO. 7 - NORTH 07°41'01" EAST, A DISTANCE OF 19.94 FEET; NO. 8 - NORTH 06°36'25" WEST, A DISTANCE OF 10.40 FEET; NO. 9 - NORTH 25°14'24" WEST, A DISTANCE OF 15.97 FEET; NO. 10 - NORTH 31°33'22" WEST, A DISTANCE OF 19.16 FEET TO A POINT ON THE EASTERLY LINE OF LOT 11 OF SAID MARSH LANDING AT SAWGRASS UNIT SIX; THENCE NORTHERLY AND WESTERLY ALONG THE EAST AND NORTH LINES OF SAID MARSH LANDING AT SAWGRASS UNIT SIX THE FOLLOWING EIGHT (8) COURSES: NO. 1 - NORTH 15°21'00" EAST, A DISTANCE OF 54.60 FEET; NO. 2 - NORTH 23°37'46" WEST, A DISTANCE OF 87.32 FEET; NO. 3 - NORTH 17°25'05" EAST, A DISTANCE OF 267.26 FEET; NO. 4 - NORTH 27°23'27" EAST, A DISTANCE OF 60.33 FEET; NO. 5 - NORTH 17°49'55" EAST, A DISTANCE OF 456.00 FEET; NO. 6 - SOUTH 79°16'20" WEST, A DISTANCE OF 175.46 FEET; NO. 7 - NORTH 72°36'24" WEST, A DISTANCE OF 550.00 FEET; NO. 8 - SOUTH 63°50'34" WEST, A DISTANCE OF 706.16 FEET TO THE POINT OF BEGINNING.

**PARCEL 11.1**

A PORTION OF TRACT "B", MARSH LANDING AT SAWGRASS UNIT FOURTEEN, AS RECORDED IN MAP BOOK 21, PAGES 51 THROUGH 57 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
FOR A POINT OF BEGINNING, COMMENCE AT THE MOST NORTHERLY CORNER OF SAID TRACT "B"; THENCE SOUTH 36°56'50" EAST, ALONG THE NORTHEASTERLY LINE THEREOF, A DISTANCE OF 60.00 FEET; THENCE SOUTH 54°56'06" WEST, DEPARTING SAID NORTHEASTERLY LINE, A DISTANCE OF 54.92 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT "B"; THENCE NORTH 06°22'47" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,647 SQUARE FEET, MORE OR LESS.

**PARCEL 11.2**

A PORTION OF TRACT "B", MARSH LANDING AT SAWGRASS UNIT FOURTEEN, AS RECORDED IN MAP BOOK 21, PAGES 51 THROUGH 57 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHERLY CORNER OF SAID TRACT "B"; THENCE SOUTH 06°22'47" WEST, ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 592.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 27°09'28" EAST, DEPARTING SAID WESTERLY LINE, A DISTANCE OF 73.00 FEET; THENCE SOUTH 00°15'58" EAST, A DISTANCE OF 185.00 FEET; THENCE SOUTH 26°57'05" WEST, A DISTANCE OF 27.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY LINE OF TRACT "B"; THENCE NORTH 15°32'11" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 140.00 FEET; THENCE NORTH 06°22'47" EAST, CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING, CONTAINING 8,653 SQUARE FEET, MORE OR LESS.

**PARCEL 11.3**

A PORTION OF TRACT "B", MARSH LANDING AT SAWGRASS UNIT FOURTEEN, AS RECORDED IN MAP BOOK 21, PAGES 51 THROUGH 57 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT "B"; THENCE NORTH 15°32'11" WEST, ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 13.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 15°32'11" WEST, ALONG SAID WESTERLY LINE, A

