

LICENSE TO CUT TIMBER

THIS LICENSE TO CUT TIMBER (“License”), made and entered into as of the _____ day of _____, 2020, by and between **ALACHUA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (hereinafter referred to as “**Alachua County**” or “**Licensor**”) and **WEYERHAEUSER COMPANY**, a Washington corporation, and **WEYERHAEUSER NR COMPANY**, a Washington corporation (“**Weyerhaeuser NR**”) (each a Licensee entity and collectively referred to as “**Licensee**”). Licensor and Licensee shall be collectively referred to as “**Parties**” and individually as a “**Party**”.

WHEREAS, Licensee sold certain Property to Alachua County shown in **EXHIBIT “A”** of this License (the “**Property**”), but Licensee reserved rights to cut and remove timber from certain timber stands on the Property as depicted in **EXHIBIT “B”** (the “**Stands**”); and

WHEREAS, more specifically, Licensee reserved the right to cut and remove timber from each Stand identified in Exhibit B (the “**Reserved Timber**”) through the Termination Date listed for each Stand in Exhibit B (the “**Harvesting Schedule**”), a copy of which is attached hereto and incorporated by reference into this License; and

WHEREAS, the Parties desire to enter into this License setting forth the terms and conditions by which Licensee is granted rights to ingress and egress the Property for the purpose of cutting and removing timber from the Stands in compliance with the Reserved Timber and Harvesting Schedule and this License.

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable considerations, receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Authorized Activities**. As more particularly set forth in Section 3, below, Licensor does hereby grant Licensee, its successors and assigns, the right to go upon the Property as described in **EXHIBIT “A”**, attached hereto and incorporated by reference herein, aggregating 1,242.83 acres, more or less, which are hereinafter referred to as the “**Property**,” for the purpose of cutting and removing the Reserved Timber in accordance with the Harvesting Schedule. Licensor shall, in addition, have the right to conduct silvicultural enhancements to the Reserved Timber, including intermediate thinnings.

2. **Term of License**. The term of this License shall be from the date hereof through December 31, 2030 (hereinafter sometimes referred to as “**Term**”), except that Licensee shall have the right to extend the License for six (6) months in the event of wet weather in its sole discretion as set forth in paragraph 5(1) below.

3. **Access and Coordination**. Licensor does also grant unto Licensee, its successors and assigns, the right to enter upon said Property at any and all times during the said Term with all equipment, vehicles, and machinery that may be necessary or convenient for the preservation, care, cutting, and removal of the Reserved Timber subject to the following conditions:

(a). Licensee may utilize the existing roads and roadways, over, and across the Property, being all necessary rights of ingress and egress.

(b) Licensee shall not construct new logging roads in areas of the Property that do not contain or lead to Reserved Timber or where timber harvesting activities will not take place as identified in Exhibit B.

(c) Other than to maintain access along existing roads and to access Reserved Timber, Licensee shall not enter, alter, or impact wetlands, streams, or intermittent streams and must comply with Florida Forest Service's "Silviculture Best Management Practices" Manual when harvesting timber located adjacent to wetlands, streams, and intermittent streams and improving existing roads to maintain access.

(d) Other than to maintain access along existing roads and to access Reserved Timber, Licensee shall not cause any County trees to be damaged or destroyed.

(e) Licensee may use its equipment, vehicles, and machinery to traverse between adjoining timber Stands that contain Licensee's Reserved Timber but shall not traverse areas of the Property that do not contain Licensee's Reserved Timber except as may be designated pursuant to paragraph 5(d) below.

(f) Licensee shall have and is hereby granted the right at any time during the term hereof and for sixty (60) days thereafter, to remove any and all machinery and equipment of Licensee.

4. Compliance with Applicable Laws and Regulations. Licensee shall comply with all applicable Federal, state, and local laws and regulations regards to its activities on the Property pursuant to the purpose and intent of this License and shall be solely responsible for obtaining any permits necessary for any of its activities on the Property. In addition, in cutting and removing said Reserved Timber, Licensee shall follow the Best Management Practices (BMP's) and acceptable logging practices, as specified by the Florida Department of Agriculture and Consumer Services, Florida Forest Service's "Silviculture Best Management Practices" Manual as amended. Licensee shall not be obligated to cut any Reserved Timber on the Property that it chooses to leave standing. All of Licensee's rights and interest in and to each Stand listed in Exhibit B, and all of its rights and interest in any trees that have not been removed from each Stand, regardless of whether severed from the land or not, shall automatically transfer to the Licensor upon the respective Termination Date listed in Exhibit B for each Stand, or the date as extended due to wet weather under paragraph 5(l) below.

