

RESOLUTION NO. 2021- 74

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY, FLORIDA, ALTA MAR HOLDINGS, LLC, AND OBDP, LLC, TO DEFINE REQUIRED UTILITY TRANSMISSION COMMITMENTS AND REIMBURSEMENTS, AND ENTER INTO A LARGE USER RECLAIMED WATER SERVICE AGREEMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE SEWER UNIT CONNECTION REFUND AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, Alta Mar Holdings, LLC and OBDP, LLC (Collectively known as Owners) is required to design, construct, and dedicate specific Wastewater Transmission Contributions to the County for ownership and maintenance in order for the County to provide utility service to the Oak Bridge PUD (MAJMOD 2017000010), located along the west side of State Road A1A, just north of the intersection of Sawgrass Village Drive, Ordinance 1975-15, as amended and approved by the Board of County Commissioners; and

WHEREAS, the St. Johns County is planning to refurbish a sanitary sewer pump station located at 108 Nina Court, Ponte Vedra Beach. To improve access and minimize the construction activity and noise impact to the adjacent homeowners during the repairs, the County is seeking the Owners' dedication of a parcel within the Development Parcel for location of a new pump station to facilitate relocating the Existing Pump Station; and

WHEREAS, the County and Owners have drafted a Memorandum of Understanding (MOU) to define the scope, timing, coordination of easements, and method of reimbursement for the utility transmission contributions via future unit connection fee refund agreements which are defined substantially in the forms herein; and

WHEREAS, The MOU includes a Large User Agreement for Delivery and Reuse of Reclaimed Water (Reuse Agreement) as Exhibit C to provide reclaimed water service to the Oak Bridge Golf Course; and

WHEREAS, the County has determined that accepting the terms of the MOU and the Reuse Agreement, which are 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 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 Memorandum of Understanding between St. Johns County, Florida, and Alta Mar Holdings, LLC and OBDP, LLC and authorizes the County Administrator to execute and record the Memorandum of Understanding on behalf of St. Johns County substantially in the form attached hereto.

Section 3. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the Large User Agreement for Delivery and Reuse of Reclaimed Water (attached as Exhibit C of the MOU) between St. Johns County, Florida, and Alta Mar Holdings, LLC and authorizes the County Administrator 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 4. 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 5. 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 16th day of February, 2021.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Brandon J. Patty, Clerk of the
Circuit Court and Comptroller

Pam Halter

Deputy Clerk

By:

Jeremy B. Blum
Chair

RENDITION DATE 2/18/21



MEMORANDUM OF UNDERSTANDING
WASTEWATER TRANSMISSION COMMITMENTS

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) by and among **ALTA MAR HOLDINGS, LLC**, a Florida limited liability company, and **OBDP, LLC**, a Florida limited liability company, on behalf of themselves and their respective successors and assigns, whose collective mailing address is 830-13 A1A Highway North, Suite 120, Ponte Vedra Beach, Florida 32082 (hereinafter referred to collectively as “**Owners**”), and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida whose mailing address is 500 San Sebastian View, St. Augustine, Florida 32084 (the “**County**”), is entered into and effective on the date it is signed by the last party executing this MOU (the “**Effective Date**”).

RECITALS:

- A. The Owners are the owners of approximately 138 acres described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”), which is subject to the Players Club (Oak Bridge) Planned Unit Development (“**PUD**”), Ordinance No. 2018-23 (the “**Oak Bridge PUD**”), which modified the Players Club PUD, Ordinance Number 1975-15, as amended. The Property is subdivided into two parcels, the Development Parcel and the Golf Course Parcel, described in **Exhibits “A-1”** and “**A-2”**, respectively, attached hereto and incorporated herein by this reference.
- B. The Oak Bridge PUD allows the Property to be developed with a maximum of 280 residential units and a maximum of 15,000 square feet of commercial space and civic uses within the Development Parcel. The Golf Course Parcel will retain its existing golf course and recreational uses.
- C. The County is planning to refurbish a sanitary sewer pump station located at 108 Nina Court, Ponte Vedra Beach (the “**Existing Pump Station**”). To improve access and minimize the construction activity and noise impact to the adjacent homeowners during the repairs, the County is seeking the Owners’ dedication of a parcel within the Development Parcel for location of a new pump station to facilitate relocating the Existing Pump Station.
- C. The Owners are required to design, construct and dedicate specific sewer utility infrastructure to the County for ownership and maintenance in order for the County to provide utility service to the Development Parcel, as defined by the Letter of Availability dated December 21, 2017. The required work includes significant improvements to the County’s Wastewater Transmission System.
- D. In consideration for the Owners accommodating the relocation of the Existing Pump Station and providing for the dedication of a parcel within the Development Parcel to accommodate the transmission goals of the County, the County will provide for utility service accommodations and will facilitate construction of certain sewer infrastructure to serve the Oak Bridge PUD Property that will be mutually beneficial to the parties, as defined by this MOU.

- E. This MOU, as mutually agreed to by the parties, defines the required utility improvements, the contribution responsibility, and the timing requirements for the relocation of the Existing Pump Station and provision of sewer service to the Oak Bridge PUD Property and other surrounding lands.
- F. The Owners' utility obligations and benefits detailed in this MOU shall apply to the Owners' successors and assignees. The County's utility obligations and benefits detailed in the MOU shall apply to the County's successors and assignees.
- G. The County deems it to be in the public interest to recognize the Owners' utility transmission contributions as described in this MOU.

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this instrument and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. NINA COURT PUMP STATION SITE DEDICATION & CONSTRUCTION.

- a. **General description and scope:** The Existing Pump Station was constructed in 1977 and needs significant mechanical and structural refurbishment. The Existing Pump Station is located in close proximity (approximately 15 feet) from existing homes located at 106 and 107 Nina Court, which presents numerous challenges to regular operation and maintenance activities, as well as the planned refurbishment of this facility. The refurbishment of the Existing Pump Station is in the County's current Capital Improvement Plan. The County and the Owners recognize a mutually beneficial opportunity to relocate the Existing Pump Station to an area on the Development Parcel depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**New Pump Station Parcel**") to allow the County to reconstruct the facility to current standards, provide improved long-term access and accommodate service to the Oak Bridge PUD. The Owners agree to dedicate the New Pump Station Parcel at no cost to the County in exchange for the County (i) permitting, designing and constructing the new pump station (the "**New Pump Station**") and Onsite Wastewater Transmission Improvements, which are further described in Section 2 of this Agreement, utilizing current Capital Improvement Plan funding; and (ii) the Parties entering into that certain St. Johns County Utilities Large User Agreement for Delivery and Reuse of Reclaimed Water substantially in the form attached hereto as **Exhibit "C"** for reference (the "**Reuse Water Agreement**") .
- b. **Timing for Site Dedication:** The Owners shall dedicate in fee simple and at no cost to the County the New Pump Station Parcel, along with appropriate ingress/egress and infrastructure easements in the locations described herein, to the County within thirty (30) days of the execution of this MOU. The deed of dedication and easements shall be executed in the form substantially attached as hereto as **Exhibit "D"** and incorporated herein by this reference (the "**Forms of Deed/Easements**"). The deed of dedication shall contain a clause requiring the County to convey the New Pump Station Parcel back to the respective Owner (or

its successor in title if Owner no longer owns the property) if the County ever ceases to use the parcel in connection with the provision of utility services. The County shall be required to remove the pump station from the New Pump Station Parcel prior to reconveying it to the Owners.

- c. **Timing for Design and Construction:** The County shall initiate design and construction of this improvement in accordance with the schedule defined in Exhibit "E" and incorporated herein by this reference ("Improvements Schedule"). OBDP, LLC, or its applicable successor or assignee, or ground lessee, reserves the right to construct an independent pump station to serve the Development Parcel in the event the construction of the New Pump Station is delayed from the schedule presented in the Improvements Schedule, and, subject to the County technical review and approval process, shall permit such independent pump station to tie into the County's wastewater transmission system at standard rates and fees, and shall cooperate with such Owner, or its successor, assignee or ground lessee, in the permitting and connection process therefor. Nothing in this section shall be construed as approval on the part of the County on any application to tie into the County's Wastewater transmission system.
- d. **Timing for Reuse Water Agreement:** The County and the Owners shall execute the Reuse Water Agreement attached hereto as Exhibit "C" concurrently with the execution of this MOU.
- e. **Specific Provisions:**
 - i. **Facility Capacity:** The County shall incorporate into the design of the New Pump Station and Oak Bridge Sewer Line adequate capacity to serve the Oak Bridge PUD Property in consideration for the Owners providing the New Pump Station Site free of charge.
 - ii. **Facility Access:** The Owners shall grant the County a temporary access easement to the New Pump Station Parcel across Parcel C within the Development Parcel until construction within the Oak Bridge PUD is completed, at which time a permanent ingress and egress easement to access the New Pump Station Parcel will be granted through the Development Parcel at locations mutually agreeable to the County and the Owners. The County will utilize existing or proposed multi-use paths and, where necessary, construct additional stabilized grass driveways for temporary access to the New Pump Station Parcel across the Development Parcel. The County will utilize future planned roadways or paving infrastructure constructed within the Oak Bridge PUD, and will construct additional paved or stabilized grass driveway access, and/or any necessary gates or fencing, for final access to the site in coordination with the Oak Bridge PUD Development Parcel's construction and development design.
 - iii. **Facility Screening:** During the general site development associated with the Oak Bridge PUD the Owners shall construct a berm in accordance

with the terms of that certain Oak Bridge Development Agreement dated May 25, 2017, by and between The Sawgrass Players Club Association, Inc. and Alta Mar Holdings, LLC, a Florida limited liability company, as partially assigned to OBDP by that certain Assignment and Assumption of Rights and Obligations under Oak Bridge Development Agreement dated effective January 23, 2018 (the "Development Agreement") which berm will be located within the vicinity of the New Pump Station and will assist in screening the New Pump Station from nearby residential areas. The County shall design and perform the installation of the appropriate landscaping and fencing necessary for the screening of the New Pump Station. All site improvements are subject to approval by the The Sawgrass Players Club Association, Inc. Following construction of the New Pump Station, the Owners agree to maintain the landscaping and berm located outside of the New Pump Station fencing as part of the Oak Bridge PUD's operational maintenance responsibilities.

2. ONSITE WASTEWATER TRANSMISSION IMPROVEMENTS.

- a. **Limits and Scope:** In order to provide wastewater service to the Oak Bridge PUD and meet the anticipated utility transmission needs for the region, a 2,200-foot segment of 12-inch nominal diameter sewer force main is required, as depicted in the Infrastructure Planning Map attached as **Exhibit "F"** (the "**Onsite Wastewater Transmission Improvements**"). Construction of the Proposed Forcemain (Onsite and Offsite) depicted on the Infrastructure Planning Map will allow the County to decommission aging force main infrastructure located behind existing homes along Knotty Pine Trail, Water Oak Drive and Bridge Water Circle, labeled as "Existing Forcemain To Be Taken Out Of Service" as shown on **Exhibit "F"**, which would be extremely difficult to access in the event of a main break. In consideration for the operational benefit of decommissioning the aging force main infrastructure, and the Owners providing the required transmission easements within the Oak Bridge PUD in the locations depicted on the Infrastructure Planning Map at no cost to meet regional needs, the County agrees to design, permit, and construct the Onsite Wastewater Transmission Improvements utilizing current Capital Improvement Plan funding.
- b. **Timing for Design and Construction:** The County shall initiate design and construction of this improvement in accordance to schedule defined in **Exhibit "E"** and incorporated herein by this reference ("**Improvements Schedule**").
- c. **Coordination for Construction:** The County and the Owners shall coordinate design details and construction scheduling of the Onsite Wastewater Transmission Improvements to coincide with the site development activities of the Development Parcel.