DISTANCE OF 135.05 FEET; THENCE SOUTH 76°52'49" EAST, DEPARTING SAID WESTERLY LINE, A DISTANCE OF 19.72 FEET; THENCE SOUTH 55°36'07" EAST, A DISTANCE OF 30.71 FEET; THENCE SOUTH 29°14'28" EAST, A DISTANCE OF 21.75 FEET; THENCE SOUTH 07°31'42" EAST, A DISTANCE OF 21.47 FEET; THENCE SOUTH 07°12'05" WEST, A DISTANCE OF 27.06 FEET; THENCE SOUTH 17°32'11" WEST, A DISTANCE OF 32.22 FEET; THENCE SOUTH 39°46'29" WEST, A DISTANCE OF 13.61 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY LINE OF TRACT "B" AND TO THE POINT OF BEGINNING, CONTAINING 3,856 SQUARE FEET, MORE OR LESS.

**PARCEL 12 (CLUBHOUSE PARCEL)**

A PART OF GOVERNMENT LOTS 7, 8, 11 AND 12, SECTION 17, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PART OF GOVERNMENT LOT 7 ALSO BEING A PART OF PINECREST ESTATES, AS RECORDED IN MAP BOOK 3, PAGE 144, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY (VACATED BY COUNTY RESOLUTION NO. 88-84), ALL OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MARSH LANDING PARKWAY, FORMERLY T.P.C. BOULEVARD NORTH, WITH THE WEST RIGHT OF LINE OF BRIDLE WAY, BOTH AS PLATTED BY MARSH LANDING AT SAWGRASS UNIT NINE, AS RECORDED IN MAP BOOK 17, PAGES 88, 89, 90, 91 AND 92, OF SAID PUBLIC RECORDS; THENCE, SOUTHERLY, ALONG SAID WEST RIGHT OF WAY LINE OF BRIDLE WAY, THE FOLLOWING SIX (6) COURSES: NO. 1 - SOUTH 00°43'52" WEST, A DISTANCE OF 181.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 520.00 FEET; NO. 2 - THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 168.43 FEET, MAKING A CENTRAL ANGLE OF 18°33'28" AND HAVING A CHORD BEARING OF SOUTH 10°00'40" WEST AND A CHORD DISTANCE OF 167.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; NO. 3 - THENCE SOUTH 19°17'24" WEST, A DISTANCE OF 120.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; NO. 4 - THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 314.72 FEET, MAKING A CENTRAL ANGLE OF 17°21'48" AND HAVING A CHORD BEARING OF SOUTH 02°53'50" WEST AND A CHORD DISTANCE OF 310.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; NO. 5 - THENCE SOUTH 13°29'45" EAST, A DISTANCE OF 84.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 270.00 FEET; NO. 6 - THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 81.82 FEET, MAKING A CENTRAL ANGLE OF 17°21'48" AND HAVING A CHORD BEARING OF SOUTH 04°48'51" EAST AND A CHORD DISTANCE OF 81.51 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, WESTERLY AND NORTHERLY, ALONG THE BOUNDARY OF MARSH LANDING GOLF COURSE, THE FOLLOWING EIGHT (8) COURSES: NO. 1 - NORTH 75°24'47" WEST, A DISTANCE OF 281.98 FEET; NO. 2 - NORTH 26°21'29" WEST, A DISTANCE OF 160.00 FEET; NO. 3 - SOUTH 62°33'38" WEST, A DISTANCE OF 103.00 FEET; NO. 4 - NORTH 53°10'36" WEST, A DISTANCE OF 164.00 FEET; NO. 5 - NORTH 31°14'02" EAST, A DISTANCE OF 69.00 FEET; NO. 6 - NORTH 62°00'20" WEST, A DISTANCE OF 220.00 FEET; NO. 7 - NORTH 20°56'45" EAST, A DISTANCE OF 563.88 FEET; NO. 8 - SOUTH 85°24'39" EAST, A DISTANCE OF 101.49 FEET TO THE SOUTHWEST CORNER OF LOT 1, MARSH LANDING AT SAWGRASS UNIT EIGHTEEN, AS RECORDED IN MAP BOOK 24, PAGES 33 THROUGH 38, OF SAID PUBLIC RECORDS; SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE ADDITIONAL LANDS DESCRIBED AS A PORTION OF SAID SECTION 17 IN OFFICIAL RECORDS VOLUME 1022, PAGE 284 OF SAID PUBLIC RECORDS; THENCE SOUTH 37°36'00" WEST, ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 58.10 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 31°48'12" WEST, A DISTANCE OF 43.61 FEET; THENCE SOUTH 49°48'22" WEST, A DISTANCE OF 42.38 FEET; THENCE SOUTH 70°42'05" EAST, A DISTANCE OF 109.14 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 109.49 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.03 FEET, MAKING A CENTRAL ANGLE OF 40°49'57" AND HAVING A CHORD BEARING OF NORTH 61°41'34" EAST AND A CHORD DISTANCE OF 76.39 FEET; THENCE NORTH 05°45'28" EAST, A DISTANCE OF 49.83 FEET TO A POINT ON THE SOUTH LINE OF THE SAID LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1022, PAGE 284; THENCE EASTERLY AND NORTHERLY ALONG SAID LANDS THE FOLLOWING THREE (3) COURSES: NO. 1 - SOUTH 83°01'00" EAST, A DISTANCE OF 91.48 FEET; NO. 2 - NORTH 81°37'25" EAST, A DISTANCE OF 75.51 FEET; NO. 3 - NORTH 06°59'00" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF AFORESAID LOT 1; THENCE NORTH 45°43'52" EAST ALONG THE EASTERLY LINE OF SAID LOT 1, A

