

## CONTRACT OF SALE

(Per Acre)

This Contract of Sale ("Contract") is made and entered into by and between **WEYERHAEUSER NR COMPANY**, a Washington corporation and **WEYERHAEUSER COMPANY**, a Washington corporation (each referred to as a "Selling Entity" and collectively as "SELLER") and **ALACHUA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (referred to as "BUYER").

1. **Conveyance.** In consideration of the mutual covenants contained herein, SELLER agrees to sell and convey and BUYER agrees to purchase and take title to, upon the terms herein set forth, all that tract or parcel of real estate containing approximately 1,242.83 acres, more or less, located in Alachua County, Florida, and being more particularly described in **Exhibit A** attached hereto and made a part hereof ("Real Property"). The final total number of acres of the Real Property and the metes and bounds legal description of the portions to be conveyed to the BUYER shall be determined by the survey more particularly described in Paragraph 9 herein (the "Survey").

2. **Purchase Price and Payment.**

(a) The total purchase price for the Real Property ("Purchase Price") shall be the result of multiplying Twenty-Six Hundred and Ninety-Five Dollars and Forty-Six Cents (\$2,695.46) per acre by the number of acres or fraction thereof, excluding any public road right-of-way or encroachments (if any), as determined by the survey described in Paragraph 9 herein. BUYER has paid the sum of One Thousand Dollars (\$1,000.00) as earnest money ("Earnest Money") to be applied as part payment of the Purchase Price at the Closing. The balance of the Purchase Price shall be paid in immediately available funds by electronic wire funds transfer (Fedwire System) at the Closing as described in paragraph 5.

(b) Unless otherwise provided for by the parties, the Earnest Money shall be deposited with the law firm Salter Feiber with an address of 3940 NW 16<sup>th</sup> Boulevard, Building B, Gainesville, FL 32605, who will hold and disburse the Earnest Money in accordance with the terms and provisions of this Contract.

3. **Disclaimer; Waiver.**

(a) Any documents, cruises, compilations, timber inventories, surveys, plans, specifications, reports and studies made available to BUYER by SELLER, BROKER, or their agents or representatives (collectively the "SELLER PARTIES") are provided as information only. SELLER PARTIES have not made, do not make, and have not authorized anyone else to make any representation as to: (i) the existence or non-existence of access to or from the Real Property or any portion thereof; (ii) the number of acres in the Real Property; (iii) the volume, type, condition or quality of timber on the Real Property or logging conditions or feasibility; (iv) the location of the Real Property or any portion thereof within any floodplain, flood prone area, watershed or the designation of any portion of the Real Property as "wetlands"; (v) the volume, type, condition or quality of minerals on the Real Property; (vi) the availability of railroad, water, sewer, electrical, gas or other utility services; (vii) the environmental conditions or requirements

of the Real Property; (viii) the stability of soils; (ix) the condition of any building structure or improvements on the Real Property; or (x) the suitability of the Real Property for any purpose. **SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY RELATING TO THE CONDITION OF THE REAL PROPERTY, ITS SUITABILITY FOR BUYER'S PURPOSES OR THE STATUS OF THE PROPERTY'S MAINTENANCE OR OPERATION. SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE REAL PROPERTY MAY BE USED FOR ANY PURPOSE WHATSOEVER.**

(b) BUYER expressly acknowledges that: (i) SELLER PARTIES have not made any representations or warranties whatsoever concerning the Real Property or any matters pertaining to the Real Property; and (ii) in entering into this Contract, BUYER is not relying on any such representations or warranties.

(c) BUYER has examined and inspected or shall fully examine and inspect the Real Property and become thoroughly familiar with the title, condition, status and suitability of the Real Property. Unless BUYER terminates this Contract by reason of any right to do so under this Contract, BUYER is willing to and BUYER shall purchase the Real Property and SELLER shall sell the Real Property **"AS IS, WHERE IS, with all faults"** at the Closing.

(d) To the extent the law allows, BUYER, for itself and its successors and assigns, hereby waives and releases SELLER PARTIES from any and all contractual, statutory, common law, and/or other liabilities, obligations, claims or causes of action, known and disclosed by SELLER within Sixty (60) days of the Effective Date, subject to BUYER's rights in Paragraph 4(b), that BUYER or its successors and assigns may be entitled to assert against SELLER PARTIES arising in whole or in part of, or relating or connected in any way to, the condition of the Real Property including, but not limited to, any such liabilities, obligations, claims or causes of action based in whole or in part upon any applicable federal, state or local environmental law, rule or regulation or the environmental condition of the Real Property.

#### **4. Review Period.**

(a) BUYER, its agents and representatives, shall have the right, from the date hereof until closing, to go on the Real Property at reasonable times to make engineering, soil report and other inspections and feasibility studies, provided that BUYER shall not conduct a Phase II Environmental Assessment on the Real Property without SELLER's prior written consent. The BUYER hereby agrees to indemnify and hold SELLER harmless from any losses, costs, and damages only to the extent that they are found to result from the sole negligence of the BUYER. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, independent contractors or third-party agents of Alachua County. This indemnification shall not be construed as a waiver of Alachua County's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against Alachua County must comply with the procedures found in section 768.28, Florida

Statutes, and Article VII, section 10 of the Florida Constitution. The value of this indemnification is limited to the limitations of section 768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against BUYER to only those losses, costs and damages caused by the County's negligence, and specifically does not include any attorney's fees or costs associated therewith.

