

## **REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into by and between **WEYERHAEUSER FOREST HOLDINGS, INC.**, a Delaware corporation, whose address is 220 Occidental Avenue South, Seattle, Washington 98104 ("**WFHI**") and **WEYERHAEUSER NR COMPANY**, a Washington corporation, whose address is 220 Occidental Avenue South, Seattle, Washington 98104 ("**WNR**"), 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 whose address is 14 NE 1<sup>st</sup> Street, Gainesville, FL 32601 ("**Alachua County**") and **ALACHUA CONSERVATION TRUST, INCORPORATED**, a Florida Not For Profit Corporation, whose address is 7204 SE County Road 234, Gainesville, FL 32641 ("**ACT**"), each referred to as a "**Buying Entity**" and collectively as "**Buyer**". As used herein, the "**Effective Date**" of this Agreement shall mean the last date of signature by either Seller or Buyer, as indicated beneath their signatures below. Buyer and Seller are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

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 133.99 acres, more or less, located in Alachua County, Florida, and being more particularly described and/or depicted on Exhibit A-1 attached hereto ("**Alachua Property**"), and 83.26 acres, more or less, located in Putnam County, Florida and being more particularly described and/or depicted on Exhibit A-2 attached hereto ("**Putnam Property**" and collectively with the Alachua Property, the "**Property**"), which is to be legally described in accordance with Section 2(c) below.

### 2. **Purchase Price and Payment; Survey**

(a) The total purchase price for the Property ("**Purchase Price**") shall be the result of multiplying \$5,000 by the number of acres or fraction thereof for that portion of the Net Property Acreage (as defined below) lying in Alachua County ("**Alachua Property Purchase Price**") and \$7,200 by the number of acres or fraction thereof for that portion of the Net Property Acreage lying in Putnam County ("**Putnam Property Purchase Price**" and collectively with the Alachua Property Purchase Price, "**Purchase Price**"), all as determined by the Survey (as defined below). For the Purchase Price calculations, the gross Property acreage will be reduced by any acreage shown on the Survey lying under or within (i) public rights of way; (ii) railroad rights of way; (iii) cemeteries; or (iv) encroachments of fencing, buildings, improvements, or similar structures upon the Property located on adjoining lands (collectively, "**Encroachment**") (the gross Property acreage less items (i), (ii), (iii) and (iv) referred to herein as "**Net Property Acreage**"); PROVIDED THAT, Seller will not warrant title to lands included in the legal description on Seller's vesting deed for portions of the Property lying under or within any Encroachment. For such encroached upon lands, Seller will convey to Buyer in fee simple only. Notwithstanding anything to the contrary in this Agreement or otherwise, if the Encroachment acreage exceeds three (3) acres ("**Allowable Encroachment Acreage**"), then the Allowable Encroachment Acreage will be factored in the Net Property Acreage calculation, and the Encroachment acreage



exceeding the Allowable Encroachment Acreage ("**Excess Encroachment**") will be considered and treated as a Title Objection pursuant to Section 7 below.

Alachua County is the sole Buying Entity responsible for purchasing and receiving title to the Alachua Property and paying the Alachua Property Purchase Price. ACT is the sole Buying Entity responsible for purchasing and receiving title to the Putnam Property and paying the Putnam Property Purchase Price. Notwithstanding anything in this Agreement or otherwise, in no event will Alachua County be required to purchase or receive title to the Putnam Property or pay any portion of the Putnam Property Purchase Price, and in no event will ACT be required to purchase or receive title to the Alachua Property or pay any portion of the Alachua Property Purchase Price; HOWEVER, as provided herein, ACT in its discretion may purchase both the Alachua Property and the Putnam Property and pay the entire Purchase Price. Seller's performance at the Closing is contingent on the sale and conveyance of the entire Property and the payment of the entire Purchase Price to Seller.