DISTANCE OF 59.19 FEET SOUTHWEST CORNER OF TRACT "A" OF SAID MARSH LANDING AT SAWGRASS UNIT 18; THENCE SOUTH 89°16'03" EAST, ALONG THE SOUTH LINE OF TRACT "A", A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°43'52" WEST, A DISTANCE OF 22.00 FEET; THENCE SOUTH 89°16'08" EAST, A DISTANCE OF 12.00 FEET; THENCE NORTH 00°43'52" EAST, A DISTANCE OF 22.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF TRACT "A"; THENCE NORTHERLY AND EASTERLY ALONG THE SOUTHEASTERLY LINES OF TRACT "A" THE FOLLOWING THREE (3) COURSES: NO. 1 - NORTH 50°43'52" EAST, A DISTANCE OF 19.58 FEET; NO. 2 - NORTH 00°43'52" EAST, A DISTANCE OF 112.50 FEET; NO. 3 - NORTH 65°53'19" EAST, A DISTANCE OF 142.90 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED MARSH LANDING PARKWAY (A PRIVATE ROAD OF VARIABLE WIDTH); THENCE SOUTHEASTERLY, ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES: NO. 1 - SOUTHEASTERLY, ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 550.00 FEET, A DISTANCE OF 29.27 FEET, MAKING A CENTRAL ANGLE OF 03°02'58" AND HAVING A CHORD BEARING OF SOUTH 24°55'29" EAST AND A CHORD DISTANCE OF 29.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; NO. 2 - SOUTH 23°24'00" EAST, A DISTANCE OF 56.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 360.00 FEET; NO. 3 - SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.79 FEET, MAKING A CENTRAL ANGLE OF 00°56'56" AND HAVING A CHORD BEARING OF SOUTH 23°52'28" EAST AND A CHORD DISTANCE OF 6.79 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET; NO. 4 - SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 133.76 FEET, MAKING A CENTRAL ANGLE OF 76°38'16" AND HAVING A CHORD BEARING OF SOUTH 13°58'12" WEST AND A CHORD DISTANCE OF 124.01 FEET TO THE POINT OF BEGINNING.