5. Reserved Timber: Cutting and Removal. Licensee agrees to cut and remove the Reserved Timber in strict accordance with all conditions and requirements stated below:

(a) All the dead stump wood and lightered wood on the Property is excluded from this License.

(b) Licensee shall protect from damage all utility lines, ditches, cattle guards, culverts and fences located on the Property, if any, and if damaged, shall be repaired immediately by and at the expense of Licensee.

(c) Licensee shall at all times keep all roads free of brush, debris, logs, limbs, and tops resulting from Licensee's work under this License and shall repair and restore promptly to

its original condition, at Licensee's expense, any road used by Licensee in connection with this License which is damaged or injured beyond ordinary wear and tear by Licensee or its agents, employees or assigns.

(d) Annually but in no case less than sixty (60) days prior to the commencement of logging, Licensors and Licensee shall jointly designate the location of all loading ramps and access roads. Loading of log trucks is not permitted on paved or graded roads. Licensors and Licensee shall mutually agree on the location of skid trails.

(e) All of Licensee's operations on the Property may be suspended by Licensors after written notice has been served on Licensee, if the conditions and requirements contained in the License are not, in the reasonable opinion of the Licensors, met.

(f) Licensee shall be responsible for seeing that the logging area, particularly around loading ramps, shall be free from all litter such as oilcans, drums, paper, and other refuse. If such refuse is not disposed of during the process of logging operation, it will be the responsibility of Licensee to see that the area is cleaned up upon completion of logging.

(g) Licensee may not transfer or assign the rights under this License, to any party other than its subsidiaries, except that Licensee may assign or transfer the limited right to cut and remove the Reserved Timber to another party. Licensee may also enter into timber deeds and timber sale agreements regarding the Reserved Timber with another party. Licensee must notify Licensors if it conveys any such deed or enters into any such agreement with another party. In such an event, Licensors shall as a condition precedent to said party being authorized to enter the Property: (i) provide a copy of this License to that party, (ii) obtain a written agreement executed by a duly authorized representative of said party in which said party agrees to comply with all of the terms and conditions of this License, and (iii) provide a fully executed copy of said agreement to the County.

(h) During the Term, Licensors shall not have any obligation or duty to protect or preserve the Reserved Timber, although it may do so at its expense. Should any of the Reserved Timber be threatened by a disease during the Term, Licensors may require Licensee to cut and remove such diseased trees at Licensee's expense so long as the diseased tree are still green. Licensee shall remove such diseased trees within ninety (90) days after receiving written notice (by email or U.S. Certified Mail) from the Director of Alachua County's Office of Land Conservation and Management. During the Term, Licensors shall have possession of and full use of the Property, other than the Reserved Timber and the rights granted to Licensee under this License.

(i) Before Licensee cuts or removes Reserved Timber from any Stand, Licensee Property must give Licensors not less than 48 hours' notice that it is exercising its right to cut and remove the Reserved Timber from that Stand.

(j) License shall notify Licensors within thirty (30) calendar days after the Reserved Timber in a given Stand is cut and removed, at which time Licensee's rights to harvest trees and manage that area shall terminate, and Licensors shall then have the right to replant and manage such harvested area. In exercising Licensors's rights under this subparagraph, Licensors shall not damage any Reserved Timber, and shall exercise good forestry management and practices as identified in the Florida Forest Service's "Silviculture Best Management Practices" Manual as amended.

(k) In exercising Licensee's rights under this paragraph, Licensee shall not damage any wellhead, other improvements on the Property, or any trees either replanted by Licensors or not considered Reserved Timber. Licensee shall exercise good forestry management and practices as identified in the Florida Forest Service's "Silviculture Best Management Practices" Manual, as amended.

(l) Licensee may in its sole discretion extend the Termination Date listed in Exhibit "B" for each Stand for one period of up to six (6) months in the event that wet weather unreasonably interferes with Licensee's ability to harvest and remove trees within that Stand, provided that Licensee gives notice to Licensors in the event of a wet weather extension for any Stand's Termination Date at least 90 days prior to the Stand's Termination Date. The original version of this License shall be maintained by the Licensors' Office of Land Conservation & Management.