(b) Buyer will pay within ten (10) business days of the Effective Date the sum of \$10,000 as earnest money ("**Earnest Money**") to be held and applied as partial payment of the Purchase Price at the Closing. For purposes of this Agreement, the portion of the Earnest Money paid by, and the amount credited at Closing to, Alachua County is \$6,700; the portion paid by, and the amount to be credited at Closing to, ACT is \$3,300. Following a termination by Buyer pursuant to the terms of this Agreement, the Earnest Money will be returned immediately to each Buying Entity in proportion to the foregoing allocation. At or before the Closing, Alachua County will pay the balance of the Alachua Property Purchase Price, and ACT will pay the balance of the Putnam County Purchase Price, to the herein defined Closing Agent in immediately available funds via electronic funds (wire) transfer. Unless otherwise provided for by the Parties, the Earnest Money shall be deposited with the Closing Agent (as defined in Section 5), who will hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

(c) Prior to Closing, Buyer will obtain at its expense an accurate boundary survey of the Property, which boundary survey must meet the following requirements ("**Survey**"):

- i. the Survey must be prepared by a licensed surveyor, registered in the State in which the Property is located, who is reasonably acceptable to Seller;
- ii. the Survey must be signed and sealed by the surveyor
- iii. the Survey must show on the face thereof the GPS coordinates for the Point of Beginning;
- iv. the Survey must certify to and show on the face thereof the total number of acres contained within the boundaries of the Property;
- v. 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 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 75 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;

vi. the surveyor will prepare a metes and bounds legal description each for the Alachua Property and the Putnam Property, and the Survey will show the Alachua Property and the Putnam Property on separate map sheets; and

vii. be reasonably approved by the Parties in accordance with the following paragraph.

As soon as possible upon completion of the Survey, but no later than two weeks prior to Closing, Buyer shall provide Seller with the proposed legal descriptions of the Alachua Property and the Putnam Property 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 in a defined coordinate system such as State Plane NAD83 or other ESRI format (shape file, feature class, etc.). Seller shall have the right to review and approve of, make reasonable objections to, or comment on the proposed Survey and legal descriptions before Closing, including without limitation, requesting the removal of any Encroachments that have been cured after providing reasonable evidence of the same. If Seller makes such objections to or comments on the proposed Survey or legal descriptions, the Parties shall work together in good faith to resolve the same in a timely manner. Upon approval of the Survey by the Parties, the legal descriptions to be used in the Deeds shall be based on the agreed upon Survey and the computation of the gross acreage and Net Property Acreage totals contained within the Property shall be in accordance with said Survey.

3. **Disclaimer & Waiver** The sale of the Property hereunder shall be subject to the disclaimers, waivers and releases set forth in this Section 3, all of which shall survive Closing or any earlier termination of this Agreement, as follows:

(a) Any documents, cruises, compilations, timber inventories, surveys, plans, specifications, reports and studies made available to Buyer by Seller, its affiliates, Seller's Broker, or any of their employees, agents or representatives (collectively, "**Seller Parties**"), and any answers to questions or other information about the Property given by any of the Seller Parties to Buyer or its agents and representatives (whether oral or in writing), are provided as information only. Seller has not made, does not make, and has not authorized anyone else to make any representation or warranty as to: (i) the existence or non-existence of access to or from the Property or any portion thereof; (ii) the number of acres in the Property; (iii) the volume, type, condition or quality of timber on the Property or logging conditions or feasibility; (iv) the location of the Property or any portion thereof within any floodplain, flood prone area, watershed or the designation of any portion of the Property as "wetlands"; (v) the volume, condition or quality of minerals on the Property; (vi) the availability of railroad, water, sewer, electrical, gas or other utility services; (vii) the environmental conditions or requirements of the Property or any land near the Property; (viii) the presence or absence of wildlife including threatened or endangered species on or near the Property; (ix) the stability of soils; (x) the condition of any building structure or improvements on the Property; (xi) the suitability or fitness of the Property for any development, construction, or any other purpose; (xii) the current or projected income or expenses of the Property; (xiii) the transferability of any current forestland or other special tax designation; (xiv)



the accuracy, sufficiency, or completeness of any documents, reports, studies, or other information (whether written or oral) provided by any Seller Party; or (xv) any other matters related to the Property. 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 PROPERTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY RELATING TO THE CONDITION OF THE 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 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 Property or any matters pertaining to the Property; and (ii) in entering into this Agreement, Buyer is not relying on any such representations or warranties.