**PARCEL 13 (MAINTENANCE PARCEL)**

A PART OF GOVERNMENT LOT 7, SECTION 17, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, A PORTION OF SAID GOVERNMENT LOT 7 ALSO BEING A PART OF PINECREST ESTATES, AS RECORDED IN MAP BOOK 3, PAGE 144, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY (VACATED BY COUNTY RESOLUTION NO. 88-84), ALL OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT "F", FOUND FOREST AT MARSH LANDING REPLAT, AS RECORDED IN MAP BOOK 51, PAGES 24 THROUGH 47 OF SAID PUBLIC RECORDS, SAID POINT ALSO LYING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF MARSH LANDING PARKWAY (A 100 FOOT PRIVATE RIGHT OF WAY AS PLATTED BY MARSH LANDING AT SAWGRASS UNIT EIGHTEEN AS RECORDED IN MAP BOOK 24, PAGES 33 THROUGH 38 OF SAID PUBLIC RECORDS); THENCE ALONG THE SOUTHERLY LINE OF SAID FOUND FOREST AT MARSH LANDING REPLAT THE FOLLOWING FIVE (5) COURSES: COURSE 1 – NORTH 56°34'53" EAST, A DISTANCE OF 20.71 FEET; COURSE 2 – NORTH 28°39'45" WEST, A DISTANCE OF 24.48 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DEER COLONY LANE (A 60 FOOT PRIVATE RIGHT OF WAY), SAID POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25 FEET; COURSE 3 – NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 3.19 FEET; MAKING A CENTRAL ANGLE OF 07°18'56" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55°04'20" EAST, 3.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE 4 – NORTH 58°43'48" EAST, A DISTANCE OF 35.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 170.00 FEET; COURSE 5 – THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 67.77 FEET, MAKING A CENTRAL ANGLE OF 22°50'22" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°08'59" EAST, 67.32 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2241, PAGE 506 OF SAID PUBLIC RECORDS; THENCE SOUTH 02°19'12" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 44.07 FEET TO THE SOUTHWEST CORNER OF LAST SAID LANDS; THENCE NORTH 87°40'48" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 6.87 FEET TO A POINT ON THE WESTERLY LINE OF TRACT "A" OF AFORESAID FOUND FOREST AT MARSH LANDING REPLAT; THENCE SOUTH 00°00'36" EAST, A DISTANCE OF 59.50 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°06'52" EAST, A DISTANCE OF 249.66 FEET TO A POINT ON THE WESTERLY LINE OF CORAL STREET (A 40 FOOT RIGHT OF WAY PER THE PLAT OF PINECREST ESTATES, AS RECORDED IN MAP BOOK 3, PAGE 144, OF SAID PUBLIC RECORDS); THENCE SOUTH 00°00'36" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 261.38 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF HOLLY AVENUE (A

20 FOOT RIGHT OF WAY PER THE PLAT OF PINECREST ESTATES, AS RECORDED IN MAP BOOK 3, PAGE 144, OF SAID PUBLIC RECORDS); THENCE SOUTH 89°16'08" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00°00'36" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 46.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MARSH LANDING PARKWAY (A 100 FEET PRIVATE RIGHT OF WAY AS PLATTED BY MARSH LANDING AT SAWGRASS UNIT NINE, AS RECORDED IN MAP BOOK 17, PAGES 88 THROUGH 92 OF SAID PUBLIC RECORDS); SAID POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1658.60 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 89.72 FEET; MAKING A CENTRAL ANGLE OF 03°05'58" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°30'29" WEST, 89.71 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MARSH LANDING PARKWAY (A 100 FOOT PRIVATE RIGHT OF WAY AS PLATTED BY SAID MARSH LANDING AT SAWGRASS UNIT EIGHTEEN), SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 310.00 FEET; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID MARSH LANDING PARKWAY THE FOLLOWING THREE (3) COURSES: COURSE 1 – THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 318.01 FEET; MAKING A CENTRAL ANGLE OF 58°46'35" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 52°47'17" WEST, 304.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE 2 - THENCE NORTH 23°24'00" WEST, A DISTANCE OF 56.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 650.00 FEET; COURSE 3 - THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 100.53 FEET, MAKING A CENTRAL ANGLE OF 08°51'42" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27°49'51" WEST, 100.43 FEET TO THE POINT OF BEGINNING.