(m) The terms and conditions of this License shall be subject to and subordinate to the rights of any person or corporation holding an easement of record on the Property or that is subsequently established under statute or common law principles regarding non-recorded uses of the Property that include the period of time that the Property was owned by the Licensee or another Weyerhaeuser entity.

6. Hazardous Substances. Licensee shall:

(a) Use and store all hazardous and toxic substances, as those terms are defined by applicable statutes and regulations within the Stands prior to their respective Termination Dates on the Property in a safe and approved manner in accordance with all industrial standards and all applicable federal, state, and local laws, regulations, and requirements for such use and storage of the hazardous or toxic substance.

(b) Not dispose or discard any dangerous, hazardous, or regulated products or materials including, but not limited to, petroleum products, anti-freeze, oil filters, grease tubes, etc., on the Property, including within any Stand.

(c) Immediately notify the Licensors, and remediate and properly dispose of all leaks, spills, and overfills of any material or substance, including any contaminated soil, other than clean water, in accordance with all applicable federal, state and local laws, regulations and requirements.

(d) Report all oil sheen on waters and all spills immediately to the Parties as set forth in Section 8 of this License and shall advise such person of the location, type of spill, and the steps being taken to contain, control and remediate the spill.

(e) Licensee covenants and agrees that all Environmental Substances as defined in Paragraph 8 below, used handled or stored on the Property by Licensee shall be used, handled, or stored on the Property only in a safe and approved manner in accordance with all laws regulations, and requirements for such use, handling, and storage promulgated by any federal, state or local government agency or authority which are applicable to the Property. Licensee hereby agrees to indemnify, defend, save and hold Licensors harmless from all loss, costs (including reasonable

attorneys' fees whether suit be brought or not, and including appeals, if any), liability and damages whatsoever incurred by Licensor arising out of, or by reason of, any violation of any federal, state or local statute or regulation which is applicable to the Property for the protection of the environment which occurs upon the Property in connection with the cutting and removal of the Reserved Timber.

7. **THE COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PROPERTY FOR LICENSEE'S INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF RESERVED TIMBER OR STANDS, AND LICENSEE AGREES THAT IT HAS NOT RECEIVED OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE COUNTY. LICENSEE HEREBY ACKNOWLEDGES, AGREES, REPRESENTS AND WARRANTS THAT IT HAS INSPECTED THE PROPERTY AND ALL STANDS LISTED IN EXHIBIT B, AND IT HAS, IN ITS SOLE AND EXCLUSIVE DISCRETION, DETERMINED THAT THE PROPERTY AND STANDS ARE SUITABLE FOR LICENSEE'S INTENDED USES OF THE PROPERTY IN ITS "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS" CONDITION. FURTHERMORE, LICENSEE ACKNOWLEDGES THAT THE CUTTING AND REMOVAL OF TIMBER IS AN INHERENTLY DANGEROUS ACTIVITY, AND IT DESIRES TO CONDUCT SUCH ACTIVITIES ON THE PROPERTY WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED AND IT AGREES TO ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH ENTERING THE PROPERTY AND PERFORMING SUCH ACTIVITIES THEREON, INCLUDING BUT NOT LIMITED TO THE RISK OF INJURY OR DEATH, AND PROPERTY LOSS OR DAMAGE.**

8. Indemnification. Licensee hereby agrees to assume all risk of injury (including death), damage or loss, and to defend, indemnify, and to save and hold harmless Licensor, its Board of County Commissioners, Constitutional Officers, employees, volunteers, representatives, attorneys, agents and assigns (hereinafter collectively referred to as the "Indemnified Party") from and against any and all claims, demands, actions, or causes of action of any and every description, and from and against all losses, damage, liability, fines, penalties, damages or costs, resulting from any accident, incident or occurrence arising out of, or in any way resulting from or in connection with the execution, performance, or exercise of any right, privilege, or uses allowed or granted in this License and from Licensee's entry onto or use of the Property, including but not limited to Licensee's release, as defined in CERCLA section 101(22), of hazardous substances as defined in CERCLA section 101(14), pollutants or contaminants as defined in CERCLA 101(33), or petroleum or petroleum products excluded from the definition of "hazardous substances" as defined in CERCLA section 101(14), or any other act or omission of Licensee violates applicable federal, state or local laws, ordinances, codes, rules, orders or regulations relating to hazardous substances, pollution, contaminants, petroleum, petroleum products (collectively the "Environmental Substances"), or to threatened or endangered species, excepting only to the extent such injury or harm was caused directly or indirectly by the negligence or willful misconduct of Licensor or its

employees. This indemnification provision shall survive for six months after the expiration or termination of this License. Nothing contained herein constitutes a waiver by the Licensor of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