(c) Buyer has been advised by Seller to examine and inspect the Property and become familiar with the title, condition, status and suitability of all aspects of the Property. Unless Buyer terminates this Agreement by reason of any right to do so under this Agreement, Buyer is willing to, and Buyer shall purchase the Property, and Seller shall sell the Property, in "AS IS, WHERE IS, with all faults" condition at the Closing.

(d) Except for fraudulent or other misrepresentations knowingly made, to the extent the law allows, Buyer, for itself and its successors and assigns, hereby waives and releases all Seller Parties from any and all contractual, statutory, common law, and/or other liabilities, obligations, claims or causes of action, known or unknown, that Buyer or its successors and assigns may be entitled to assert against the Seller Parties arising in whole or in part out of, or relating or connected in any way to, the condition of the 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 Property.

#### **4. Buyer's Inspection Period; Indemnification**

(a) Buyer and Buyer's agents and representatives shall have the right, from the Effective Date until Closing, to go on the Property at reasonable times to make any reports, inspections and feasibility studies that Buyer wishes concerning the Property; provided that Buyer shall not conduct any invasive testing (including without limitation, any so-called Phase II Environmental Site Assessment) on the Property without Seller's prior written consent. All access to the Property hereunder shall be coordinated with Seller in advance and all such access made shall be at the sole risk of the entering party. All feasibility activities conducted hereunder shall be made at Buyer's sole cost and in full compliance with all federal, state, and local laws. Buyer hereby covenants and agrees to indemnify, defend, and hold Seller harmless from and against any



and all losses, costs, and damages, demands, actions, causes of action and suits caused by or arising out of the exercise of the rights under this Section by Buyer or its agents or representatives, or the failure of Buyer or its agents or representatives to adhere to the requirements in this Section, or any permitting or related activities of Buyer or its agents or representatives concerning the Property, except to the extent caused by Seller's intentional misconduct or gross negligence. As to Alachua County, if the same is a Florida government entity, the indemnification under this Section (i) 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; (ii) shall not be construed as a waiver of Alachua County's sovereign immunity; (iii) shall be interpreted as limited to only such traditional liabilities for which Alachua County could be liable under the common law interpreting the limited waiver of sovereign immunity; (iv) is limited in value to the limitations of Section 768.28, Florida Statutes; and (v) shall be construed to limit recovery by the indemnified party against Alachua County to only those losses, costs, and damages (excluding attorney's fees) caused by the negligence or intentional misconduct of Alachua County and its employees. 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.

(b) For a period of one hundred twenty (120) days following the Effective Date ("**Buyer's Inspection Period**"), either Buying Entity may elect to not purchase the Property based on the results of its inspections or for any other reason. If a Buying Entity notifies Seller in writing of its election to not purchase the Property prior to expiration of Buyer's Inspection Period, then this Agreement shall terminate, Closing Agent shall refund the Earnest Money to Buyer, and, except as expressly provided to the contrary in this Agreement, Seller and Buyer shall have no further rights, duties, obligations or liabilities under this Agreement. In the event of such termination, if Seller requests, Buyer shall promptly furnish Seller with copies of all reports, studies, surveys, title work, and other materials relating to the Property prepared by or for Buyer, which obligation shall survive termination. Notwithstanding anything to the contrary in this Agreement or otherwise, if Alachua County is the Buying Entity electing to terminate this Agreement, then within ten (10) days following the date of Alachua County's notice to terminate, ACT may deliver notice to Seller of its election to purchase both the Alachua Property and the Putnam Property and pay the entire Purchase Price; IN WHICH EVENT, this Agreement automatically shall continue in full force and effect to Closing with ACT acting as the sole Buyer or Buying Entity of the Property, and Alachua County automatically will be released from all of the terms, covenants, and conditions under this Agreement and from all liability for any performance due under this Agreement; EXCEPT for the liabilities contained in Sections 4, 8, 13, and 39 (unless the same are expressly assumed by ACT).

(c) Omitted.

(d) In the event that neither Buying Entity gives notice to Seller in accordance with the provisions above of Buyer's election to terminate this Agreement, then Buyer shall be deemed to have waived such right and this Agreement shall continue in full force and effect.