3. OFFSITE WASTEWATER TRANSMISSION IMPROVEMENTS.

- a. **Limits and Scope:** In order to provide service to the Oak Bridge PUD and meet the anticipated utility transmission needs for the region, the Owners are required

to design, permit, and construct approximately 4,400 feet of 12-inch nominal diameter sewer force main as depicted in **Exhibit "F"**, the Infrastructure Planning Map (the "**Offsite Wastewater Transmission Improvements**"). The general limits of the Offsite Wastewater Transmission Improvements are from the Onsite Wastewater Transmission Improvements located at the Oak Bridge PUD property line adjacent to the A1A North right-of-way and running southward along A1A North to a point of connection located on ATP Tour Boulevard. Owner shall be responsible for obtaining any and all permits required for construction, including but not limited to the FDOT right of way permitting as a condition for construction. The County agrees to cooperate and assist Owner in the permitting process (including, without limitation, with FDOT for right of way access) where reasonably feasible. The 12-inch force main shall be dedicated to the County upon completion, and once dedicated shall be considered the "Sewer Contributed Section". Water and sewer service to the development Oak Bridge PUD is contingent on the successful completion of the Offsite Wastewater Transmission Improvements.

- b. **Timing for Design and Construction:** The Owners shall initiate design and construction of the Offsite Wastewater Transmission Improvements in accordance with the Improvements Schedule.
- c. **Unit Connection Fee Refund Agreement:** The Owners (or Owners' assignees including, without limitation, ground lessees) and County Utility Department agree to execute the Sewer Unit Connection Fee Refund Agreement for the Offsite Wastewater Transmission Improvements Sewer Contributed Section substantially the form attached hereto as **Exhibit "G"** and incorporated herein by this reference, concurrently with the submittal of Oak Bridge PUD residential construction (Phase 1) and Offsite Wastewater Transmission Improvements infrastructure acceptance packages to the Board of County Commissioners. The refund value will be the total final cost of the Sewer Contributed Section, as reflected on the final Construction Schedule of Values and Bill of Sale documents, which shall be provided by the Contractor upon completion of the Offsite Wastewater Transmission Improvements and attached and referenced by exhibit to the final Sewer Unit Connection Refund Agreement. The Sewer Contributed Section shall be dedicated to the County with clear title and free of liens and encumbrances except for those mutually agreed to by the parties hereto in accordance to typical County procedures. It is mutually understood by the parties that following the execution of the Sewer Unit Connection Fee Refund Agreement, all applicable transmission component of Sewer Unit Connection Fees collected for units within the Development Parcel shall apply to the refund for the Sewer Contributed Section as subject to the St Johns County Ponte Vedra Utility Ordinance (Ord Number 2006-04) as may be amended from time to time.

4. **ASSIGNMENT.**

- a. This MOU shall run with title to the Property and shall be binding upon the Owners and the County, and their respective successors and assigns. Nothing in this section shall prevent the Owners from assigning their rights under this MOU

to a future purchaser or ground lessee of all or a portion of the Property. In the event all or a portion of the Property is sold or leased or ownership of all or a portion of the Property is otherwise transferred, the Owners' rights under MOU may be assigned to the new owner or lessee of the Property or portion thereof. No assignment under this subsection shall be effective until the County receives written notice of the transfer or lease of the Property's ownership and the identity of the new owner or lessee of the Property. Any assignment to a Ground Lessee under this section shall only be in effect for the duration of the Ground Lease.

5. **EXPIRATION OF MOU.** The terms of this MOU shall expire upon completion of all Parties' obligations under the MOU including successful completion and acceptance of the improvements defined by this MOU.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

Signed, sealed and delivered

ALTA MAR HOLDINGS, LLC, a Florida limited liability company

in the presence of:

By: _____

(Print Name) _____

Name: _____

Its: _____

Date: _____

(Print Name) _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2021, by _____ as _____ of ALTA MAR HOLDINGS, LLC, a Florida limited liability company.

(Print Name _____)

NOTARY PUBLIC

State of _____

Commission # _____

My Commission Expires: _____

Personally known _____

or Produced I.D. _____

[Check one of the above]

Type of Identification Produced _____

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

OBDP, LLC, a Florida limited liability company

By: Alta Mar Holdings, LLC, a Florida limited
liability company

By: _____

Name: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this _____ day of _____, 2021, by _____,
as _____ of Alta Mar Holdings, LLC, a Florida limited liability company, as
Manager of **OBDP, LLC**, a Florida limited liability company.

(Print Name _____)

NOTARY PUBLIC

State of _____

Commission # _____

My Commission Expires: _____

Personally known _____

or Produced I.D. _____

[Check one of the above]

Type of Identification Produced

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY

(Print Name) _____

(Print Name) _____

By: _____

Name: _____

Its: _____

Date: _____

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 _____, 2021, by _____,
as _____ of **ST. JOHNS COUNTY, FLORIDA.**

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires: _____

Personally known _____

or Produced I.D. _____

[Check one of the above]

Type of Identification Produced _____

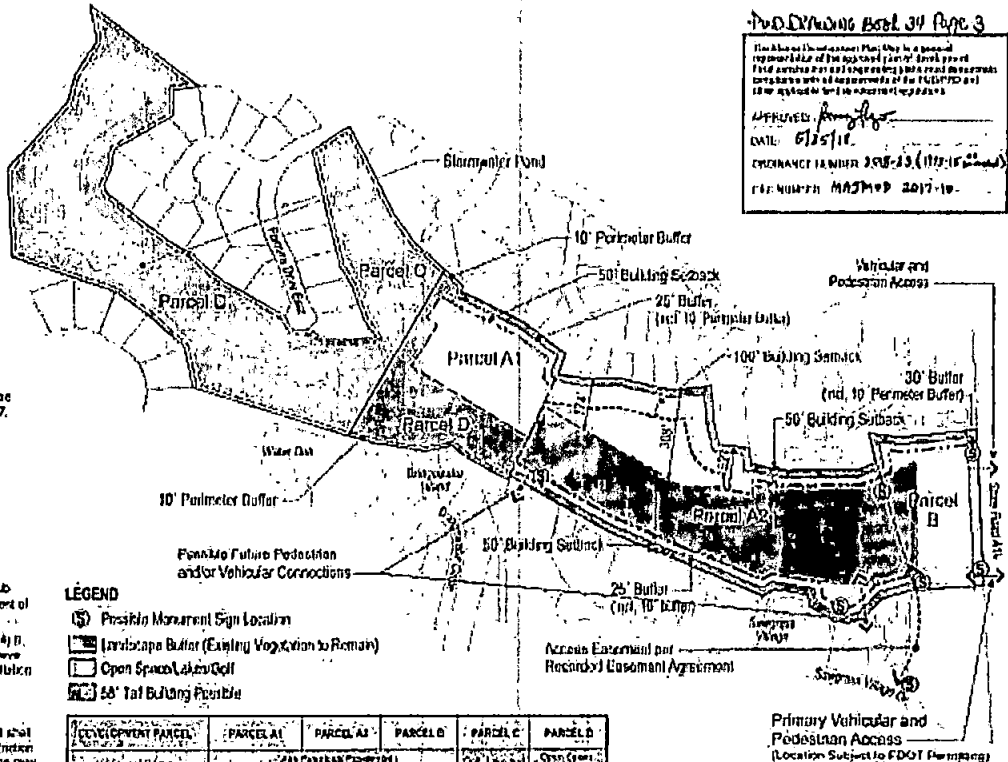
LIST OF EXHIBITS

- Exhibit "A" - Drawing of Development and Golf Course Parcels
- Exhibit "A-1 " - Development Parcel
- Exhibit "A-2 " - Golf Course Parcel
- Exhibit "B" - New Pump Station Parcel
- Exhibit "C" - Reuse Water Agreement
- Exhibit "D" - Forms of Deed/Easements
- Exhibit "E" - Improvements Schedule
- Exhibit "F" - Infrastructure Planning Map
- Exhibit "G" - Sewer Unit Connection Fee Refund Agreement

SITE DATA TABLE	
Total Site Area	134.20 acres
Utilities	134.20 acres
Wetlands	1.00 acres
Golf Course Pond	84.22 acres
Development Parcel	42.00 acres
Parcel A1	7.02 acres
Parcel A2	11.16 acres
Parcel B	3.05 acres
Parcel C	11.81 acres
Parcel D	7.00 acres
Open Space Parcel	14.27 acres
Open Space Parcel	124.22 acres
176 acres Wetlands	810 acres

NOTES:

- Subject to Georgia Players Club Master Association approval, the Deed restriction requiring a golf course within the Golf Course Parcel shall be extended to January 1, 2057.
- Vehicle access to Parcels A1, A2 and B shall not be through any of Georgia Players Club's neighborhoods.
- Excess water management system (dikes) shall be subject to approval of Georgia Players Club, Georgia Players Association and Waterways ("GWPA") Committee.
- Planting within the landscape buffer shall conform to the following:
 - Mooring 10 ft. wide (min) row of shrub plantings installed prior to commencement of adjacent vertical (building) construction.
 - Ditch planting shall be a minimum four (4) ft. height at the time of installation and achieve 80% canopy within two (2) years of installation up to five (5) ft. height.
 - All planting shall be fully irrigated.
- The location of all buildings within Parcel A1 shall be within the area noted by the building restriction line. Areas outside the building restriction line may be used to satisfy building setback requirements.
- Building setbacks shall be measured from the perimeter of the property. Buffers referenced in MDP Text Section H may be located within building setbacks.
- Maximum building height shall not exceed 45 feet within 200 feet of eastern boundary.



LEGEND

- Ⓢ Possible Monument Sign Location
- ▭ Landscape Buffer (Existing Vegetation to Remain)
- Open Space/Lake/Old
- Ⓜ 55' Tall Building Possible

DEVELOPMENT PARCEL	PARCEL A1	PARCEL A2	PARCEL C	PARCEL D
AVAILABILITY	2017	2017	2017	2017
MAXIMUM HEIGHT	45 FT	45 FT	45 FT	45 FT
MINIMUM SETBACK	50 FT	50 FT	50 FT	50 FT
AVAILABILITY	2017	2017	2017	2017

PROSSER
 13001 Euhar Park Dr. S - Jacksonville, FL 32244
 904.739.9200 • www.prosser.com

Exhibit "C"
Master Development Plan Map

SHEET **3** OF 3

THE OAK BRIDGE CLUB
 A Golf Community

Scale: 0 200 400
 May 15, 2010

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EXHIBIT "A-1"