(b) For a period of one hundred and twenty (120) days from the date of execution of this Contract, BUYER may elect to either purchase or not purchase the Real Property ("Buyer's Review Period") for no reason or any reason at all including the discovery or existence of matters that constitute Permitted Exceptions as defined in paragraph 7 hereof, as determined in the BUYER's sole discretion as may be determined and elected by the County Manager. In the event that the Buyer elects not to purchase the Property, this Contract shall be null and void. If prior to the expiration of Buyer's Review Period, BUYER notifies SELLER in writing of its election to not purchase the Real Property, then BUYER shall furnish SELLER with all reports and studies conducted by or for BUYER, SELLER shall refund the Earnest Money to BUYER, and, except as expressly provided to the contrary in this Contract, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Contract.

(c) If BUYER does not give notice to SELLER in accordance with the provisions hereof of BUYER's election to terminate this Contract, then BUYER shall be deemed to have waived such right and this Contract shall continue in full force and effect.

5. **Closing.** The consummation of the purchase and sale transaction contemplated herein (the "Closing") shall take place at a mutually agreeable location at or before 5:00 p.m. (local time) one hundred and thirty-five (135) days from the date of execution of this Contract "Closing Date") unless otherwise extended by mutual agreement between the parties in a written amendment to this contract. The County Manager may extend the Closing Date on behalf of the County without further approval by the Alachua County Board of County Commissioners and executed any and all closing documents necessary to complete the purchase and sale transaction contemplated herein. The wire transfer for the Purchase Price must be initiated by noon on the Closing Date, and the deed may not be recorded until such wire transfer has been initiated.

6. **Seller's Reservation of Timber Harvesting Rights:** SELLER hereby reserves for itself, its successors and assigns, ownership of and the rights to harvest and remove any and all trees within the Stands identified on **EXHIBIT B** attached hereto and made a part hereof (the "Reserved Timber"). SELLER and BUYER shall enter a mutually agreeable "License To Cut Timber" (attached as **EXHIBIT C** and made a part hereof) setting forth all terms and conditions of SELLER's reservation of timber harvesting rights which shall become immediately effective after ownership of the Real Property has passed to the BUYER. SELLER's rights to harvest and remove trees from each Stand identified in EXHIBIT B shall terminate on the Termination Date listed in EXHIBIT B for each Stand, provided that SELLER and BUYER may agree to extend the Termination Date listed in EXHIBIT B on any Stand for one period of up to six (6) months in the event that wet weather unreasonably interferes with SELLER's ability to harvest and remove trees within that Stand. SELLER shall have full rights of ingress and egress to the Real Property to harvest the Reserved Timber and shall conduct all harvesting and removal operations according to the Florida Department of Agriculture and Consumer Services, Florida Forest Service's "Silviculture Best Management Practices: Manual as amended. SELLER shall be solely

responsible to pay, and shall pay to the appropriate tax collection authority, any and all taxes whatsoever, if any, resulting from SELLER's reservation or exercise of rights to harvest and remove trees as set forth in the Contract.

The following paragraph shall be included in the Special Warranty Deed (attached hereto as EXHIBIT "D") to be delivered by SELLER to BUYER at closing:

*RESERVING unto Grantor, its successors and assigns, ownership of and the rights to harvest and remove any and all trees within the timber Stands identified on Exhibit "C" attached hereto and made a part hereof (the "Reserved Timber") through the Termination Date listed in Exhibit "C" for each Stand. Grantor may extend the Termination Date listed in Exhibit "C" on any Stand for one period of up to six (6) months in the event wet weather interferes with its ability to harvest timber. Grantor shall have the total and absolute right to determine if wet weather conditions are such as to extend the Termination Date of each Stand and shall notify Grantee in writing at least ninety (90) days prior to the Termination Date if the Termination Date of any Stand is extended due to wet weather. Grantor further reserves unto itself and its successors and assigns, full rights of ingress and egress to the Property to harvest the Reserved Timber until the Termination Date listed in Exhibit C, as may be extended in accordance with this provision for one period of up to six (6) months. Grantee and Grantor acknowledge that: (i) Grantor intends to harvest the Reserved Timber; and (ii) all harvesting operations will be conducted according to the Florida Forest Service's "Silviculture Best Management Practices" Manual as amended.*

**7. Deed of Conveyance.** Subject to the BUYER's right to terminate this Contract for Sale pursuant to Paragraph 4(b), at the Closing, SELLER shall deliver a Special Warranty Deed (the "Deed") conveying to BUYER title to the Real Property, containing the disclaimer and release provisions contained in paragraph 3, and warranting title against the claims of all persons claiming by, through or under SELLER, but against none other; the conveyance and the foregoing warranty being; subject to the following (collectively, the "Permitted Exceptions" to said warranty), any of which may be excluded from the Special Warranty Deed by mutual agreement between BUYER and SELLER after review of a Title Insurance Commitment proposing to insure title to the Property:

- (a) all easements, rights-of-way, licenses and other encumbrances or matters of record affecting the Real Property;
- (b) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (c) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Real Property;
- (d) prior reservations or conveyances of mineral rights or mineral leases of every kind and character;
- (e) any loss or claim due to lack of access to any portion of the Real Property;



- (f) any loss or claim due to any indefiniteness or uncertainty in the legal description of the Real Property;
- (g) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the Closing;
- (h) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Real Property;
- (i) any rights of the United States of America, the State in which the Real Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Real Property, including, without limitation, riparian rights and navigational servitudes; and
- (j) title to that portion of the Real Property, if any, lying below the mean high-water mark (as such mean high-water mark may change from time to time) of abutting tidal waters;

**8. Intentionally Deleted.**

**9. Survey.** Prior to the Closing, BUYER shall obtain at its expense an accurate boundary survey of the Real Property, which boundary survey must meet the following requirements:

- (a) the survey must be prepared by a licensed surveyor, registered in the State in which the Real Property is located, and signed and sealed by the surveyor;
- (b) the survey must show on the face thereof the GPS coordinates for the Point of Beginning;
- (c) the survey must certify to and show on the face thereof the total number of acres contained within the boundaries of the Real Property; and
- (d) the survey must provide a “metes and bounds” legal description for the Real Property; and
- (e) the survey must be certified to the Buyer, the Seller, the Closing Agent and the Florida licensed title insurance company issuing the Title Commitment; and
- (f) the survey shall open and establish the newly surveyed property lines on the ground according to SELLER’s specifications (paint and chops) as follows: along the boundary lines of the Real Property that are contiguous to SELLER’s remaining property, the surveyor must scrape and paint line and witness trees or set six (6) foot online metal posts where trees are not available at a distance of every 330 feet. The scrape should be a minimum of six (6) inches at least five (5) to seven (7) feet high from ground level and the trees should be painted by brush with Nelson boundary marking paint in the color specified by SELLER. The surveyor shall also mark bearing trees (minimum of 2) for any new witness corner set.

As soon as possible upon completion of the survey, but no later than five days prior to closing, BUYER shall provide SELLER with the legal description in Word format, two (2) copies of the original survey drawings and a digital copy of the survey in "PDF" format and, if available, spatial data in a CAD ".dwg" file or other ESRI format (shape file, feature class, etc.). Upon approval of the survey by the parties, the legal description to be used in the Deed shall be based on said survey and the computation of the total number of acres contained within the Real Property shall be in accordance with said survey.

**10. Title Search.** BUYER shall bear the expense of searching title and the full cost of any title insurance premiums including extended coverage or endorsements, if any. BUYER shall have one hundred and twenty (120) days from the date of execution of this Contract in which to search title to the Real Property and in which to furnish SELLER with a written statement of any title objections. If BUYER fails to timely submit such written statement of title objections, then BUYER is deemed to have accepted any title defects and shall proceed to Closing. SELLER shall have no obligation to cure or attempt to cure any title defects, specifically including the Permitted Exceptions. If SELLER is unable or unwilling to cure the objections, this Contract shall be null and void and any Earnest Money paid shall be refunded to BUYER and, except as expressly provided to the contrary in this Contract, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Contract, or BUYER may waive such defects and proceed to the Closing without a reduction in the Purchase Price.

**11. Prorations; Expenses; Property Taxes.** All real estate ad valorem taxes, assessments and other governmental charges for the calendar year of closing shall be prorated as of the Closing Date and paid by Seller. SELLER shall pay for any state property transfer taxes (documentary stamp taxes), its own attorney's fees and the title insurance premium attributable to a standard title insurance policy and will prepare the Deed (substantially in the form as shown on Exhibit "D" attached hereto). BUYER shall pay closing costs and escrow fees, its attorneys fees, all costs of recording, and the title insurance premium attributable to extended coverage, if any, or any endorsements, if any. BUYER shall pay when due (and indemnify and hold SELLER harmless from) all taxes, assessments and penalties resulting from any change made or caused by BUYER in the use or classification of the Real Property after the Closing. In the event that the non-responsible party receives the tax bill, that party agrees to forward it to the other party for payment. The parties agree that no refunds will be issued for incorrectly paid tax bills by either party unless an error is made, and the aggrieved party makes a written request for refund within twelve months of the Closing Date.

**12. Hunting Lease.** Hunting leases (if any) covering the Real Property will be terminated effective as of the Closing Date.

**13. Casualty Loss.** If, prior to the Closing, the value of the Real Property is materially impaired by fire, casualty, act of God or exercise of eminent domain powers, BUYER shall have the right to terminate this Contract by giving written notice to SELLER, as may be determined and elected by the County Manager, in which case the Earnest Money shall be refunded to BUYER and, except as expressly provided to the contrary in this Contract, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Contract.

14. **Real Estate Commission.** SELLER and BUYER represent and warrant, each to the other, that no real estate broker or other party is entitled, as a result of the actions of SELLER or BUYER, as the case may be, to a real estate commission or other fee resulting from the execution of this Contract or the sale and conveyance herein contemplated, and SELLER and BUYER hereby indemnify and hold each other harmless from and against any and all costs, damages or expenses (including reasonable attorney's fees) incurred or paid as a result of any breach of the foregoing representation and warranty by the indemnifying party.

15. **Default.** In the event of default by SELLER in its obligations hereunder, BUYER's sole remedy is that BUYER shall be released from all obligations or liabilities hereunder, BROKER shall return the Earnest Money to BUYER, and SELLER shall pay BUYER's actual out-of-pocket expenses associated with this transaction up to the lesser of \$5,000 or 1% of the Purchase Price. In the event of default by BUYER, BUYER shall furnish SELLER with all reports and studies relating to the Real Property conducted by or for BUYER, and BUYER agrees that BROKER shall deliver the Earnest Money to SELLER as liquidated damages as SELLER's sole remedy. BUYER and SELLER agree that the Earnest Money is a reasonable amount for liquidated damages sustained by SELLER upon default by BUYER because of the uncertainty in ascertaining actual damages. In no event shall the Parties be liable to each other for any consequential, incidental, indirect or special damages arising out of this Contract or any breach thereof, including but not limited to loss of use, lost profits or revenue, whether or not such loss or damage is based on contract, warranty, negligence or otherwise.

16. **Exchange.** Each party at its election, may assign its rights and obligations under this Contract in order to effectuate a like-kind exchange of property under Section 1031 of the Internal Revenue Code 1986 as amended. Each party agrees to assist and cooperate with other party in any such exchange at no additional cost, expense or liability to the party providing assistance. BUYER and SELLER further agree to execute any and all documents as are reasonably necessary in connection with any such exchange.

17. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and effective: (a) the same day when personally delivered to such party; (b) one business day after being sent by reputable overnight courier service such as FedEx or UPS; (c) three (3) business days after being mailed, postage prepaid by certified mail, return receipt requested; or (d) one day after being sent by electronic mail (Email), as long as it is confirmed by nonautomated reply by other party. In each case, the notice shall be sent or delivered to the parties at the following addresses:

**If to SELLER:**

WEYERHAEUSER NR COMPANY  
13005 SW 1<sup>st</sup> Road, Suite 241  
Newberry, Florida 32669  
Attn: Greg Galpin  
Senior Real Estate Development Project Manager  
Email: greg.galpin@weyerhaeuser.com

**With a copy to:**

WEYERHAEUSER NR COMPANY  
220 Occidental Ave South  
Seattle, WA 98104

Attention: Sr. Legal Counsel

**If to BUYER:**

Alachua County, Florida  
Office of Land Conservation & Management  
Attn: Charles H. Houder, Director  
408 W. University Avenue, Suite 106  
Gainesville, Florida 32601  
Phone: 352-264-6868  
Email: chouder@alachuacounty.us

AND

Sylvia Torres, Esq.  
Alachua County Attorney  
12 SE 1<sup>st</sup> Street, Gainesville, FL 32601  
Phone: 352-374-5218  
Email: storres@alachuacounty.us

**18. Actions of SELLER.** SELLER agrees and covenants that upon and following the execution of this Contract and until Closing of the purchase contemplated herein, SELLER shall not, without the prior written consent of BUYER cut timber, convey timber rights, grant easements, leases, rights-of-way or servitudes, or grant or convey any portion of the Real Property, or in any way encumber the Real Property in a manner inconsistent with the rights and interests to be acquired by BUYER.

**19. Subdivision.** If necessary, at BUYER's expense, SELLER shall reasonably cooperate with BUYER to cause the Real Property to be legally subdivided and segregated from the balance of SELLER's property prior to Closing, and BUYER, with SELLER's cooperation, shall process through the appropriate governmental agencies any and all subdivision and/or platting required to convey the Real Property.

**20. Attorneys' Fees.** If either party hereto is required to retain an attorney to enforce any provision of this Contract, whether or not a legal proceeding is commenced, each party shall be responsible for its own legal fees unless otherwise provided for by law.

**21. Invalidity.** In the event any portion of this Contract should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Contract are thereby defeated.

**22. Waiver of Jury Trial.** EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (ACTION, PROCEEDING OR COUNTERCLAIM) DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT, ANY DOCUMENT OR AGREEMENT ENTERED INTO IN CONNECTION HERewith AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

23. **Legal Relationships.** The parties to this Contract execute the same solely as a SELLER and a BUYER. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this Contract.

24. **Assignment.** The rights and obligations of the SELLER and BUYER shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors-in-trust and assigns.

25. **Time.** Time is of the essence of this Contract and whenever a date or time is set forth in this Contract, the same has been entered into and formed a part of the consideration for this Contract.

26. **Possession.** Possession of the Real Property shall be granted to BUYER at the Closing.

27. **Cooperation.** Each of the parties shall perform all such other acts and things and execute such other and further documents as may be necessary to carry out the intent and purposes of this Contract.

28. **Interpretation.** Both parties have reviewed this Contract and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

29. **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Contract. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. In addition, facsimile or electronic counterparts of this Contract shall be deemed for all purposes as an original, and the parties agree to deliver counterparts of this Contract containing original signatures if requested as soon as possible.

30. **Organization and Authority.** SELLER and BUYER represent and warrant to the other that (i) each has the full right, power and authority to execute this Contract and perform its respective obligations under this Contract, and (ii) the execution and delivery of this Contract has been duly authorized, and no further action or approval is required to cause this Contract to be valid, binding and enforceable against the respective party in accordance with its terms.

31. **Survival.** Except as may be otherwise set forth in this Contract, the covenants, agreements, indemnities, representations and warranties contained in this Contract shall survive the Closing and delivery and recording of the Deed or the termination for any reason of this Contract.

32. **Use of Name.** BUYER acknowledges and agrees that the name “Weyerhaeuser” and “Plum Creek” (or any variation thereof) shall not be used by BUYER, or its assigns, in any way or on any activities conducted by or on behalf of BUYER, including advertisings except that BUYER may refer to “Weyerhaeuser” and “Plum Creek” when discussing ownership history or as necessary to discuss this transaction at public meetings

33. **Complete Agreement.** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions, or deletions hereto must be in writing and signed by all parties.

34. **Offer and Acceptance.** This instrument shall be regarded as an offer by SELLER which shall remain open for acceptance by BUYER and subject to the review and approval of the Alachua County Board of County Commissioners. Upon execution by BUYER, this Contract shall be binding upon the parties. As used herein, the phrase “Date of this Contract” shall mean and refer to the last date on which this Contract is executed by both BUYER and SELLER, as indicated by the date entered under each signature. If this Offer is not accepted by BUYER and approved by the Alachua County Board of County Commissioners within Sixty Days of the Effective Date, this Offer shall cease and be null and void and the Earnest Money shall be returned to BUYER.

35. **Governing Law.** This Contract shall be construed and enforced in accordance with the laws of the state in which the Real Property is located. Sole and exclusive venue for all actions arising out of this Contract of Sale shall be in Alachua County, Florida.

36. **Florida Provisions.**

(a) **Radon Gas.** SELLER and BUYER acknowledge that radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **Zone.** BUYER is advised to verify by survey, with its lender (if any), and with appropriate government agencies or departments which flood zone the Real Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(c) **Coastal Zone Disclosure.** The Real Property may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, ridged coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Real Property.