**5. Closing** The consummation of the purchase and sale transaction contemplated herein ("**Closing**") shall take place at the office of Salter Feiber, P.A. located at 3940 NW 16<sup>th</sup>



Blvd, Bldg. B, Gainesville, FL 32605 ("**Closing Agent**") a mutually agreeable location at or before one hundred fifty (150) days from the Effective Date ("**Closing Date**"). The wire transfer for Seller's net proceeds of the Purchase Price must be initiated by noon (local time) on the Closing Date, and the Deeds may not be recorded nor may Buyer take possession of the Property until such wire transfer has been initiated. Seller reserves one (1) option to extend the Closing Date for up to ninety (90) days; PROVIDED that Seller provides Buyer notice of such extension not less than ten (10) days prior to the Closing Date.

**6. Deeds of Conveyance** Seller shall prepare the deeds of conveyance for the Property in the form attached hereto as Exhibit D with any deviation from such form to be reasonably approved by Buyer. At Closing, Seller shall deliver a Special Warranty Deed conveying to (a) Alachua County, title to the Alachua Property ("**Alachua Deed**"); and (b) ACT, title to the Putnam Property ("**Putnam Deed**" and collectively with the Alachua Deed, "**Deeds**"). The Deeds (i) shall contain the disclaimer and release provisions contained in Section 3; (ii) will warrant title against the claims of all persons claiming by, through or under Seller, but against none other; and (iii) will be delivered subject to the title matters defined below which exist at the time of Seller's delivery of the Deeds and the Permitted Exceptions (as defined below); PROVIDED that, notwithstanding anything in this Section 6 or otherwise in this Agreement, pursuant to Buyer's title search of the Property (as defined in Section 7 below) and Buyer's Survey of the Property (as defined in Section 2 above), the Buyer may object to and include any title or Survey matters described in subsections (f) through (l) below in a Title Objection Notice (as defined in Section 7 below), whereupon each of said title or Survey matters will be treated as a Title Objection (as set out in Section 7 below):

(a) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the Closing;

(b) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;

(c) any rights of the United States of America, the State in which the 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 Property, including, without limitation, riparian rights and navigational servitudes;

(d) title to that portion of the 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;

(e) any claim or dispute caused by or arising from the indefinite location of any creek, river, stream, slough, or other body of water within or around the Property, or any shifts or changes in the course of any of the same (whether before or after the date hereof), or any changes in the boundaries of the Property resulting from accretion or avulsion;

(f) all easements, rights-of-way, licenses and other encumbrances or matters of record affecting the Property;

(g) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;

(h) 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 Property, including any survey prepared in connection with this transaction;

(i) all mining claims and all prior reservations or conveyances of mineral rights or mineral leases of every kind and character;

(j) all Indian tribal codes and regulations and all Indian treaty and aboriginal rights and claims, including without limitation, easements or equitable servitudes;

(k) any loss or claim due to lack of access to any portion of the Property; and

(l) and any loss or claim due to any indefiniteness or uncertainty in the legal description of the Property.

7. **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, concerning the Property. Each Buying Entity shall have until the expiration of the Buyer's Inspection Period in which to perform a title search and a Survey of each Buying Entity's respective Property and furnish Seller with a written statement of any objections revealed by the title search or the Survey (including without limitation, Excess Encroachment as per Section 2 above) (collectively, "**Title Objection**") (Buyer's timely notice of Title Objection to Seller being referred to as "**Title Objection Notice**"). Buyer's Title Objection Notice may not include the matters set forth in Sections 6(a)-(e) above. Buyer is deemed to accept any title or Survey matters not objected to in a Title Objection Notice (such accepted title or Survey matters collectively referred to herein as the "**Permitted Exceptions**"). Seller will respond to Buyer's Title Objection Notice within twenty (20) days after expiration of Buyer's Inspection Period by giving written notice to Buyer outlining the Title Objections Seller agrees to cure and the Title Objections Seller does not agree to cure; HOWEVER, Seller's failure to give any such response notice within said 20 day response period will be deemed notice of Seller's decision not to cure any Title Objection made by Buyer. Within twenty (20) days following expiration of Seller's Title Objection response period, Buyer may elect to: (a) terminate this Agreement, whereupon any Earnest Money paid shall be refunded to Buyer and, except as expressly provided to the contrary in this Agreement, Seller and Buyer shall have no further rights, duties, obligations or liabilities under this Agreement; or (b) waive such Title Objection(s) in writing (whereupon such Title Objection(s) shall be deemed Permitted Exceptions) and proceed to the Closing without a reduction in the Purchase Price. If Buyer makes no such election by the Closing Date, Buyer shall be deemed to have chosen option (a) above (termination of Agreement). For this Section 7, both the Buyer Title Objection Notice and the Buyer elections in (a) and (b) above may be determined and made by the County Manager without further approval by the Board of County Commissioners (as to Alachua County) and the Executive Director without further approval by the Board of Directors (as to ACT).