**PARCEL 14 (DUVAL COUNTY PARCEL)**

A PORTION OF THE WILLIAM HART GRANT, SECTION 55, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5470, PAGE 1194 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5470, PAGE 1194 OF SAID PUBLIC RECORDS, SAID POINT LYING ON THE LINE DIVIDING DUVAL AND ST. JOHNS COUNTIES; THENCE NORTH 22°01'18" WEST, ALONG THE WESTERLY LINE SAID LANDS, A DISTANCE OF 97.34 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7021, PAGE 1975 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF LAST SAID LANDS THE FOLLOWING THREE (3) COURSES: COURSE 1 – NORTH 55°25'15" EAST, A DISTANCE OF 126.97 FEET; COURSE 2 – SOUTH 70°03'22" EAST, A DISTANCE OF 274.39 FEET; COURSE 3 – SOUTH 80°33'29" EAST, A DISTANCE OF 359.07 FEET TO THE AFOREMENTIONED LINE DIVIDING DUVAL AND ST. JOHNS COUNTIES; THENCE SOUTH 89°10'27" EAST, ALONG SAID DIVIDING LINE, A DISTANCE OF 680.25 FEET TO THE POINT OF BEGINNING.

**PARCEL 14.1**

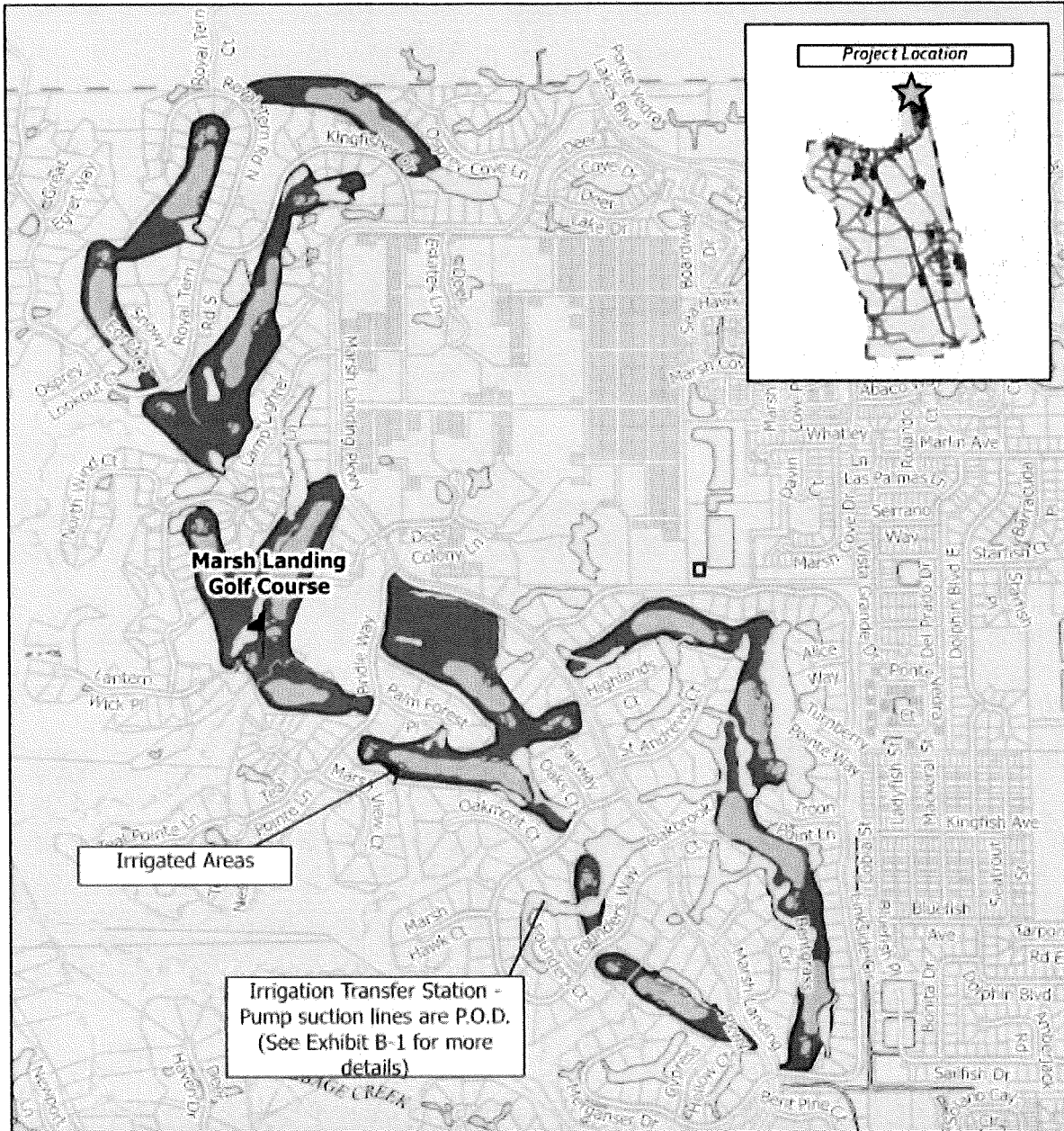
A PORTION OF THE WILLIAM HART GRANT, SECTION 55, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, MARSH LANDING AT SAWGRASS UNIT THIRTY-ONE, AS RECORDED IN PLAT BOOK 50, PAGES 83, 83A AND 83B OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE NORTH 64°15'22" EAST, ALONG THE SOUTHEASTERLY LINE OF LOT 1 AND ITS NORTHEAST PROJECTION, A DISTANCE OF 147.18 FEET TO A POINT ON THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5470, PAGE 1194 OF SAID PUBLIC RECORDS; THENCE SOUTH 22°01'53" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 66.51 FEET TO THE SOUTHWEST CORNER THEREOF, SAID CORNER LYING ON THE LINE DIVIDING DUVAL AND ST. JOHNS COUNTY; THENCE SOUTH 89°10'27" WEST, ALONG SAID DIVIDING LINE, A DISTANCE OF 157.53 FEET TO THE POINT OF BEGINNING, CONTAINING 4,484 SQUARE FEET, MORE OR LESS.