(d) **Disclosure of Beneficial Interests.** Pursuant to Section 286.23, Florida Statutes, SELLER agrees to provide BUYER with a written disclosure of beneficial interests no later than 10 days prior to Closing.



*[SEE SIGNATURE PAGES ATTACHED HERETO]*

EXECUTED this 12<sup>th</sup> day of May, 2020, by the SELLER,  
Weyerhaeuser NR Company.

Signed, sealed and delivered

WEYERHAEUSER NR COMPANY

in the presence of:

Teresa Tillman

Printed name: Teresa Tillman

By: Don M. Myers

As its Vice President

WJ

Printed name: David J. Cuth

***IF THE SELLER IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE REAL ESTATE SALES CONTRACTS ON BEHALF OF YOUR ORGANIZATION.***

EXECUTED this 12<sup>th</sup> day of May, 2020, by the SELLER,  
Weyerhaeuser Company.

Signed, sealed and delivered

WEYERHAEUSER COMPANY

in the presence of:

Teresa Tillman

Printed name: Teresa Tillman

By: Dir M. Myers

As its Vice Pres. & C

u / ✓

Printed name: David J. Cutler

***IF THE SELLER IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE REAL ESTATE SALES CONTRACTS ON BEHALF OF YOUR ORGANIZATION.***

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020, by the BUYER, ALACHUA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida.

ALACHUA COUNTY, FLORIDA

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

Robert Hutchinson

Board of County Commissioners

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jesse K. Irby, II, Clerk

(seal)

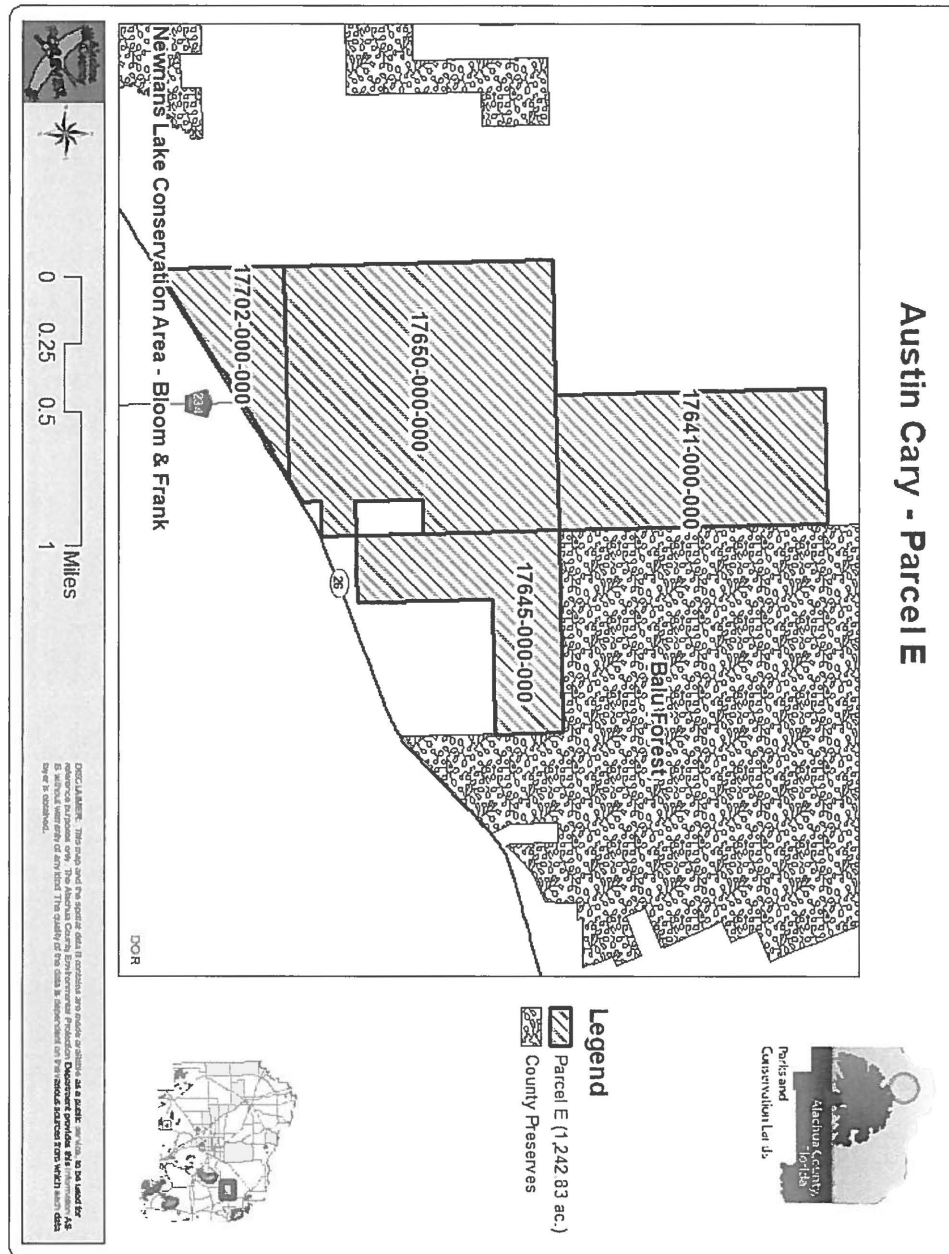
\_\_\_\_\_  
Alachua County Attorney's Office

***IF THE BUYER IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE REAL ESTATE SALES CONTRACTS ON BEHALF OF YOUR ORGANIZATION.***