Legal Description of Development Parcel

A PART OF SECTIONS 27, 28 AND 34; TOGETHER WITH A PART OF THE HEIRS OF THOMAS FITCH GRANT SECTION 40 TOGETHER WITH A PART OF THE CHRISTINA HILL OR FITCH GRANT SECTION 50; TOGETHER WITH A PART OF THE CHRISTINA HILL GRANT SECTION 49; TOGETHER WITH A PART OF THE SANCHEZ OR HILL GRANT SECTION 47; TOGETHER WITH A PART OF THE NICHOLAS SANCHEZ GRANT SECTION 46, ALL IN TOWNSHIP 3 SOUTH RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT NORTHWEST CORNER OF LOT 1, BLOCK 2, INNLET BEACH UNIT FIVE, AS RECORDED IN MAP BOOK 13, PAGES 19 AND 20 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY OF SAID INNLET BEACH UNIT FIVE THE FOLLOWING THREE COURSES: (1) S.27°07'16"E., A DISTANCE OF 336.23 FEET; (2) S.36°08'44"E., A DISTANCE OF 123.36 FEET; (3) S.46°48'13"E., A DISTANCE OF 219.90 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY BOUNDARY OF HIDDEN OAKS, AS RECORDED IN MAP BOOK 25, PAGES 67 THROUGH 70 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE SOUTHWESTERLY, SOUTHEASTERLY AND EASTERLY ALONG THE SOUTHERLY BOUNDARIES OF SAID HIDDEN OAKS THE FOLLOWING ELEVEN COURSES: (1) S.33°23'12"W., A DISTANCE OF 17.91 FEET; (2) S.64°35'52"E., A DISTANCE OF 250.02 FEET; (3) S.52°45'20"E., A DISTANCE OF 180.01 FEET; (4) S.19°24'59"W., A DISTANCE OF 79.31 FEET; (5) S.83°06'25"E., A DISTANCE OF 122.64 FEET; (6) N.86°41'43"E., A DISTANCE OF 88.66 FEET; (7) S.77°06'00"E., A DISTANCE OF 191.46 FEET; (8) N.83°39'10"E., A DISTANCE OF 140.14 FEET; (9) S.02°29'36"E., A DISTANCE OF 110.50 FEET; (10) S.13°10'04"E., A DISTANCE OF 94.47 FEET; (11) S.82°20.14E., A DISTANCE OF 104.94 FEET TO AN INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS VOLUME 666, PAGE 550 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY (KNOWN AS THE FAIRWAYS APARTMENTS); THENCE SOUTHERLY, EASTERLY, NORTHERLY AND EASTERLY ALONG THE SOUTHERLY BOUNDARY LINES OF SAID FAIRWAYS APARTMENTS THE FOLLOWING TEN COURSES: (1) S.06°05'50"E., A DISTANCE OF 58.85 FEET; (2) S.80°41'39"E., A DISTANCE OF 126.61 FEET; (3) N.89°38'13"E., A DISTANCE OF 160.18 FEET; (4) N.88°15'15"E., A DISTANCE OF 92.07 FEET; (5) N.67°17'15"E., A DISTANCE OF 65.73 FEET; (6) N.13°23'52"W., A DISTANCE OF 108.00 FEET; (7) S.80°38'58"E., A DISTANCE OF 60.00 FEET; (8) S.87°14'37"E., A DISTANCE OF 60.22 FEET; (9) N.85°15'27"E., A DISTANCE OF 70.98 FEET; (10)

N.83°32'07"E., A DISTANCE OF 186.55 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 200 FOOT RIGHT-OF-WAY, AS NOW ESTABLISHED); THENCE S.03°13'51"E., ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 549.17 FEET; THENCE S.87°06'49"W., ALONG THE NORTH LINE OF THE PROPERTY KNOWN AS THE SAWGRASS VILLAGE CENTER, A DISTANCE OF 245.24 FEET TO THE MOST NORTHEASTERLY CORNER OF THE PROPERTIES COLLECTIVELY KNOWN AS PLAYERS CLUB EXECUTIVE PARK OR PLAYERS CLUB BUSINESS PARK; THENCE GENERALLY IN A WESTERLY AND SOUTHWESTERLY AND NORTHWESTERLY DIRECTION, ALONG THE NORTHERLY LINES OF SAID PLAYERS CLUB EXECUTIVE PARK THE FOLLOWING TWELVE COURSES: (1) S.74°30'53"W., A DISTANCE OF 111.01 FEET; (2) S.45°17'30"W., A DISTANCE OF 100.02 FEET; (3) S.71°15'08"W., A DISTANCE OF 50.00 FEET; (4) N.83°44'52"W., A DISTANCE OF 55.00 FEET; (5) N.57°44'52"W., A DISTANCE OF 100.00 FEET; (6) N.10°46'09"W., A DISTANCE OF 39.89 FEET; (7) N.81°38'00"W, A DISTANCE OF 117.27 FEET; (8) S.56°58'27"W., A DISTANCE OF 14.99 FEET; (9) S.58°09'05"W., A DISTANCE OF 29.92 FEET; (10) N.67°16'16"W., A DISTANCE OF 592.92 FEET; (11) N.60°54'19"W., A DISTANCE OF 387.37 FEET; (12) S.13°30'12"W., A DISTANCE OF 16.93 TO THE NORTHEAST CORNER OF PLAYERS CLUB UNIT SIX, AS RECORDED IN MAP BOOK 19, PAGES 77 THROUGH 79 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE NORTHWESTERLY AND WESTERLY ALONG THE NORTHERLY BOUNDARY LINES OF SAID PLAYERS CLUB UNIT SIX THE FOLLOWING FOUR COURSES: (1) N.62°5'52"W., A DISTANCE OF 145.82 FEET; (2) N.51°29'35"W., A DISTANCE OF 85.89 FEET; (3) S.79°22'06"W., A DISTANCE OF 97.32 FEET; (4) N.81°21'52"W., A DISTANCE OF 183.70 FEET; THENCE N.73°07'37"W., A DISTANCE OF 643.64 FEET TO THE SOUTHEAST CORNER OF LOT 26, WATER OAK, AS RECORDED IN MAP BOOK 14, PAGES 51 THROUGH 54 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE NORTHWESTERLY ALONG THE EASTERLY AND NORTHERLY BOUNDARY LINES OF LOTS 26 THROUGH 29 OF SAID WATER OAK THE FOLLOWING FOUR COURSES: (1) N.11°53'42"W., A DISTANCE OF 144.89 FEET; (2) N.48°51'40"W., A DISTANCE OF 170.00 FEET; (3) N.56°00'49"W., A DISTANCE OF 138.00 FEET; (4) N.71°38'04"W., A DISTANCE OF 150.07 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 29, WATER OAK; THENCE N.71°47'21"W., A DISTANCE OF 226.34 FEET; THENCE N.03°30'46"W., A DISTANCE OF 304.91 FEET; THENCE N.41°29'08"E., A DISTANCE OF 315.00 FEET; THENCE N.14°44'08"E., A DISTANCE OF 93.00 FEET; THENCE N.31°59'08"E., A DISTANCE OF 142.84 FEET; THENCE S.57°42'09"E., A DISTANCE OF 296.29 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK 1, OF INNLET BEACH UNIT SEVEN, AS RECORDED IN MAP BOOK 13, PAGES 102 AND 103 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE ALONG THE EXTERIOR BOUNDARIES OF AFORESAID INNLET BEACH UNIT SEVEN THE FOLLOWING NINETEEN COURSES: (1) S.00°24'20"E., A

DISTANCE OF 86.49 FEET; (2) S.60°05'32"W., A DISTANCE OF 235.96 FEET; (3) S.08°08'14"W., A DISTANCE OF 73.35 FEET; (4) S.23°45'07"W., A DISTANCE OF 61.97 FEET; (5) S.30°48'50"E., A DISTANCE OF 41.52 FEET; (6) S.52°23'29"E., A DISTANCE OF 153.22 FEET; (7) S.54°44'34"E., A DISTANCE OF 119.41 FEET; (8) S.58°56'48"E., A DISTANCE OF 93.80 FEET; (9) S.47°22'01"E., A DISTANCE OF 99.30 FEET; (10) S.55°21'33"E., A DISTANCE OF 60.09 FEET; (11) S.61°57'16"E., A DISTANCE OF 219.73 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; (12) SOUTHEASTERLY 99.69 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING S.61°53'51"E. AND A CHORD DISTANCE OF 83.98 FEET TO A POINT ON SAID CURVE; (13) S.61°58'40"E., A DISTANCE OF 73.40 FEET; (14) S.87°18'37"E., A DISTANCE OF 107.10 FEET; (15) N.81°04'09"E., A DISTANCE OF 71.75 FEET; (16) N.37°22'39"W., A DISTANCE OF 73.59 FEET; (17) N.20°57'11"W., A DISTANCE OF 120.99 FEET; (18) N.28°42'11"W., A DISTANCE OF 87.14 FEET; (19) N.14°15'31"W., A DISTANCE OF 410.51 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PALMERA DRIVE EAST, (A 60 FOOT RIGHT-OF-WAY) AS PLATTED BY AFORESAID INNLET BEACH UNIT SEVEN; THENCE N.64°13'42"E., ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 125.20 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE; THENCE CONTINUE N.64°13'42"E., ALONG SAID SOUTH RIGHT-OF-WAY LINE AS SHOWN ON THE PLAT OF SAID INNLET BEACH UNIT FIVE AS RECORDED IN MAP BOOK 13, PAGES 19 AND 20, A DISTANCE OF 35.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,832,443 SQUARE FEET, OR, 42.07 ACRES, MORE OR LESS.

EXHIBIT "A-2"

Legal Description of Golf Course Parcel

A PART OF SECTIONS 21 AND 28 AND A PART OF THE HEIRS OF THOMAS FITCH GRANT SECTION 40, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT POINT OF BEGINNING COMMENCE AT THE MOST SOUTHWESTERLY CORNER OF TRACT "A", INNLET BEACH UNIT ONE, AS RECORDED IN MAP BOOK 13, PAGES 14 THROUGH 18 OF THE PUBLIC RECORDS AND SAID ST. JOHNS COUNTY; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG THE WESTERLY BOUNDARY LINES OF SAID INNLET BEACH UNIT ONE, THE FOLLOWING THIRTEEN COURSES: (1) S.84°42'11"E, A DISTANCE OF 187.62 FEET; (2) N.76°24'24"E, A DISTANCE OF 117.33 FEET; (3) S.69°29'55"E, 144.97 FEET; (4) S.73°28'43"E, A DISTANCE OF 278.70 FEET; (5) S.41°06'43"E, A DISTANCE OF 254.26 FEET; (6) S.16°41'23"E, A DISTANCE OF 307.63 FEET; (7) S.13°56'22"E, A DISTANCE OF 127.11 FEET; (8) S.04°8'10"W, A DISTANCE OF 147.50 FEET; (9) S.12°22'26"W, A DISTANCE OF 203.29 FEET; (10) S.04°41'09"E, A DISTANCE OF 170.23 FEET; (11) S.12°09'18"E, A DISTANCE OF 111.93 FEET; (12) S.18°58'32"W, A DISTANCE OF 86.98 FEET; (13) S.15°12'27"E, A DISTANCE OF 84.55 FEET TO THE NORTHWEST CORNER OF INNLET BEACH UNIT THREE, AS RECORDED IN MAP BOOK 12, PAGES 69 THROUGH 72 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID INNLET BEACH UNIT THREE THE FOLLOWING FOUR COURSES: (1) S.62°34'58"W., A DISTANCE OF 239.76 FEET; (2) S.12°20'21"W, A DISTANCE OF 313.42 FEET; (3) S.07°50'41"E. A DISTANCE OF 435.35 FEET; (4) S.09°37'29"W., A DISTANCE OF 323.44 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ALTA MAR DRIVE (A 60 FOOT RIGHT-OF-WAY) AS PLATTED BY INNLET BEACH UNIT TWO, AS RECORDED IN MAP BOOK 12, PAGES 60 THROUGH 62 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ALTA MAR DRIVE, AS PLATTED BY SAID INNLET BEACH UNIT TWO AND BY INNLET BEACH UNIT SIX, AS RECORDED IN MAP BOOK 13, PAGES 44 AND 45 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY THE FOLLOWING TWO COURSES: (1) WESTERLY 749.85 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1175.92 FEET, A CHORD BEARING N.86°32'43"W. AND A CHORD DISTANCE OF 737.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (2) S.75°11'12"W., A DISTANCE OF 282.71 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF BERMUDA COURT (A 60 FOOT RIGHT-OF-WAY) AS PLATTED BY THE AFORESAID INNLET BEACH