8. **Tax Designation** Buyer acknowledges that the Property may have a current designation as forestland or other special tax classification based upon its current use ("**Tax Designation**"). Buyer agrees to purchase the Property subject to the provisions, conditions, and restrictions of the Tax Designation and (i) continue the Tax Designation of the Property, and (ii) take any further actions and prepare any additional plans and reports at Buyer's expense, as may be required to continue the Tax Designation to Buyer on or after Closing. If Buyer decides to



remove, or fails to continue, the Tax Designation of the Property, any resulting tax, rollback tax, compensating tax, interest or penalty associated with the withdrawal, or failure to continue, the Tax Designation of the Property (collectively, "**Removal Fees**") shall be Buyer's sole responsibility and expense. Buyer shall indemnify Seller from and against any and all such Removal Fees. Buyer acknowledges that the covenant contained in this paragraph shall survive the Closing and not be merged in the Deeds. As used in this Section 8, the term "Buyer" excludes Alachua County, a Florida government entity, in the event Alachua County is a Buying Entity.

**9. Prorations, Closing Expenses & Property Taxes** All real estate ad valorem taxes for the calendar year of Closing shall be prorated as of the Closing Date and paid or credited at the Closing. Seller shall pay for the state documentary stamp tax pursuant to FS 201.01 and any other state, county, and local property transfer taxes due for the conveyance of the Property and costs and fees for Seller's actions undertaken to cure title objections. Each Party will pay its own respective attorney's fees. Buyer shall pay escrow fees and closing costs, as well as all recording costs for the Deeds. Except as may be agreed between the Buying Entities, all Buyer fees and costs due under this Agreement will be allocated between each Buying Entity generally as follows, Alachua County paying 67% of such fee or cost, and ACT paying the remaining 33% of such fee or cost. The party responsible for payment of property taxes agrees to pay the current year's tax bill in full on or before the due date. 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.

**10. Closing Instruments**

(a) Seller shall deliver to escrow for Closing the following on or before the Closing Date:

- (i) Seller's standard Deeds in accordance with Section 6 above;
- (ii) Seller's standard owner's affidavit in a reasonable form sufficient to delete the standard title insurance exceptions from the Owner's Policy;
- (iii) Seller's certification of non-foreign status, in satisfaction of applicable laws, rules, and regulations;
- (iv) A certificate of incumbency and authority and other evidence reasonably required by the title company to evidence Seller's authority to execute and deliver the closing documents, provided that Seller shall not be required to provide an authorizing resolution; and

(v) A signed settlement statement.

(b) Buyer shall deliver to escrow for Closing the following on or before the Closing Date:

- (i) The balance of the Purchase Price and any other amounts due under this Agreement;
- (ii) Any other such documentation as may be required under this Agreement; and



- (iii) Such other documentation as may be reasonably required to close the transaction, including, without limitation, a signed settlement statement, any required transfer tax form, and escrow instructions.

**11. Hunting/Recreational Rights** Seller will undertake all necessary acts to ensure all hunting leases, recreational leases, and/or recreational permits (if any) covering the Property are terminated with respect to the Property effective as of the Closing Date.