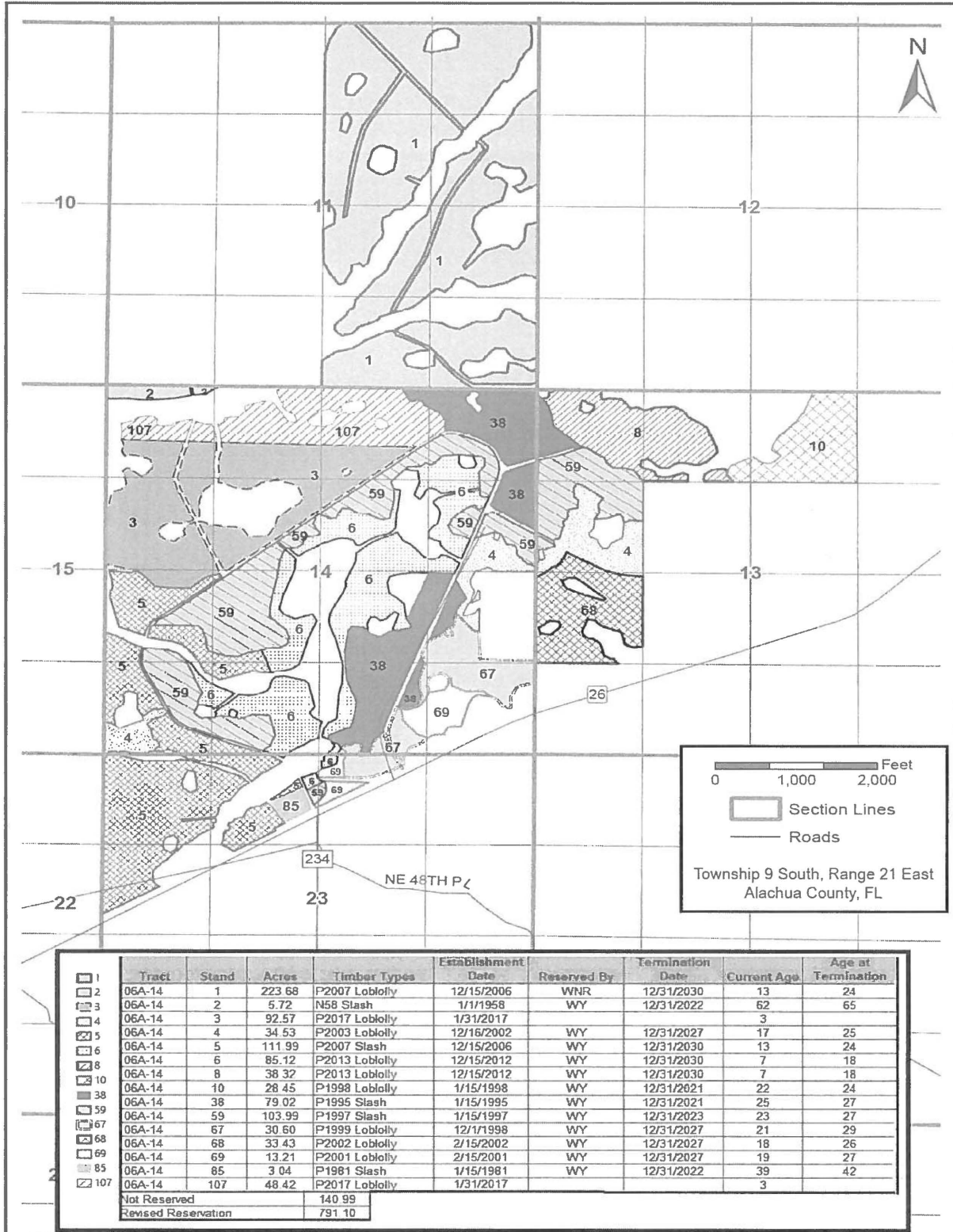
## EXHIBIT "A"

Legal Description to be provided upon completion of Survey

Tax Parcel numbers 17641-000-000; a portion of 17650-000-000; 17645-002-000; and 17702-002-000.



**EXHIBIT "B"**  
**SELLER'S Reservation of Timber Harvesting Rights Schedule**



LT Dept - Mayhutm - 2/20/2020  
 AlachuaCoFL\_TmbrRes.mxd



**EXHIBIT “C”**

**License To Cut Timber**

**(To Be Inserted Here)**

**EXHIBIT "D"**

**SPECIAL WARRANTY DEED**

This Instrument Prepared by:  
Weyerhaeuser Company  
220 Occidental Avenue South  
Seattle, Washington 98104  
Attention: Legal Department  
File No. \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by WEYERHAEUSER NR COMPANY and WEYERHAEUSER COMPANY, a Washington corporation, authorized to do business in the state of Florida, and having a place of business at 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter collectively called the "Grantor", to Alachua County, Florida, a charter county and political subdivision of the State of Florida hereinafter called the "Grantee":

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain and sell unto the Grantee and Grantee's successors, heirs and assigns forever, that certain real property situated in Alachua County, Florida and more particularly described in **Exhibit "A"** attached hereto and made a part hereof by reference (hereinafter the "Real Property").

Being a part or portion of the property conveyed to Weyerhaeuser NR Company from \_\_\_\_\_ by deed dated \_\_\_\_\_ and recorded in the Records of Alachua County, Florida in O.R. Book \_\_\_\_\_ Page \_\_\_\_\_.

TOGETHER WITH, but without any warranty whatsoever, Grantor's right, title and interest in and to mineral rights appurtenant to the Property and all rights to explore for and extract such minerals not previously reserved or conveyed by Grantor's predecessors in title.