UNIT SIX; THENCE N.14°48'48"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 122.78 FEET TO THE MOST SOUTHERLY CORNER OF LOT 48, SAID INNLET BEACH UNIT SIX; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE EASTERLY BOUNDARY LINES OF AFORESAID INNLET BEACH UNIT SIX THE FOLLOWING TWO COURSES: (1) N.37°35'28"E., A DISTANCE OF 486.95 FEET; (2) N.06°37'20"W., A DISTANCE OF 615.63 FEET; THENCE N.40°01'53"W., CONTINUING ALONG SAID EASTERLY BOUNDARY LINE OF INNLET BEACH UNIT SIX AND ITS NORTHWESTERLY PROJECTION, A DISTANCE OF 129.57 FEET TO AN INTERSECTION WITH A SOUTHERLY LINE OF SALT CREEK UNIT TWO, AS RECORDED IN MAP BOOK 23, PAGES 21 THROUGH 25 OF THE PUBLIC RECORDS OF THE AFORESAID ST. JOHNS COUNTY; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID SALT CREEK UNIT TWO THE FOLLOWING SIX COURSES: (1) N.45°42'26"E., A DISTANCE OF 203.65 FEET; (2) N.18°45'52"W., A DISTANCE OF 369.00 FEET; (3) N.32°38'52"W., A DISTANCE OF 125.00 FEET, (4) N.45°18'52"W., A DISTANCE OF 118.00 FEET; (5) N.54°35'12"W., A DISTANCE OF 498.71 FEET; (6) N.64°56'07"W., A DISTANCE OF 260.55 FEET TO THE SOUTHEAST CORNER OF LOT 9, SALT CREEK UNIT ONE, AS RECORDED IN MAP BOOK 21, PAGES 27 THROUGH 31 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE N.20°05'35"W., ALONG THE EASTERLY LINE OF SAID LOT 9, SALT CREEK UNIT ONE, A DISTANCE OF 99.17 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SALT CREEK ISLAND DRIVE (A 50 FOOT RIGHT-OF-WAY) AS PLATTED BY SALT CREEK ISLAND, AS RECORDED IN MAP BOOK 21, PAGES 32 THROUGH 36 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING N.57°28'38"E., AND A CHORD DISTANCE OF 183.77 FEET TO THE SOUTHWEST CORNER OF LOT 1, SAID SALT CREEK ISLAND; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE WESTERLY AND AN EASTERLY BOUNDARY LINE OF SAID SALT CREEK ISLAND THE FOLLOWING THREE COURSES: (1) S.73°34'44"E., A DISTANCE OF 314.75 FEET; (2) S.52°10'35"E., A DISTANCE OF 662.04 FEET; (3) S.25°21'00"E., A DISTANCE OF 739.94 FEET TO THE MOST SOUTHERLY CORNER OF LOT 14, AFORESAID SALT CREEK ISLAND; THENCE S.73°24'39"E., ALONG THE SOUTHERLY LINE OF OFFICIAL RECORDS BOOK 1006, PAGE 1299, A DISTANCE OF 133.46 FEET; THENCE N.02°46'15"E., ALONG THE EASTERLY LINE OF OFFICIAL RECORDS BOOK 1006, PAGE 1299, A DISTANCE OF 234.93 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 15, REPLAT OF LOTS 15 AND 16, SALT CREEK ISLAND, AS RECORDED IN MAP BOOK 22, PAGES 20 AND 21 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE EASTERLY ALONG THE SOUTHERLY LINES OF LOT 15 AND LOT 16, SAID REPLAT OF LOTS 15 AND 16, SALT CREEK ISLAND THE FOLLOWING FIVE COURSES: (1) N.86°24'30"E., A DISTANCE OF 33.23 FEET; (2) N.38°21'18"E., A

DISTANCE OF 42.95 FEET; (3) N.89°39'59"E., A DISTANCE OF 62.28 FEET; (4) S.22°58'18"E., A DISTANCE OF 62.57 FEET; (5) S.62°55'44"E, A DISTANCE OF 64.95 FEET TO THE MOST SOUTHERLY CORNER OF LOT 17, AFORESAID SALT CREEK ISLAND; THENCE CONTINUING ALONG THE BOUNDARIES OF AFORESAID SALT CREEK ISLAND THE FOLLOWING SEVENTEEN COURSES: (1) N.29°14'08"E, A DISTANCE OF 278.00 FEET; (2) N.01°09'08"E., A DISTANCE OF 177.53 FEET; (3) N.27°27'52"W., A DISTANCE OF 169.18 FEET; (4) N.51°38'52"W., A DISTANCE OF 110.00 FEET; (5) N.14°28'52"W., A DISTANCE OF 285.00 FEET; (6) N.73°30'52"W., A DISTANCE OF 245.00 FEET; (7) S.89°29'08"W., A DISTANCE OF 216.62 FEET; (8) N.79°04'42"W., A DISTANCE OF 184.04 FEET; (9) S.46°11'21"W., A DISTANCE OF 155.95 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 675.00 FEET; (10) NORTHWESTERLY 147.06 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.47°34'40"W., A CHORD DISTANCE OF 146.77 FEET TO A POINT ON SAID CURVE; (11) N.04°31'45"E., A DISTANCE OF 1006.71 FEET; (12) N.67°11'03"W., A DISTANCE OF 145.23 FEET; (13) S.51°59'59"W., A DISTANCE OF 141.96 FEET; (14) S.65°32'25"W., A DISTANCE OF 709.89 FEET; (15) S.17°23'13"E., A DISTANCE OF 677.40 FEET; (16) S.73°31'19"E., A DISTANCE OF 16.99 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 550.00 FEET; (17) SOUTHWESTERLY 150.37 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING S.59°50'57"W. AND A CHORD DISTANCE OF 149.91 FEET TO A POINT ON SAID CURVE, SAID POINT ON CURVE BEING THE SOUTHEAST CORNER OF LOT 10, AFORESAID SALT CREEK UNIT ONE; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE NORTHERLY BOUNDARIES OF SAID SALT CREEK UNIT ONE, THE FOLLOWING TWO COURSES: (1) N.38°40'11"W., A DISTANCE OF 442.22 FEET; (2) S.62°46'08"W., A DISTANCE OF 231.75 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF LOT 37, SALT CREEK UNIT THREE, AS RECORDED IN MAP BOOK 23, PAGES 83 THROUGH 88 OF THE PUBLIC RECORDS OF AFORESAID ST. JOHNS COUNTY; THENCE NORTHERLY, NORTHEASTERLY AND NORTHERLY ALONG THE EASTERLY BOUNDARY OF SAID SALT CREEK UNIT THREE, THE FOLLOWING TEN COURSES: (1) N.00°26'35"E., A DISTANCE OF 463.90 FEET; (2) N.22°23'08"E., A DISTANCE OF 67.00 FEET; (3) N.73°59'08"E., A DISTANCE OF 263.00 FEET (4) N.60°30'08"E., A DISTANCE OF 120.00 FEET; (5) N.47°00'08"E., A DISTANCE OF 447.00 FEET; (6) N.65°44'08"E., A DISTANCE OF 402.00 FEET; (7) N.40°12'08"E., A DISTANCE OF 129.00 FEET; (8) N.28°19'08"E., A DISTANCE OF 121.00 FEET; (9) N.16°40'08"E. A DISTANCE OF 121.00 FEET; (10) N.05°24'40"E., A DISTANCE OF 127.19 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SOLANO ROAD (COUNTY ROAD C-210-A) A 60 FOOT RIGHT-OF-WAY, AS NOW ESTABLISHED; THENCE N.88°37'56"E., ALONG SAID SOUTH RIGHT-OF-WAY LINE, 416.07 FEET; THENCE S.09°43'13"W., A DISTANCE OF 766.05 FEET; THENCE S.02°22'34"W., A DISTANCE OF 625.18 FEET; THENCE

S.57°56'18"E., A DISTANCE OF 7.45 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF PALMERA DRIVE (A 60 FOOT RIGHT-OF-WAY) AS PLATTED BY THE AFORESAID INNLET BEACH UNIT ONE; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: (1) SOUTHWESTERLY, 25.69 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 502.50 FEET, A CHORD BEARING S.42°25'02"W. AND A CHORD DISTANCE OF 25.68 FEET TO A POINT OF COMPOUND CURVATURE; (2) SOUTHWESTERLY, 145.27 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 231.50 FEET, A CHORD BEARING S.22°58'32"W. AND A CHORD DISTANCE OF 142.90 FEET TO THE MOST SOUTHWESTERLY CORNER OF AFORESAID PALMERA DRIVE; THENCE S.84°42'11"E., ACROSS THE MOST SOUTHERLY END OF SAID PALMERA DRIVE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

PARCEL "B"

A PART OF SECTIONS 27 AND 28; TOGETHER WITH A PART OF THE HEIRS OF THOMAS FITCH GRANT, SECTION 40; TOGETHER WITH A PART OF THE CHRISTINA HILL OR FITCH GRANT, SECTION 50; TOGETHER WITH A PART OF THE CHRISTINA HILL GRANT, SECTION 49; TOGETHER WITH A PART OF THE SANCHEZ OR HILL GRANT, SECTION 47; TOGETHER WITH A PART OF THE NICHOLAS SANCHEZ GRANT, SECTION 46, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE FOR A POINT OF BEGINNING, COMMENCE AT THE , COMMENCE AT THE NORTHWEST CORNER OF LOT 7, BLOCK 3, INNLET BEACH UNIT TWO, AS RECORDED IN MAP BOOK 12, PAGES 60 THROUGH 62 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID INNLET BEACH UNIT TWO, THE FOLLOWING TWELVE COURSES: (1) S.22°30'44"E., A DISTANCE OF 411.28 FEET; (2) S.05°50'58"E., A DISTANCE OF 99.13 FEET; (3) S.12°42'21"E., A DISTANCE OF 72.81 FEET; (4) S.15°14'30"E., A DISTANCE OF 93.07 FEET; (5) S.03°27'20"E., A DISTANCE OF 106.82 FEET; (6) S.14°49'25"E., A DISTANCE OF 55.97 FEET; (7) S.32°54'17"E., A DISTANCE OF 75.36 FEET; (8) S.39°15'19"E., A DISTANCE OF 106.10 FEET; (9) S.68°42'18"E., A DISTANCE OF 84.73 FEET; (10) S.39°48'10"E. A DISTANCE OF 139.82 FEET; (11) S.88°48'52"E., A DISTANCE OF 143.18 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF PALMERA DRIVE EAST (A 60 FOOT RIGHT-OF-WAY) AS PLATTED BY SAID \INNLET BEACH UNIT TWO; (12) SOUTHEASTERLY 73.92 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 532.3 FEET, A CHORD BEARING S.23°34'58"E., AND A CHORD DISTANCE OF 73.86 FEET TO A POINT OF REVERSE CURVATURE, BEING