9. Insurance.

a. As a condition precedent to being granted any access to the Property under this License, the Licensee, at its sole and exclusive cost, will procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the Licensee's operations and use of the licensed Property throughout the entire term of this License of the types and in the minimum amounts detailed in "**Exhibit C**" Insurance requirements.

b. Licensee shall provide a Certificate of Insurance (COI) to the County at least 15 calendar days prior to entering the Property. The Licensee agrees to provide the County with written notice of cancellation, modification or material changes to the policy immediately. The Certificate of Insurance must indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a "claims made" form, the certificate will show a retroactive date, which should be the same date as Effective Date of this Licensee.

c. Failure of the Licensee to provide the County with the COI shall be grounds for the County to suspend this License Agreement. until the COI is provided.

10. Fire Prevention. The Parties shall exercise all reasonable precautions in relation to fire protection and shall cooperate one with the other in preventing, suppressing, and extinguishing fires on or threatening the Property and adjoining property of the Parties.

11. Notice. Should either Party desire to give notice to the other, then such notice shall be by certified or registered mail, postage prepaid, or by email addressed to the Parties as follows:

Licensor:

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

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

Licensee: Weyerhaeuser NR Company
13005 SW 1st Road, Suite 241
Newberry, Florida 32669
Attn: Greg Galpin
Senior Real Estate Development Project Manager
Email: greg.galpin@weyerhaeuser.com

12. Assignment In the event of any assignment by Licensee to any entity other than Weyerhaeuser entities, Licensee shall provide sixty (60) days' notice to the Alachua County Board of County Commissioners. This License shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

13. Severance Taxes. Licensee shall pay for any and all taxes resulting from Licensee's activities under this License, including but not limited to documentary stamps, surtax, or severance tax required to be paid as a result of Licensee cutting or removing timber from the Property pursuant to this License.

14. Contractors, Subcontractors, Agents and Invitees of Licensee. For purposes of this License, the term Licensee shall include Licensee's employees, agents, contractors, and invitees.

15. Integrated Agreement; Modification. This License constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this License and supersedes all prior negotiations and representations. This License may not be modified except in writing signed by the Parties. The Parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this License.

16. Interpretation. Each Party acknowledges that it and its legal counsel have had the opportunity to review this License. The Parties agree that the terms and conditions of this License shall not be construed against any Party on the basis of such Party's drafting, in whole or in part, of such terms and conditions.

17. Waiver. Failure of either Party to insist upon the strict performance of any of the terms and conditions of this License, or failure to exercise any rights or remedies provided in this License or by law, or to notify the other Party in the event of breach, shall not release the other Party of any of its obligations under this License, nor shall any purported oral modification or rescission of this License by either Party operate as a waiver of any of the terms hereof. No waiver by either Party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this License shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

18. Severability. If any provision of this License is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this License, and to this end the provisions of this License are declared to be severable. If any such invalidity becomes known or apparent to the Parties, the Parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this License.

19. Governing Law & Venue. The validity, construction, and performance of this License shall be governed by and construed in accordance with the laws of the state in which the Property is located, without regard to its conflict of laws rules. The Parties agree that sole and exclusive venue for any action arising out of this License shall be in Alachua County, Florida.

20. Waiver of Right to Trial by Jury. Each Party waives its rights to demand trial by jury.

21. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this License at different times and places by the Parties shall not affect its validity so long as all the Parties execute a counterpart of this License.

[SEE ATTACHED SIGNATURE PAGES]

IN WITNESS WHEREOF, Licensor has executed this License as of the day and year first specified above.

LICENSOR:

ALACHA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

By: _____
Robert Hutchinson
Chair, Alachua County Board of County Commissioners

ATTEST:

By: _____
Alachua County Attorney's Office

J.K. "Jess" Irby, Esq., Clerk

IN WITNESS WHEREOF, Licensee has executed this License as of the day and year first specified above.