RESERVING unto Grantor, its successors and assigns, ownership of and the rights to harvest and remove any and all trees within the timber stands identified on Exhibit "B" attached hereto and made a part hereof (the "Reserved Timber") through the Termination Date listed in Exhibit "B" for each Stand. Grantor may extend the Termination Date listed in Exhibit "B" on any Stand for one period of up to six (6) months in the event that wet weather interferes with Grantor's ability to harvest timber. Grantor shall have the total and absolute right to determine if wet weather conditions are such as to extend the Termination Date of each Stand and shall notify Grantee in writing at least ninety (90) days prior to the Termination Date if the Termination Date of any Stand is extended due to wet weather. Grantor further reserves unto itself and its successors and assigns, full rights of ingress and egress to the Property to harvest the Reserved Timber until

the Termination Date listed in Exhibit B, as may be extended in accordance with this provision for one period of up to six (6) months. Grantee and Grantor acknowledge that: (i) Grantor intends to harvest the Reserved Timber; and (ii) all harvesting operations will be conducted according to the Florida Forest Service's "Silviculture Best Management Practices" Manual as amended.

**GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, IT BEING THE INTENTION OF GRANTOR AND GRANTEE THAT THE REAL PROPERTY BE CONVEYED "AS IS", IN ITS PRESENT CONDITION AND STATE OF REPAIR AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTION AS IT DEEMS APPROPRIATE. GRANTEE, FOR ITSELF AND ITS HEIRS AND ASSIGNS, HEREBY WAIVES AND RELEASES GRANTOR FROM ANY AND ALL CONTRACTUAL, STATUTORY, COMMON LAW, AND/OR OTHER LIABILITIES, OBLIGATIONS, CLAIMS OR CAUSES OF ACTION, KNOWN OR UNKNOWN, THAT GRANTEE OR ITS HEIRS AND ASSIGNS MAY BE ENTITLED TO ASSERT AGAINST GRANTOR ARISING IN WHOLE OR IN PART OF, OR RELATING OR CONNECTED IN ANY WAY TO, THE CONDITION OF THE REAL PROPERTY INCLUDING, BUT NOT LIMITED TO ANY SUCH LIABILITIES, OBLIGATIONS, CLAIMS OR CAUSES OF ACTION BASED IN WHOLE OR IN PART UPON ANY APPLICABLE FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW, RULE OR REGULATION OR THE ENVIRONMENTAL CONDITION OF THE REAL PROPERTY.**

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

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the property in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances made by Grantor; and Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other; provided however, that this conveyance is made subject to and there is hereby excepted from the covenants and warranties hereinabove set forth, the matters set forth on **Exhibit "C"** attached hereto and made a part hereof by reference (the "Permitted Exceptions").

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

**IN WITNESS WHEREOF**, Grantor has signed and sealed this deed, the day and year written below.

Signed, sealed and delivered in the presence of FIRST WITNESS:

**WEYERHAEUSER NR COMPANY,  
a Washington corporation**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECOND WITNESS:

ATTEST:

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

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

**ACKNOWLEDGEMENT**

STATE OF WASHINGTON       )  
  )ss  
COUNTY OF KING        )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, I certify that I know or have satisfactory evidence that \_\_\_\_\_, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Weyerhaeuser NR Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

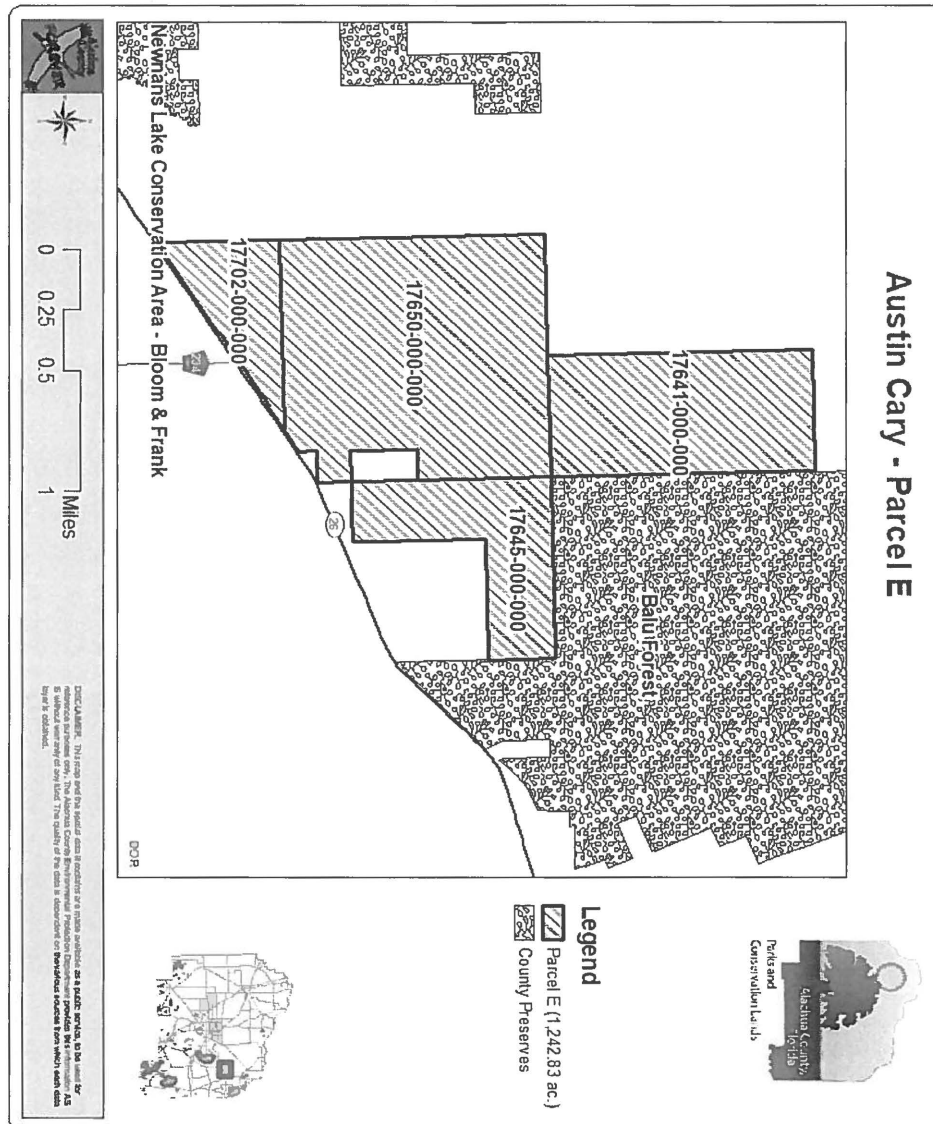
\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing in \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

EXHIBIT A TO DEED

**LEGAL DESCRIPTION**

Legal Description to be provided upon completion of Survey.