THE MOST NORTHWESTERLY CORNER OF PALMERA DRIVE EAST (A 60 FOOT RIGHT-OF-WAY) AS PLATTED BY INNLET BEACH UNIT SEVEN, AS RECORDED IN MAP BOOK 13, PAGES 102- AND 103 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID PALMERA DRIVE EAST THE FOLLOWING TWO COURSES: (1) SOUTHWESTERLY, 200.01 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 124.85 FEET, A CHORD BEARING OF S.18°20'02"W. AND A CHORD DISTANCE OF 179.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (2) S.64°13'43"W., A DISTANCE OF 56.37 FEET TO THE MOST EASTERLY CORNER OF LOT 1, BLOCK 1, SAID INNLET BEACH UNIT SEVEN; THENCE ALONG THE EXTERIOR BOUNDARIES OF AFORESAID INNLET BEACH UNIT SEVEN THE FOLLOWING SEVEN COURSES: (1) N.42°08'19"W., A DISTANCE OF 134.74 FEET; (2) S.47°15'24"W., A DISTANCE OF 98.89 FEET; (3) S.82°46'03"W., A DISTANCE OF 29.39 FEET; (4) N.54°08'46"W., A DISTANCE OF 152.54 FEET; (5) N.59°21'44"W., A DISTANCE OF 34.64 FEET; (6) N.82°01'37"W., A DISTANCE OF 43.87 FEET; (7) S.81°34'34"W., A DISTANCE OF 131.74 FEET TO THE MOST NORTHWESTERLY CORNER OF LOT 5, OF SAID INNLET BEACH UNIT SEVEN; THENCE N.57°42'09"W., A DISTANCE OF 296.29 FEET; THENCE N.11°45'52"W., A DISTANCE OF 125.00 FEET; THENCE N.32°30'52"W., A DISTANCE OF 235.00 FEET; THENCE N.52°30'52"W., A DISTANCE OF 496.85 FEET; THENCE N.20°57'22"W., A DISTANCE OF 149.69 FEET; THENCE N.36°44'36"W., A DISTANCE OF 233.65 FEET; THENCE N.75°11'12"E., A DISTANCE OF 2.63 FEET; THENCE N.14°48'48"W., A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF ALTA MAR DRIVE (A 60 FOOT RIGHT-OF-WAY) AS PLATTED BY INNLET BEACH UNIT SIX, AS RECORDED IN MAP BOOK 13, PAGES 44 AND 45 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: (1) N.75°11'12"E., A DISTANCE OF 383.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1115.92 FEET; (2) EASTERLY 576.87 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.89°56'46"E., AND A CHORD DISTANCE OF 570.47 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

New Pump Station Parcel

EXHIBIT "C"

Reuse Water Agreement

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

THIS LARGE USER AGREEMENT FOR THE DELIVERY AND REUSE OF RECLAIMED WATER (“**Agreement**”) is made and entered into this ____ day of _____, 2021 by and between ALTA MAR HOLDINGS, LLC, a Florida limited liability company, whose mailing address is 830-13 A1A Highway North, Suite 120, Ponte Vedra Beach, Florida 32082 (hereinafter referred to as “**User**”), and St Johns County, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (hereinafter referred to as “**County**”). The County and the User may be collectively referred to as the “**Parties**”. This Agreement will take effect on _____, 2021 (the “**Effective Date**”) and will be effective through the date set forth in Section 6 hereof (the “**Expiration Date**”).

RECITALS

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

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

WHEREAS, the St Johns County Board of County Commissioners (“**Board**”) has enacted Ordinance No. 2006-4 (the Utility Ordinance), and, pursuant to St. Johns County Resolution 2006-336, has adopted the Manual of Water, Wastewater, and Reuse Design Standards & Specifications (the Standards Manual) to maintain compliance with County Wastewater Reclamation Facility operating permits, applicable laws, rules and regulations, to ensure consistency with the Reclaimed Water Policy and to allow for optimization of the County’s Reclaimed Water system; and

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

WHEREAS, the County agrees to deliver Reclaimed Water and the User agrees to receive, accept and beneficially reuse Reclaimed Water upon the lands described in **Exhibit**

“A” attached hereto and incorporated herein by this reference (the “**Property**”) and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and are hereby incorporated into and made a part hereof.
2. **CAPITALIZED TERMS.** Capitalized terms not specifically defined in this agreement shall have meanings ascribed to them in the Utility Ordinance and the Standards Manual. For the purposes of this Agreement, “**Large User**” shall mean customers that: (a) utilize average reclaimed water usage of 150,000 gallons per day or more; and (b) enter into contractual agreements with the County whereby contributions, quantities and methods of delivery are specifically detailed.
3. **USER REPRESENTS AND WARRANTS RECORD OWNERSHIP.** The User represents and warrants to the County that the Party or Parties identified above as the User constitute all current persons or entities that are the record owners of the irrigable property described in **Exhibit “A”** attached hereto and incorporated herein by reference (the Property).
4. **UTILITY ORDINANCE AND STANDARDS MANUAL.** The Utility Ordinance and the Standards Manual are incorporated into this Agreement in their entirety by reference. All references to the Utility Ordinance and the Standards Manual shall mean as may be amended or replaced from time to time.
5. **QUANTITY. Large User- Non-Pressurized Interruptible (Disposal) Customers:** The User agrees to receive Reclaimed Water on an interruptible basis up to the minimum allocated monthly Quantity defined as Disposal Allocation for necessary disposal for the Marsh Landing Water Reclamation Facility as defined in Section 40 of this Agreement, 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. Interruptible Users shall retain an alternate supply for irrigation demands. Interruptible Users are subject to all of the other terms and conditions as set out further in this Agreement.

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

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

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

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

6. **TERM.** The User agrees to receive from the County Reclaimed Water for approved uses from the Effective Date through the later of (a) August __, 2031, which is the expiration date of the User's current St. Johns River Water Management District Consumptive Use Permit No. 128292-2 for backup irrigation (the "**User's District Permit**"), or (b) upon 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. Not less than one hundred eighty (180) days prior to the expiration of this Agreement, the Parties will meet and discuss the terms and conditions for entering into a new Agreement, which will reflect all of the terms and provisions then being incorporated into the County's Large User Agreements. If revisions to the then-current standardized Agreement are required, then the User may elect to not enter into a new Agreement with the County, at the User's discretion. If revisions are not required to the then-current standardized Agreement or the Special Provisions, then that Agreement shall automatically renew for a term equal to the term of the renewed St. Johns River Water Management District Consumptive Use Permit for the Property.
7. **RECLAIMED WATER DEFINITION.** "**Reclaimed Water**" shall mean alternative water resources other than potable water available to the County and shall include: (a) wastewater that has received the treatment established by Rule 62-610.460, Florida Administrative Code, currently defined as wastewater that meets, at a minimum, secondary treatment and high-level disinfection after disinfection and before discharge to holding ponds or the Reclaimed Water System; and (b) supplemental water supplies such as ground or surface water. Reclaimed Water may also be referred to as reuse water or effluent water.
8. **POINT OF DELIVERY (POD).** The POD is located at:
the point where the 8-inch Reuse Main crosses from the public right-of-way along Solana Road onto the private Property of the User and further identified in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Point of Delivery**" or "**POD**"). The POD may be relocated in the future if terms are mutually coordinated and agreed upon by the parties.
9. **DELIVERY OF RECLAIMED WATER.** All Reclaimed Water delivered to User will meet applicable state, federal and local requirements at the County's Compliance Points. The County will not provide any additional wastewater treatment to the Reclaimed Water beyond the Compliance Points located at the water reclamation facilities. No warranties or guarantees

are made by the County with respect to Reclaimed Water characteristics after its discharge from the water reclamation facilities. The County will not be held liable for any damage or harm to persons, property or vegetation resulting from the application of County Reclaimed Water by the User.

10. METERS. All connections to the Reclaimed Water system shall be metered in accordance with the Utility Ordinance.
11. COUNTY RESPONSIBILITIES UPSTREAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified in this Agreement to the contrary, the County shall own and be responsible for all repairs and associated costs of operating the Reclaimed Water system up to the POD.
12. COUNTY RESPONSIBILITIES DOWNSTREAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified in this Agreement to the contrary, the County shall NOT own, operate, or maintain the Reclaimed Water distribution system and shall not be deemed to be in possession or control of the Reclaimed Water distribution system downstream of the POD.
13. USER RESPONSIBILITY UPSTREAM OF THE POINT OF DELIVERY. The User shall NOT own, operate, maintain or change or modify any part of the County's infrastructure. However, the User is responsible for landscape maintenance such as mowing and tree trimming around the County owned infrastructure on the User's Property.
14. USER RESPONSIBILITIES DOWNSTREAM OF THE POINT OF DELIVERY. Except to the extent, if any, clearly and expressly specified in this Agreement to the contrary, the User shall take full responsibility for the design, construction, permitting, financing, compliance, operation, maintenance and repair of the Reclaimed Water system downstream of the POD as a condition of this Agreement.

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

The User shall post Reclaimed Water advisory signs as described in Rule 62-610.468, Florida Administrative Code, and shall post, maintain and replace signage at the storage facilities, water features, and either at the first and the tenth tee of the golf course located on the Property or on score cards, 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 reasonably necessary for County-owned Reclaimed Water distribution infrastructure on their premises, at no cost to the County. Standard County Utility easement documents shall be utilized to convey easement rights for County owned and

maintained infrastructure.

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

17. INDEMNIFICATION AND HOLD HARMLESS.

(i) Upon a finding through a production of competent evidence that: (a) the County has not placed anything either into or onto the User's Property without the User's written consent, and (b) the User is responsible for injury to persons on, or damages to the property of the County, the User indemnifies and holds the County harmless from and against all liabilities, claims, damages, expenses, or actions, either at law or equity, caused or incurred on the Property as the result of the negligence, omissions or willful acts of the User, its agents, employees, guests or invitees, whose acts or omissions for which the County may be held liable during the County's performance of this Agreement; to specifically include any cross connections made by the User, including, but not limited to: between potable water, Reclaimed Water, surficial water and any other additional or supplemental water sources. User acknowledges that Reclaimed Water, due to its chemical composition, may not be compatible with the User's irrigation of certain susceptible vegetation. User agrees that County will not be held liable for any damages that may occur to vegetation or for any other damages that may occur due to the use of Reclaimed Water by the User provided that the quality of the Reclaimed Water that is delivered to the User meets all applicable state, federal and local requirements at the County's Compliance Points.

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

(iii) For the purpose of both provisions (i) and (ii) above, if the Parties cannot resolve any dispute between them with their own representatives, formal mediation with a Florida Certified Mediator shall be held by the Parties with each party bearing one-half (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, Cross Connection Control Program (“CCCP”) (Resolution 2018-151), and the Standards, as may be amended or replaced from time to time.

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

If a cross connection is found on User’s Property, the County will immediately suspend Reclaimed Water service pursuant to the provisions of the CCCP. The County will provide a verbal notification to the User, followed by a detailed written notice as soon as practicable. Reclaimed Water service will be reinstated only upon (a) the removal of the cross connection together with any reasonable terms and conditions that the County determines are necessary to avoid future cross connections; (b) a determination that there is no history of previous cross connections or violations of the other provisions of the CCCP by the User relating to the public health and safety; and (c) the Florida Department of Environmental Protection (“FDEP”) provides its approval of the reinstatement to the County in a writing. The User will be responsible for all costs incurred by the County and the User resulting from the cross connection. These costs include all potable or Reclaimed Water used, including all potable water used for flushing lines, and follow-up cross connection inspections performed by a licensed professional irrigation contractor or a certified Reclaimed Water field inspector as mandated by the County. Reclaimed Water service will not be restored prior to submittal of a written report summarizing the cross-connection inspections with subsequent written approval by the County and FDEP.

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

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

cross connections are found.