LICENSEE:

WEYERHAEUSER COMPANY, a
Washington corporation

By: Dan M. Meyers

Print Name: Dan M. Meyers
As its: Vice President

WEYERHAEUSER NR COMPANY, a
Washington corporation

By: Dan M. Meyers

Print Name: Dan M. Meyers
As its: Vice President

**IF LICENSOR OR LICENSEE IS NOT A NATURAL PERSON, PLEASE PROVIDE A
CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE
RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON
BEHALF OF YOUR ORGANIZATION**

EXHIBIT "A" **LEGAL DESCRIPTION**

Legal Description to be provided upon completion of
 Survey.

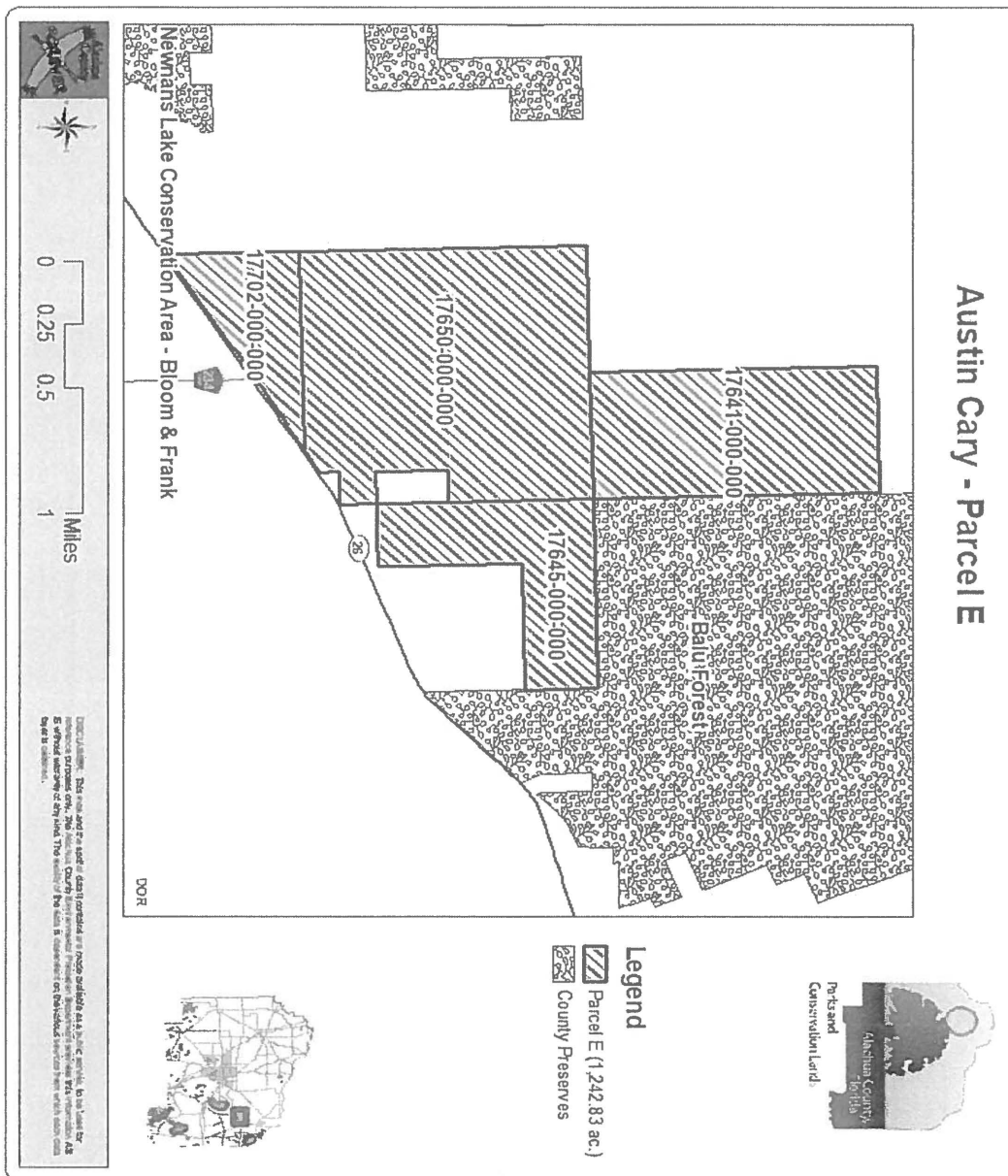


EXHIBIT "B" **"Weyerhaeuser Reserved Timber and Harvesting Schedule"**

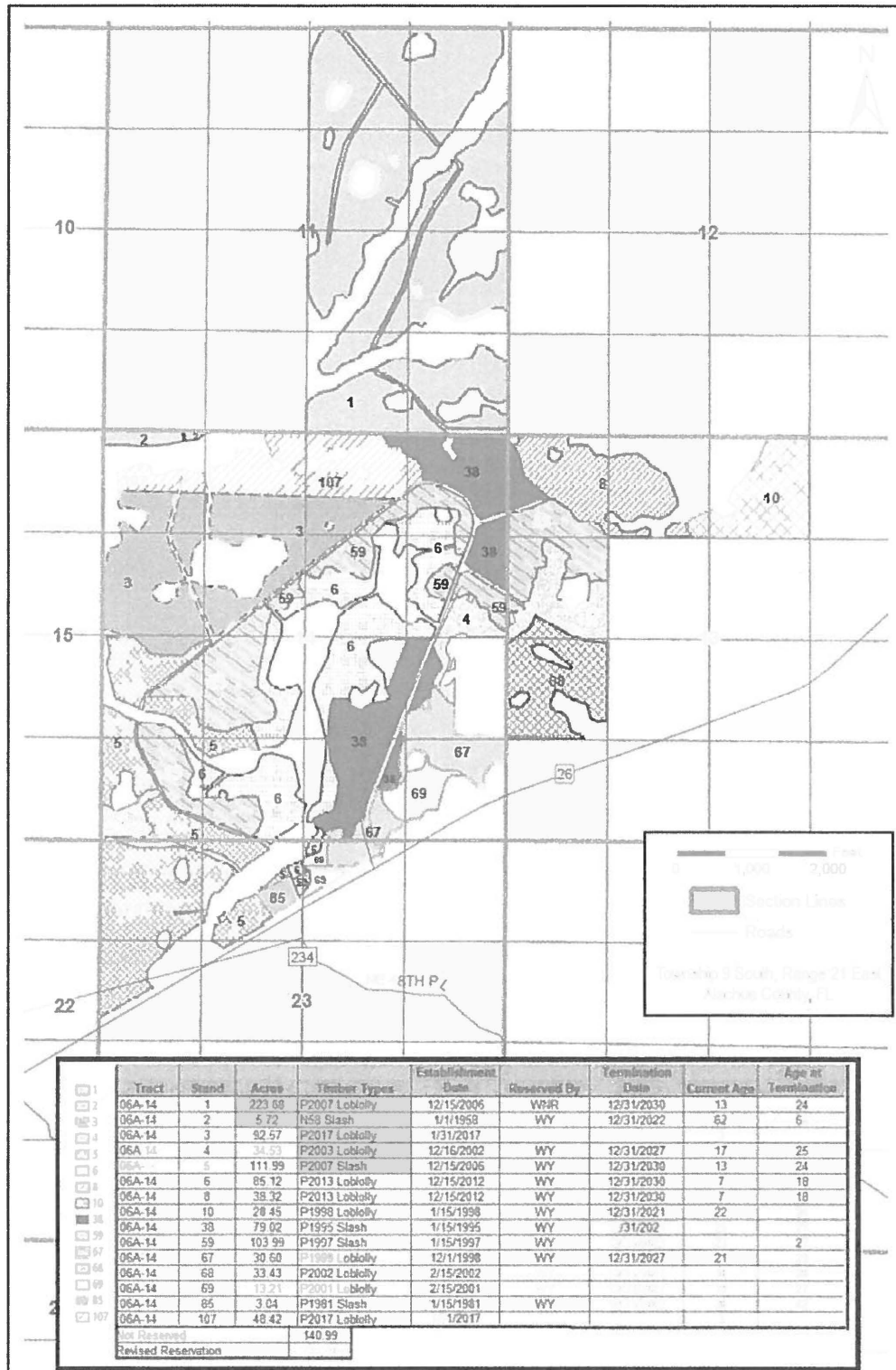


EXHIBIT "C" "Alachua County TYPE "A" Insurance Requirements

The Licensee shall procure and maintain for the duration of this License insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER:
MAIL, EMAIL or FAX CERTIFICATES

Alachua County Board of County Commissioners