**12. Casualty Loss** In the event of a material loss or damage to the Property, which occurs prior to Closing, or if any material portion of the Property has been taken by condemnation or eminent domain proceedings (or deed in lieu thereof), Buyer may, at its option, elect to (a) terminate this Agreement and receive a return of the Earnest Money, if Buyer notifies Seller in writing of its election within fifteen (15) days from the date Buyer receives notice of the casualty or condemnation; or (b) Buyer shall consummate the transaction and receive an assignment of all proceeds of insurance or condemnation awards attributable to such damage or taking, less reimbursement to Seller of the reasonable costs it incurred in procuring such proceeds or awards. At Closing, Buyer assumes all hazards of damage to or destruction of the Property or improvements hereafter placed thereon, and of the taking of the Property or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. For purposes of this paragraph, "material" shall mean a diminution in value of the Property in excess of 10% of the Purchase Price.

**13. Real Estate Commission** Other than AFM Real Estate representing Seller (Seller's Broker") Buyer and Seller each represent and warrant to the other that there are no other brokers, agents or finders, licensed or otherwise, that have been engaged by either Buyer or Seller, in connection with the transaction contemplated by this Agreement. In the event of any such claim for broker's, agent's or finder's fee or commission in connection with the negotiation, execution or consummation of this transaction, the party upon whose alleged statement, representation or agreement such claim or liability arises shall indemnify, hold harmless and defend the other party from and against such claim and liability, including without limitation, reasonable attorney's fees and court costs. Buyer and Seller acknowledge that the representations and warranties contained in this paragraph shall survive any early termination of this Agreement and the Closing and shall not be merged in the Deeds. Seller will pay Seller's Broker pursuant to a separate agreement.

**14. Default** If, for any reason whatsoever, Seller shall be unable to deliver title in accordance with this Agreement or Seller otherwise defaults hereunder, Buyer may elect to either: (a) terminate the Agreement upon notice given to Seller, whereupon the Earnest Money shall be returned to Buyer, Seller shall pay Buyer's actual out-of-pocket expenses associated with this transaction up to \$25,000 ("**Seller Liability Amount**"), and neither party shall have any further rights or obligations under this Agreement, except those that expressly survive termination, or (b) waive such default and proceed to Closing (which Buyer shall be deemed to have done if it proceeds to close without making an election). In all cases, Seller's liability shall be limited to the return of the Earnest Money and payment up to the Seller Liability Amount as set forth above. In the event of default by Buyer, Seller may elect to terminate this Agreement upon notice given to



Buyer, in which case Buyer agrees that Seller shall retain the Earnest Money as liquidated damages as Seller's sole remedy; provided that the foregoing shall not limit Seller's remedies regarding any indemnity or other obligations of Buyer that by their terms expressly survive termination. Seller and Buyer 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. Further, if Seller elects to terminate hereunder, then upon any request made by Seller, Buyer shall furnish Seller with copies of all reports, studies, surveys, title work, and other materials relating to the Property prepared by or for Buyer (which obligation shall survive). In no event shall any Party be liable to other party for any consequential, incidental, indirect or special damages arising out of this Agreement 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. Notwithstanding anything to the contrary herein, in the event of a termination by Seller due to the default by one Buying Entity, only the defaulting Buying Entity's portion of the Earnest Money will be retained by Seller, and the non-defaulting Buying Entity's portion of the Earnest Money will be returned to the non-defaulting Buying Entity.

**15. Exchange** Each party, at its election, may assign its rights and obligations under this Agreement in order to effectuate a like-kind exchange of property under Section 1031 of the Internal Revenue Code 1986 as amended, so long as notice of such exchange is given to the other party at least ten (10) business days before Closing. Each party agrees to reasonably assist and reasonably cooperate with other party in any such exchange at no additional cost, expense or liability to the party providing assistance. Subject to the foregoing, Buyer and Seller further agree to execute any and all documents as are reasonably necessary in connection with any such exchange.