19. RATE TO BE CHARGED FOR RECLAIMED WATER. The County and the User benefit from the County's provision of Reclaimed Water to the Property and the User's use of such Reclaimed Water from the County's Reclaimed Water System. Both Parties' St. Johns River Water Management District consumptive use permits require the use of Reclaimed Water. Application of the defined Disposal Allocation to the User's property provides certain cost avoidance benefits to the County as defined in Exhibit "D". 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 40.
20. BILLING. Subject to terms and conditions of this Agreement, the County shall invoice User for services on a monthly basis in accordance with the Utility Ordinance, as amended, including billing cycle meter readings, calculated charges, and other applicable rates, fees, and charges; provided, however, that if no fees are due for services based on the terms of this Agreement, User shall not be charged any fees related to meter reading or other of the aforementioned administrative fees during the grace period defined in Exhibit "D". Invoices will only be issued on months where fees or charges are due based on the terms of this Agreement. Any invoice issued shall include the billing period of service, the amount of Reclaimed Water service flow for each billing cycle, the total dollar and cents amount of the invoice, the amount of any credit applicable to such invoice whether by payment or otherwise, the due date, and contact telephone number for any questions regarding the invoice.
21. UNPAID FEES. User acknowledges and agrees that in the event that any fees, rates, or charges for the Reclaimed Water Service provided under this Agreement are not paid and become delinquent, the provisions detailed in Section 23 of the Utility Ordinance shall be enforced.
22. USER EMERGENCY SITUATIONS. In the event of an emergency as defined in this Paragraph 22, the User shall notify any of those County representatives set forth herein and request that the supply of Reclaimed Water temporarily cease. Such notice shall be made in writing where circumstances permit (an electronic writing is acceptable), and in the event of an immediate emergency, such notice may be by telephone with subsequent written confirmation. Emergencies shall include, but not be limited to, the following:
 - (a) Climatic conditions such as hurricanes, floods or unseasonably excessive rainfall that makes it impossible for User to accept Reclaimed Water.
 - (b) Short-term equipment or material failure, making it impossible for User to store or distribute the Reclaimed Water.
 - (c) An act of God that makes it impossible for User to accept, store or distribute the Reclaimed Water.

23. COUNTY EMERGENCY SITUATIONS. The County may temporarily cease Reclaimed Water Delivery in anticipation of a major storm event or other operational emergencies as they arise. In these cases, service and any applicable usage fees shall be prorated accordingly based upon the duration of the service outage.
24. COUNTY NOT LIABLE FOR FAILURE TO DELIVER RECLAIMED WATER. The County shall not be held liable by the User for failure to deliver Reclaimed Water if certain situations preventing delivery exist that are beyond the reasonable control of the County. Such situations include, but are not limited to, the following:
- (a) Unavailability of Reclaimed Water due to a loss or lack of influent to the water reclamation facilities due to a collection system failure or a reduction of wastewater influent flow beyond the anticipated low flow periods.
 - (b) Unavailability of Reclaimed Water due to a process failure.
 - (c) Non-compliant Reclaimed Water, making it unusable for approved uses.
 - (d) Equipment or material failure in the Reclaimed Water delivery system, including storage and pumping.
 - (e) Reclaimed Water treatment facility repair or maintenance.
 - (f) An act of God that makes delivery of Reclaimed Water by the County not feasible or impossible.
 - (g) Unusual climatic conditions such as hurricanes, floods, or unseasonably excessive rainfall that makes it not feasible or impossible for the County to deliver Reclaimed Water.

In the instance of Force Majeure or other situations limiting Reclaimed Water availability, the County has the right to interrupt service per County operating protocols. Users directly impacted by a specific event; such as interruption of all Users downstream of Reclaimed Water main break will be interrupted as needed. In the event of limited Reclaimed Water availability, Bulk Users will be uniformly interrupted by a pro-rata percentage of their Allocation.

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

USER:

COUNTY:

Jeff Miller
830-13 A1A Hwy, North Ste. 120
Ponte Vedra Beach, FL 32082

Utility Director
1205 State Road 16
St Augustine, FL 32084

With copies to:

Ellen Avery-Smith
100 Whetstone Place, Ste. 200
St. Augustine, FL 32086

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

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

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

NAME, PHONE, EMAIL
ADDRESS;

Jeffrey C. Miller
830-13 A1A Hwy. North, Ste. 120
Ponte Vedra Beach, FL 32082
562-592-3534
jmiller@hawksbay.com

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

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

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

28. CHANGES IN LAW/EXCUSE FROM PERFORMANCE.

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

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

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

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

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

default is cured or the Agreement has been terminated.

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

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

38. CHOICE OF LAW/VENUE. This Agreement shall be governed by Florida law. 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.
39. 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.
40. SPECIAL PROVISIONS. Exhibit "D" attached hereto and incorporated herein by this reference ("the **Special Provisions**") assign and define site specific provisions, if any are applicable.
41. EXHIBITS. The attached exhibits are incorporated herein.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

Signed, sealed and delivered
in the presence of:

ALTA MAR HOLDINGS, LLC, a Florida limited
liability company

By: _____
Name Printed: _____
Its Manager

(Print Name)

(Print Name)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Large User Agreement for Delivery and Reuse of Reclaimed Water was
acknowledged before me by means of physical presence or online notarization this ____
day of _____, 2021, by _____, as _____ of
ALTA MAR HOLDINGS, LLC, a Florida limited liability company, on behalf of the
company.

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

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 PATTY
Clerk of the Court

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 _____, 2021, 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: _____

Passed and Duly Adopted by the Board
of County Commissioners of St. Johns County,
Florida, this ____ day of _____, 2021:

By: _____
Hunter Conrad, County Administrator

Attested:
Clerk to the Board

_____, Clerk

LIST OF EXHIBITS

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

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

A PART OF SECTIONS 21 AND 28 AND A PART OF THE HEIRS OF THOMAS FITCH GRANT SECTION 40, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT POINT OF BEGINNING COMMENCE AT THE MOST SOUTHWESTERLY CORNER OF TRACT "A", INNLET BEACH UNIT ONE, AS RECORDED IN MAP BOOK 13, PAGES 14 THROUGH 18 OF THE PUBLIC RECORDS AND SAID ST. JOHNS COUNTY; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG THE WESTERLY BOUNDARY LINES OF SAID INNLET BEACH UNIT ONE, THE FOLLOWING THIRTEEN COURSES: (1) S.84°42'11"E, A DISTANCE OF 187.62 FEET; (2) N.76°24'24"E, A DISTANCE OF 117.33 FEET; (3) S.69°29'55"E, 144.97 FEET; (4) S.73°28'43"E, A DISTANCE OF 278.70 FEET; (5) S.41°06'43"E, A DISTANCE OF 254.26 FEET; (6) S.16°41'23"E, A DISTANCE OF 307.63 FEET; (7) S.13°56'22"E, A DISTANCE OF 127.11 FEET; (8) S.04°8'10"W, A DISTANCE OF 147.50 FEET; (9) S.12°22'26"W, A DISTANCE OF 203.29 FEET; (10) S.04°41'09"E, A DISTANCE OF 170.23 FEET; (11) S.12°09'18"E, A DISTANCE OF 111.93 FEET; (12) S.18°58'32"W, A DISTANCE OF 86.98 FEET; (13) S.15°12'27"E, A DISTANCE OF 84.55 FEET TO THE NORTHWEST CORNER OF INNLET BEACH UNIT THREE, AS RECORDED IN MAP BOOK 12, PAGES 69 THROUGH 72 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID INNLET BEACH UNIT THREE THE FOLLOWING FOUR COURSES: (1) S.62°34'58"W., A DISTANCE OF 239.76 FEET; (2) S.12°20'21"W, A DISTANCE OF 313.42 FEET; (3) S.07°50'41"E. A DISTANCE OF 435.35 FEET; (4) S.09°37'29"W., A DISTANCE OF 323.44 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ALTA MAR DRIVE (A 60 FOOT RIGHT-OF-WAY) AS PLATTED BY INNLET BEACH UNIT TWO, AS RECORDED IN MAP BOOK 12, PAGES 60 THROUGH 62 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ALTA MAR DRIVE, AS PLATTED BY SAID INNLET BEACH UNIT TWO AND BY INNLET BEACH UNIT SIX, AS RECORDED IN MAP BOOK 13, PAGES 44 AND 45 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY THE FOLLOWING TWO COURSES: (1) WESTERLY 749.85 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1175.92 FEET, A CHORD BEARING N.86°32'43"W. AND A CHORD DISTANCE OF 737.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (2) S.75°11'12"W., A DISTANCE OF 282.71 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF BERMUDA COURT (A 60 FOOT RIGHT-OF-WAY) AS PLATTED BY THE AFORESAID INNLET BEACH UNIT SIX; THENCE N.14°48'48"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 122.78 FEET TO THE MOST SOUTHERLY CORNER OF LOT 48, SAID INNLET BEACH UNIT SIX; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE EASTERLY BOUNDARY LINES OF AFORESAID INNLET BEACH UNIT SIX THE FOLLOWING TWO COURSES: (1) N.37°35'28"E., A DISTANCE OF 486.95 FEET; (2) N.06°37'20"W., A DISTANCE OF 615.63 FEET; THENCE N.40°01'53"W., CONTINUING ALONG SAID EASTERLY BOUNDARY LINE OF INNLET BEACH UNIT SIX AND ITS NORTHWESTERLY PROJECTION, A DISTANCE OF 129.57 FEET TO AN INTERSECTION WITH A SOUTHERLY LINE OF SALT CREEK UNIT