Tax Parcel numbers 17641-000-000; a portion of 17650-000-000; 17645-002-000; and 17702-002-000.



# **EXHIBIT "B"** **SELLER's Reservation of Timber Harvesting Rights Schedule**

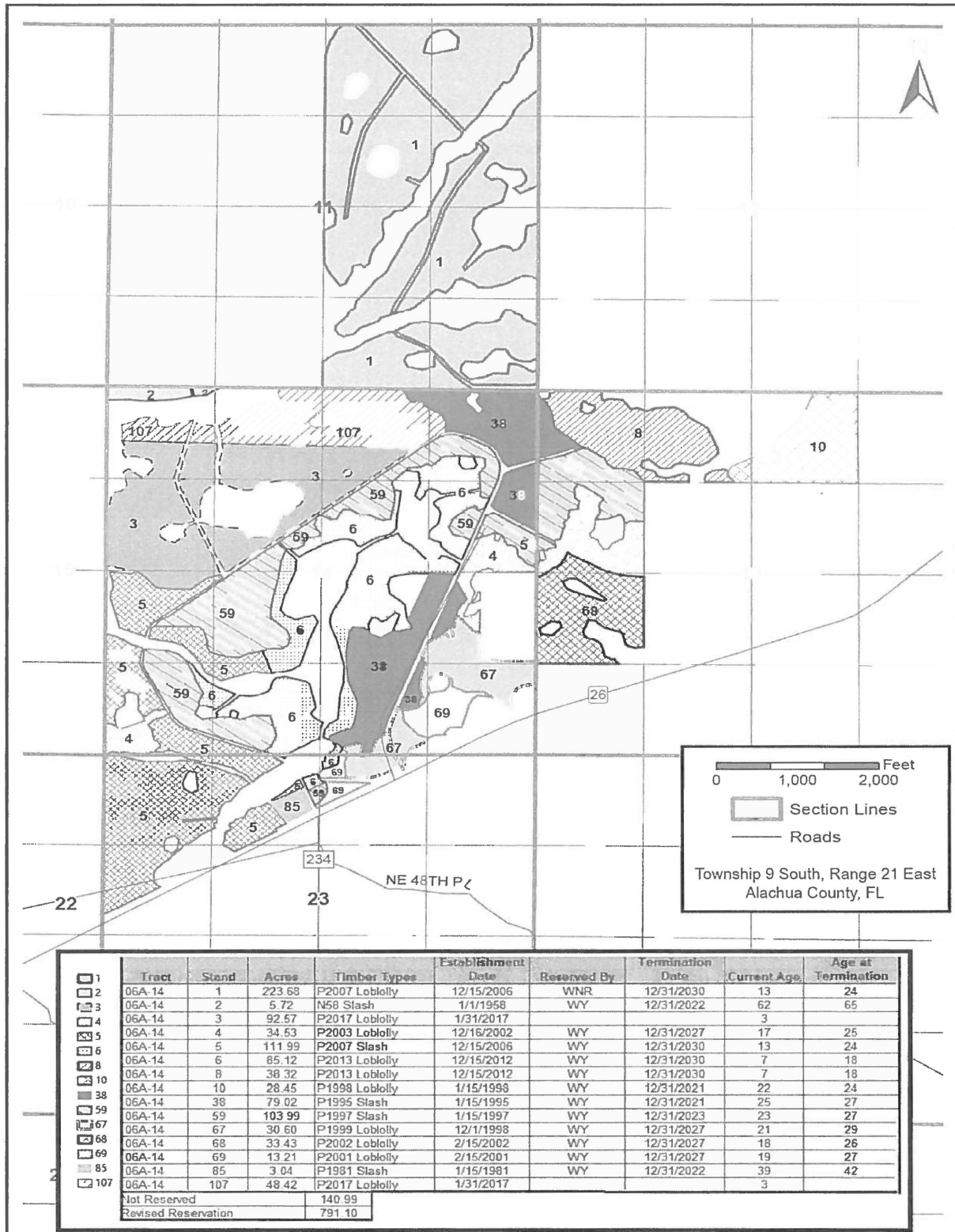




EXHIBIT C TO DEED

**PERMITTED EXCEPTIONS**

- (a) all easements, rights-of-way, licenses and other encumbrances or matters of record affecting the Real Property;
- (b) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (c) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Real Property;
- (d) prior reservations or conveyances of mineral rights or mineral leases of every kind and character;
- (e) any loss or claim due to lack of access to any portion of the Real Property;
- (f) any loss or claim due to any indefiniteness or uncertainty in the legal description of the Real Property;
- (g) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the Closing;
- (h) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Real Property;
- (i) any rights of the United States of America, the State in which the Real Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Real Property, including, without limitation, riparian rights and navigational servitudes; and
- (j) title to that portion of the Real Property, if any, lying below the mean high-water mark (as such mean high-water mark may change from time to time) of abutting tidal waters;