**EXHIBIT "B"**

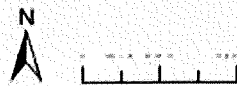
**MAP OF AREA SERVED AND POINT OF DELIVERY**



**Exhibit B: Marsh Landing Golf Course Reuse Service Area**

**Legend**

-  Irrigation Transfer Pump Station
-  Golf Course
-  Parcel
-  Local Roads

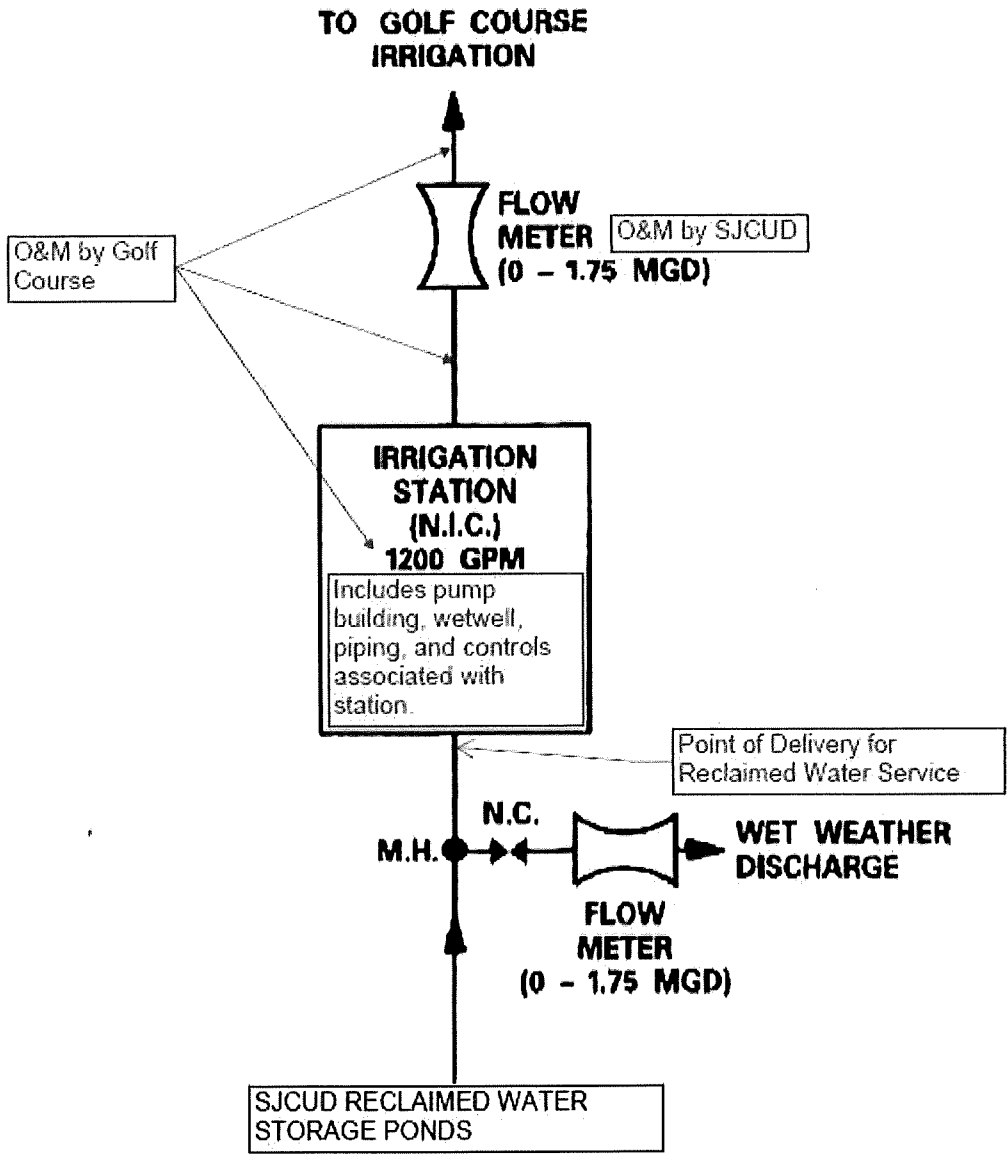


Prepared: 09/19/22  
 This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County Utility Department disclaims all responsibility for the accuracy or completeness of the data shown here.

EXHIBIT "B-1"

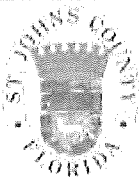
DETAIL OF IRRIGATION STATION

Marsh Landing Irrigation Station Schematic (Exhibit B-1)



**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		
Additional Comments/Corrections needed: _____		

### 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 10.5 million gallons per month (average of 350,000 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 of the Agreement.
- 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 (the "**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 the exception of those emergency situations described in Section 22 of the Agreement, 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 the Agreement. Such termination shall be effective immediately upon delivery of written notice to the User of the County's intent to terminate the Grace Period in accordance with this subsection. Upon such termination, the User shall not be obligated to accept and utilize the Disposal Allocation, and 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. If, after termination of the Grace Period, the User shall require a specific volume of Reclaimed Water beyond the excess volume available in the County's system in order to meet an immediate or specific irrigation demand, the requested volume of Reclaimed Water shall, upon delivery, be subject to the standard prevailing rates for interruptible Reclaimed Water Service and Section 20 of the Agreement.