TWO, AS RECORDED IN MAP BOOK 23, PAGES 21 THROUGH 25 OF THE PUBLIC RECORDS OF THE AFORESAID ST. JOHNS COUNTY; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID SALT CREEK UNIT TWO THE FOLLOWING SIX COURSES: (1) N.45°42'26"E., A DISTANCE OF 203.65 FEET; (2) N.18°45'52"W., A DISTANCE OF 369.00 FEET; (3) N.32°38'52"W., A DISTANCE OF 125.00 FEET, (4) N.45°18'52"W., A DISTANCE OF 118.00 FEET; (5) N.54°35'12"W., A DISTANCE OF 498.71 FEET; (6) N.64°56'07"W., A DISTANCE OF 260.55 FEET TO THE SOUTHEAST CORNER OF LOT 9, SALT CREEK UNIT ONE, AS RECORDED IN MAP BOOK 21, PAGES 27 THROUGH 31 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE N.20°05'35"W., ALONG THE EASTERLY LINE OF SAID LOT 9, SALT CREEK UNIT ONE, A DISTANCE OF 99.17 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SALT CREEK ISLAND DRIVE (A 50 FOOT RIGHT-OF-WAY) AS PLATTED BY SALT CREEK ISLAND, AS RECORDED IN MAP BOOK 21, PAGES 32 THROUGH 36 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING N.57°28'38"E., AND A CHORD DISTANCE OF 183.77 FEET TO THE SOUTHWEST CORNER OF LOT 1, SAID SALT CREEK ISLAND; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE WESTERLY AND AN EASTERLY BOUNDARY LINE OF SAID SALT CREEK ISLAND THE FOLLOWING THREE COURSES: (1) S.73°34'44"E., A DISTANCE OF 314.75 FEET; (2) S.52°10'35"E., A DISTANCE OF 662.04 FEET; (3) S.25°21'00"E, A DISTANCE OF 739.94 FEET TO THE MOST SOUTHERLY CORNER OF LOT 14, AFORESAID SALT CREEK ISLAND; THENCE S.73°24'39"E., ALONG THE SOUTHERLY LINE OF OFFICIAL RECORDS BOOK 1006, PAGE 1299, A DISTANCE OF 133.46 FEET; THENCE N.02°46'15"E., ALONG THE EASTERLY LINE OF OFFICIAL RECORDS BOOK 1006, PAGE 1299, A DISTANCE OF 234.93 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 15, REPLAT OF LOTS 15 AND 16, SALT CREEK ISLAND, AS RECORDED IN MAP BOOK 22, PAGES 20 AND 21 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE EASTERLY ALONG THE SOUTHERLY LINES OF LOT 15 AND LOT 16, SAID REPLAT OF LOTS 15 AND 16, SALT CREEK ISLAND THE FOLLOWING FIVE COURSES: (1) N.86°24'30"E., A DISTANCE OF 33.23 FEET; (2) N.38°21'18"E, A DISTANCE OF 42.95 FEET; (3) N.89°39'59"E., A DISTANCE OF 62.28 FEET; (4) S.22°58'18"E., A DISTANCE OF 62.57 FEET; (5) S.62°55'44"E, A DISTANCE OF 64.95 FEET TO THE MOST SOUTHERLY CORNER OF LOT 17, AFORESAID SALT CREEK ISLAND; THENCE CONTINUING ALONG THE BOUNDARIES OF AFORESAID SALT CREEK ISLAND THE FOLLOWING SEVENTEEN COURSES: (1) N.29°14'08"E, A DISTANCE OF 278.00 FEET; (2) N.01°09'08"E., A DISTANCE OF 177.53 FEET; (3) N.27°27'52"W., A DISTANCE OF 169.18 FEET; (4) N.51°38'52"W., A DISTANCE OF 110.00 FEET; (5) N.14°28'52"W., A DISTANCE OF 285.00 FEET; (6) N.73°30'52"W., A DISTANCE OF 245.00 FEET; (7) S.89°29'08"W., A DISTANCE OF 216.62 FEET; (8) N.79°04'42"W., A DISTANCE OF 184.04 FEET; (9) S.46°11'21"W., A DISTANCE OF 155.95 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 675.00 FEET; (10) NORTHWESTERLY 147.06 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.47°34'40"W., A CHORD DISTANCE OF 146.77 FEET TO A POINT ON SAID CURVE; (11) N.04°31'45"E., A DISTANCE OF 1006.71 FEET; (12) N.67°11'03"W., A DISTANCE OF 145.23 FEET; (13) S.51°59'59"W., A DISTANCE OF 141.96 FEET; (14) S.65°32'25"W., A DISTANCE OF 709.89 FEET; (15) S.17°23'13"E., A DISTANCE OF 677.40 FEET; (16) S.73°31'19"E., A DISTANCE OF 16.99 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 550.00 FEET; (17) SOUTHWESTERLY 150.37 FEET ALONG

THE ARC OF SAID CURVE, A CHORD BEARING S.59°50'57"W. AND A CHORD DISTANCE OF 149.91 FEET TO A POINT ON SAID CURVE, SAID POINT ON CURVE BEING THE SOUTHEAST CORNER OF LOT 10, AFORESAID SALT CREEK UNIT ONE; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE NORTHERLY BOUNDARIES OF SAID SALT CREEK UNIT ONE, THE FOLLOWING TWO COURSES: (1) N.38°40'11"W., A DISTANCE OF 442.22 FEET; (2) S.62°46'08"W., A DISTANCE OF 231.75 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF LOT 37, SALT CREEK UNIT THREE, AS RECORDED IN MAP BOOK 23, PAGES 83 THROUGH 88 OF THE PUBLIC RECORDS OF AFORESAID ST. JOHNS COUNTY; THENCE NORTHERLY, NORTHEASTERLY AND NORTHERLY ALONG THE EASTERLY BOUNDARY OF SAID SALT CREEK UNIT THREE, THE FOLLOWING TEN COURSES: (1) N.00°26'35"E., A DISTANCE OF 463.90 FEET; (2) N.22°23'08"E., A DISTANCE OF 67.00 FEET; (3) N.73°59'08"E., A DISTANCE OF 263.00 FEET (4) N.60°30'08"E., A DISTANCE OF 120.00 FEET; (5) N.47°00'08"E., A DISTANCE OF 447.00 FEET; (6) N.65°44'08"E., A DISTANCE OF 402.00 FEET; (7) N.40°12'08"E., A DISTANCE OF 129.00 FEET; (8) N.28°19'08"E., A DISTANCE OF 121.00 FEET; (9) N.16°40'08"E. A DISTANCE OF 121.00 FEET; (10) N.05°24'40"E., A DISTANCE OF 127.19 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SOLANO ROAD (COUNTY ROAD C-210-A) A 60 FOOT RIGHT-OF-WAY, AS NOW ESTABLISHED; THENCE N.88°37'56"E., ALONG SAID SOUTH RIGHT-OF-WAY LINE, 416.07 FEET; THENCE S.09°43'13"W., A DISTANCE OF 766.05 FEET; THENCE S.02°22'34"W., A DISTANCE OF 625.18 FEET; THENCE S.57°56'18"E., A DISTANCE OF 7.45 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF PALMERA DRIVE (A 60 FOOT RIGHT-OF-WAY) AS PLATTED BY THE AFORESAID INNLET BEACH UNIT ONE; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: (1) SOUTHWESTERLY, 25.69 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 502.50 FEET, A CHORD BEARING S.42°25'02"W. AND A CHORD DISTANCE OF 25.68 FEET TO A POINT OF COMPOUND CURVATURE; (2) SOUTHWESTERLY, 145.27 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 231.50 FEET, A CHORD BEARING S.22°58'32"W. AND A CHORD DISTANCE OF 142.90 FEET TO THE MOST SOUTHWESTERLY CORNER OF AFORESAID PALMERA DRIVE; THENCE S.84°42'11"E., ACROSS THE MOST SOUTHERLY END OF SAID PALMERA DRIVE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

PARCEL "B"

A PART OF SECTIONS 27 AND 28; TOGETHER WITH A PART OF THE HEIRS OF THOMAS FITCH GRANT, SECTION 40; TOGETHER WITH A PART OF THE CHRISTINA HILL OR FITCH GRANT, SECTION 50; TOGETHER WITH A PART OF THE CHRISTINA HILL GRANT, SECTION 49; TOGETHER WITH A PART OF THE SANCHEZ OR HILL GRANT, SECTION 47; TOGETHER WITH A PART OF THE NICHOLAS SANCHEZ GRANT, SECTION 46, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE FOR A POINT OF BEGINNING, COMMENCE AT THE , COMMENCE AT THE NORTHWEST CORNER OF LOT 7, BLOCK 3, INNLET BEACH UNIT TWO, AS RECORDED IN MAP BOOK 12, PAGES 60 THROUGH 62 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE WESTERLY AND

SOUTHERLY BOUNDARY OF SAID INNLET BEACH UNIT TWO, THE FOLLOWING TWELVE COURSES: (1) S.22°30'44"E., A DISTANCE OF 411.28 FEET; (2) S.05°50'58"E., A DISTANCE OF 99.13 FEET; (3) S.12°42'21"E., A DISTANCE OF 72.81 FEET; (4) S.15°14'30"E., A DISTANCE OF 93.07 FEET; (5) S.03°27'20"E., A DISTANCE OF 106.82 FEET; (6) S.14°49'25"E., A DISTANCE OF 55.97 FEET; (7) S.32°54'17"E., A DISTANCE OF 75.36 FEET; (8) S.39°15'19"E., A DISTANCE OF 106.10 FEET; (9) S.68°42'18"E., A DISTANCE OF 84.73 FEET; (10) S.39°48'10"E. A DISTANCE OF 139.82 FEET; (11) S.88°48'52"E., A DISTANCE OF 143.18 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF PALMERA DRIVE EAST (A 60 FOOT RIGHT-OF-WAY) AS PLATTED BY SAID INNLET BEACH UNIT TWO; (12) SOUTHEASTERLY 73.92 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 532.3 FEET, A CHORD BEARING S.23°34'58"E., AND A CHORD DISTANCE OF 73.86 FEET TO A POINT OF REVERSE CURVATURE, BEING THE MOST NORTHWESTERLY CORNER OF PALMERA DRIVE EAST (A 60 FOOT RIGHT-OF-WAY) AS PLATTED BY INNLET BEACH UNIT SEVEN, AS RECORDED IN MAP BOOK 13, PAGES 102 AND 103 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID PALMERA DRIVE EAST THE FOLLOWING TWO COURSES: (1) SOUTHWESTERLY, 200.01 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 124.85 FEET, A CHORD BEARING OF S.18°20'02"W. AND A CHORD DISTANCE OF 179.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (2) S.64°13'43"W., A DISTANCE OF 56.37 FEET TO THE MOST EASTERLY CORNER OF LOT 1, BLOCK 1, SAID INNLET BEACH UNIT SEVEN; THENCE ALONG THE EXTERIOR BOUNDARIES OF AFORESAID INNLET BEACH UNIT SEVEN THE FOLLOWING SEVEN COURSES: (1) N.42°08'19"W., A DISTANCE OF 134.74 FEET; (2) S.47°15'24"W., A DISTANCE OF 98.89 FEET; (3) S.82°46'03"W., A DISTANCE OF 29.39 FEET; (4) N.54°08'46"W., A DISTANCE OF 152.54 FEET; (5) N.59°21'44"W., A DISTANCE OF 34.64 FEET; (6) N.82°01'37"W., A DISTANCE OF 43.87 FEET; (7) S.81°34'34"W., A DISTANCE OF 131.74 FEET TO THE MOST NORTHWESTERLY CORNER OF LOT 5, OF SAID INNLET BEACH UNIT SEVEN; THENCE N.57°42'09"W., A DISTANCE OF 296.29 FEET; THENCE N.11°45'52"W., A DISTANCE OF 125.00 FEET; THENCE N.32°30'52"W., A DISTANCE OF 235.00 FEET; THENCE N.52°30'52"W., A DISTANCE OF 496.85 FEET; THENCE N.20°57'22"W., A DISTANCE OF 149.69 FEET; THENCE N.36°44'36"W., A DISTANCE OF 233.65 FEET; THENCE N.75°11'12"E., A DISTANCE OF 2.63 FEET; THENCE N.14°48'48"W., A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF ALTA MAR DRIVE (A 60 FOOT RIGHT-OF-WAY) AS PLATTED BY INNLET BEACH UNIT SIX, AS RECORDED IN MAP BOOK 13, PAGES 44 AND 45 OF THE AFORESAID PUBLIC RECORDS OF ST. JOHNS COUNTY; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: (1) N.75°11'12"E., A DISTANCE OF 383.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1115.92 FEET; (2) EASTERLY 576.87 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING N.89°56'46"E., AND A CHORD DISTANCE OF 570.47 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

MAP OF AREA SERVED AND POINT OF DELIVERY

EXHIBIT "C"

CROSS CONNECTION CONTROL INSPECTION LIST



St. Johns County Reclaimed Water Site Inspection

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

GENERAL INSPECTION

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

RESIDENTIAL INSPECTION

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

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

COMMENTS

Reclaimed water literature left with customer?	Yes	No
Requires follow up? (list in comments)	Yes	No
Corrections made? (list in comments)	Yes	No
Garden, fruit trees, or alternate water source present? (list in comments)	Yes	No
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:** Reuse service to the User is mutually beneficial to the parties as defined below in this Section.
- D.2. **DEFINED IMPROVEMENTS FOR SERVICE BY THE PARTIES:** The County and the User are both funding and completing projects summarized in Table D-1 below to facilitate providing and/or receiving reuse service from the Marsh Landing Water Reclamation Facility (WRF).

TABLE D-1: PROJECT COSTS AND SCHEDULES

Project	Cost	Anticipated Substantial Completion
SJCUD Combined Design Efforts for Pipeline and Pumps	\$180,591.00	N/A
SJCUD Reuse Pipeline (ML WRF to Oak Bridge)	\$933,316.00	11/4/20
SJCUD Marsh Landing WRF Reuse Pump Improvements	\$397,000.00	12/23/20
Oak Bridge Onsite Reuse Receiving Improvements	\$304,200.00	9/1/20

- D.3. **DISPOSAL ALLOCATION:** In accordance with Section 5 of this Agreement, the User agrees to receive 6.3 million gallons per month (average of 210,000 gallons per day), as a Disposal Allocation from the County's WRF. This Disposal Allocation allows the County to defer nutrient treatment improvements to the WRF, which would be required to achieve required regulatory loading limits to the receiving surface water, and currently estimated to cost in excess of \$10,000,000. 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 should maintain a backup source for irrigation water to serve during potential interruptions in service from the County.
- D.4. **MODIFIED RATE STRUCTURE AND SCHEDULE:** In consideration of the defined project costs, the substantial estimated cost avoidance value of the Disposal Allocation and the operational flexibility to interrupt flow as necessary, the County shall implement a grace period (the "**Grace Period**") through the term of this Agreement to provide reuse water to the User based on the conditions defined below. 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 for as long as there is significant cost avoidance as described in Section D.3.
1. User will accept and utilize the defined Disposal Allocation as available from the County.

User's failure to accept Disposal Allocation over a period of three (3) single event months over a rolling annual period during the term of this Agreement shall nullify the Grace Period and will cause the User to be subject to the standard prevailing rates for reclaimed water service.

2. The Grace Period will expire upon the later of (a) the expiration of the initial term of this Agreement, which is defined as August __, 2031 in Section 6 hereof, or (b) upon the date the County uniformly discontinues the Disposal Allocation incentive for all Large Users in the Ponte Vedra Service Area. Prevailing reclaimed water service rates shall apply upon the expiration of this Grace Period. The User will not be obligated to maintain a required minimum use of such water upon expiration of the Grace Period or upon discontinuation of the Disposal Allocation incentive.

EXHIBIT "D"

Forms of Deed/Easements

This Instrument Prepared By:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated _____ day of _____ 2021 is by and from _____, whose address is _____, hereinafter called the Grantor, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the Grantee.

(Whenever used herein the terms "Grantor and Grantee" shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of St. Johns, State of Florida, being more particularly described as follows:

[Insert Legal] (the "Property")

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

PROVIDED, HOWEVER, that if Grantee ever ceases to use the Property in connection with the provision of utility services, ownership of the Property shall automatically revert back to Grantor, or its successor in title if Grantor is no longer owner of the real property immediately adjacent to the Property, and in such event, Grantee shall remove all utility improvements from the Property.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to ad valorem property taxes accruing subsequent to December 31, 2021; and covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

Print Name: _____

By: _____

Its: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____ as _____ for _____.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

Notary Public

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of _____, 20__ by _____, with an address of _____, hereinafter called "Grantor" to _____ ST. **JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground (*The following list should only include the items of the system which pertain to the specific project. Please delete the items that do not apply*), water distribution system, gravity sewer collection system, lift stations & sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the

Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

(Item 2, directly below, should only include the parts which pertain to the specific project. Please delete the sections (a), (b), (c) or (d) that do not apply.)

2. (a) WATER SYSTEM - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) PUMP STATION & SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

(d) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. If the Grantee ceases to use the Easement Area for utility purposes, this Easement shall automatically expire. The Parties shall cooperate in executing any documents necessary to remove this Easement from title to the Easement Area. Grantee shall also remove any utility improvements from the Easement Area.

5. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

6. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

Witness

By: _____
Its: _____

Print Name

Witness

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of
physical presence or online notarization, this ____ day of _____,
2021, by

_____ as _____
_____ for _____.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

EXHIBIT "A"
EASEMENT AREA

EXHIBIT "B"
INGRESS/EGRESS AREA

EXHIBIT "E"

Improvements Schedule

Improvement Description	Responsible Party	Design Start	Construction Completion
New Pump Station	SJCUD	Within 30 days of MOU Execution	Within 19 months of MOU Execution
Onsite WW Transmission Improvements	SJCUD	Within 30 days of MOU Execution	Within 90 days prior to planned completion of Offsite WW Transmission Improvements*
Offsite WW Transmission Improvements	Owner	12/31/20	April 30, 2022, or earlier based upon Oak Bridge PUD Site Development Construction Schedule

***Onsite WW Transmission Improvements construction are to be coordinated with Oak Bridge PUD Development Site Activities.**

EXHIBIT "F"

Infrastructure Planning Map

EXHIBIT "G"

Sewer Unit Connection Fee Refund Agreement

**SEWER UNIT CONNECTION
FEE REFUND AGREEMENT**

THIS SEWER UNIT CONNECTION FEE REFUND AGREEMENT (the “**Agreement**”) is entered into, and made effective this ____ day of _____, 2021, by and between **OBDP, LLC**, a Florida limited liability company (“**Owner**”), on behalf of itself and its respective successors and assigns, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “**County**”).

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. **Background.** Owner is the developer and has constructed improvements within the Players Club (Oak Bridge) Planned Unit Development (“**PUD**”), Ordinance No. 2018-23 (the “**PUD**”), and is more particularly described on the attached and incorporated **Exhibit “A.”** The Owner has constructed the sewer utility construction project known as the Oakbridge Offsite Force Main (RW CONST ~~XXXXX-XX~~), located along the existing right-of-way of State Road A1A North from the PUD property line adjacent to the A1A North right-of-way and running southward along A1A North to a point of connection located on ATP Tour Boulevard. The project is intended to provide sewer service to the PUD and support regional transmission needs as described in the Memorandum of Understanding (the “**MOU**”) dated ~~MONTH XX~~, 2021, which is attached and incorporated as **Exhibit “B.”**

Owner has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance (Ordinance 2006-04) in consideration of Owner’s installation of approximately 4,400 feet of 12-inch (nominal) sewer force main (the “**Contributed Section**”) required to meet the anticipated utility transmission needs for the region. The Contributed Section is located within the St. Johns County road rights-of-way and are adjacent to State Road A1A North and ATP Tour Boulevard. The Contributed Section is constructed and dedicated to the County in connection with the Oakbridge Offsite Force Main (RW CONST ~~XXXXX-XX~~) project and are more particularly described in the Schedule of Values attached as **Exhibit “C”** and incorporated herein. The location of the Contributed Sections is depicted on **Exhibit “D”** attached hereto.

This Agreement states the terms and conditions upon which a refund of the transmission component of sewer unit connection fees paid by Owner or others who connect to the Contributed Section as allowed and contemplated under Ordinance 2006-04, shall be paid by the County to Owner.

It is expressly noted that as a condition precedent for any refund permitted under this Agreement, Owner must first, at its expense, record this Agreement (upon proper execution by authorized representatives of both the County and Owner) with the Clerk of Courts in the Official Records of St. Johns County, Florida. The failure of Owner to have this Agreement recorded as noted above shall bar Owner from receiving any subsequent refunds on sewer unit connection fees until this Agreement has been properly recorded.

2. **Limitation of Amount of Refund.** In accordance with the provisions of Section 25-E of Ordinance 2006-04, any refund payable to Owner as a result of future payment by Owner of sewer unit connection fees, or as the result of payment of sewer unit connection fees by others who connect to the Contributed Section shall be limited to the value of the transmission component of such unit connection fees. In addition, the cumulative amount of all refund payments to Owner pursuant to this Agreement shall in no event exceed \$~~X~~ which is the actual total cost of the Contributed Section as verified by the final contractor's Schedule of Values in **Exhibit "C"** and herein referred to as the "**Contributed Section Cost.**"

3. **Payment of Refund in Connection with Future Connection Fee Payments.** Upon recordation of this Agreement with the Clerk of the Court and upon payment by Owner or others as set forth in Section 4 below of any sewer unit connection fees for the PUD or paid by others connecting to the Contributed Section within six (6) years after the later of (i) the date of the recording of the easement and deed of dedication to the County, (ii) acceptance by the County of a Bill of Sale that grants the Contributed Section to the County, or (iii) the recordation of this Agreement with the Clerk of Court, Owner shall be entitled to a refund of the transmission component of any such sewer unit connection fees in an amount not to exceed the Contributed Section Cost. The refund described in this Section shall be paid to Owner quarterly upon payment by Owner or others of such sewer unit connection fees, whether in connection with a Capacity Commitment Agreement, or as connections are actually made. Sewer unit connection fees paid by Owner after the six-(6) year time period provided above shall not entitle Owner to a refund under this Section 3, unless the time period in this Section 3 is extended by the County as allowed by Ordinance 2006-04 or revision thereof.

4. **Connection by Others.** In the event that other users, builders or developers connect to the Contributed Section as depicted on **Exhibit "C"** within six (6) years after the later of (i) the date of the recording of the easement and deed of dedication to the COUNTY or (ii) the date of acceptance by the COUNTY of the Bill of Sale that grants the Contributed Sections to the COUNTY or (iii) the recordation of this Agreement with the Clerk of Court, Owner shall be entitled to a refund equal to the value of the sewer transmission component of any such sewer unit connection fees paid by others in an amount which, cumulatively with any other refund payments paid to Owner under the terms of this Agreement, shall not exceed the Contributed Section Cost.

5. **Entire Agreement.** No prior agreements or representations shall be binding upon the parties, unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

7. **Notice.** Any notices required or allowed to be delivered under this Agreement shall be documented in writing and shall be deemed to be delivered when (i) hand delivered to the official designated below, or (ii) upon receipt of such notice when deposited in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, addressed to a party at the address set forth under the parties names below or at such other address as the part shall have specified by written notice to the other party delivered in accordance with this Agreement:

To County: St Johns County Utilities Department
1205 State Road 16
St Augustine, Florida 32084
Attention: Chief Engineer-Development
Phone: (904) 209-2700

To Developer: OBDP, LLC
c/o Alta Mar Holdings, LLC
830-13 A1A North, #120
Ponte Vedra Beach, Florida
Attention: Jeff Miller
Phone: (904) 373-9445

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Signed, sealed and delivered
in the presence of:

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Print Name:

By: _____
Print Name: _____
Title: _____

Print Name

ATTEST:

Brandon Patty
Clerk of the Court

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 _____, 2021, by _____, as _____ of St. Johns County, a political subdivision of the State of Florida.

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires: _____

Personally Known ___ or Produced I.D. ___

[check one of the above]

Type of Identification Produced _____

Signed, sealed and delivered
in the presence of:

OBDP, LLC, a Florida limited liability
company

Print Name: _____

By: Alta Mar Holdings, LLC
Its Manager

Print Name: _____

By: _____
David C. Miller, Manager

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 _____, 2021, by David C. Miller
as Manager of Alta Mar Holdings, LLC, a Florida limited liability company, as Manager
of OBDP, LLC a Florida limited liability company, on behalf of the company.

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires: _____

Personally Known ___ or Produced I.D. ___

[check one of the above]

Type of Identification Produced _____

EXHIBIT "A"

[PARCEL MAP & LEGAL DESCRIPTION]

[Document to be provided at later date]

EXHIBIT "B"

[MOU]

[Document to be provided at later date]

EXHIBIT "C"

[SCHEDULE OF VALUES]

[Document to be provided at later date]

EXHIBIT "D"

[CONTRIBUTED SECTION LOCATION MAP]

[Document to be provided at later date]