**16. Notices** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given if (i) personally delivered, (ii) sent by overnight courier service, (iii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iv) dispatched by electronic mail (email) transmission (accompanied with reasonable evidence of receipt of transmission) to the parties' addresses set forth below. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed delivered when personally delivered; or, if sent by overnight courier, the next business day following deposit with such courier; or, if mailed, on the earlier of receipt or three (3) business days after deposit thereof in the U.S. mail; or if sent via email, the date upon which such email was transmitted, provided the sender of such email notice receives confirmation of receipt from the recipient via return email or another acceptable notice method. Notices shall be addressed as follows:

If to Seller:	Weyerhaeuser NR Company Attn: Tyler Pope 205 Perry Lane Rd Brunswick, GA31525-9799 Telephone: 912-289-5894 Email: Tyler.Pope@weyerhaeuser.com
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With a Copy to: Weyerhaeuser NR Company  
220 Occidental Avenue South  
Seattle, WA 98104  
Attn: Senior Legal Counsel

If to Buyer: Alachua County, Florida  
Attn: Andi Christman  
14 NE 1<sup>st</sup> Street  
Gainesville, FL 32601  
Email: [achristman@alachuacounty.us](mailto:achristman@alachuacounty.us)  
Phone: 352-264-6803

Alachua Conservation Trust, Incorporated  
Attn: Tom Kay  
7204 SE County Road 234  
Gainesville, FL 32641  
Email: [Act.tkay@gmail.com](mailto:Act.tkay@gmail.com)  
Phone: 352-373-1078

17. **Actions of Seller** Except as expressly set forth herein, Seller agrees and covenants with respect to the Property that upon and following the execution of this Agreement and until Closing of the purchase contemplated herein (or any earlier termination of this Agreement), Seller shall not, without the prior written consent of Buyer: cut any timber (other than hazardous trees); convey any timber rights; grant any easements, leases, licenses, rights-of-way, or servitudes; grant or convey any portion of the Property or any future or present interest therein; or in any way encumber the Property.

18. **Subdivision.** Omitted.

19. **Attorneys' Fees** If either party hereto is required to retain an attorney to enforce any provision of this Agreement, whether or not a legal proceeding is commenced, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether at trial, on appeal, in any bankruptcy proceeding, in an arbitration or without resort to suit.

20. **Invalidity** In the event any portion of this Agreement 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 Agreement are thereby defeated.

21. **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



AGREEMENT, ANY DOCUMENT OR AGREEMENT ENTERED INTO IN CONNECTION HERewith AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

22. **Legal Relationships** The parties to this Agreement execute the same solely as a Seller and 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 Agreement.

23. **Assignment; Successors** Each Buying Entity shall have the right to assign its rights to purchase that Buying Entity's property under this Agreement, in whole, provided that: (a) the Buying Entity shall give Seller written notice of the assignment at least fifteen (15) business days prior to Closing; and (b) the Buying Entity shall pay any additional escrow fees, Closing costs, or other expenses incurred as a result of any such assignment(s). The notice shall specify the name, address and phone number of the assignee and shall include a copy of the assignment. If a Buying Entity makes an assignment of this Agreement, said Buying Entity shall not be relieved of any obligations or liabilities hereunder. The rights and obligations of Seller and the said Buying Entity shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors-in-trust and assigns.

24. **Time of Performance** Time is of the essence of this Agreement and whenever a date or time is set forth in this Agreement, the same has been entered into and formed a part of the consideration for this Agreement. Any time period in this Agreement that ends on a Saturday, Sunday, or legal holiday at the federal or local level where the Property is located shall extend to the next business day. "Business day" shall mean any day that is not a Saturday, Sunday, or legal holiday at the federal or local level above. No party shall be liable hereunder for any failure or delay due to acts of God, terrorism, wars, labor disputes, government shutdowns, or any similar factor beyond the reasonable control of such party, for the duration of such delay. The foregoing shall not apply to any inability to pay any sum.

25. **Possession** Subject to the Permitted Exceptions, sole and exclusive possession of the Property shall be granted to Buyer at the Closing.

26. **Cooperation** Each of the parties shall perform all such other reasonable acts and things and execute such other and further reasonable documents as may be necessary to carry out the intent and purposes of this Agreement; provided, however, that the foregoing shall not obligate either party to expend additional sums or to incur additional liabilities.

27. **Section Headings** The word or words appearing at the commencement of sections and subsections of this Agreement are included only as a guide to the contents thereof and are not



to be considered as controlling, enlarging or restricting the language or meaning of those sections or subsections.

28. **Interpretation** Both parties have reviewed this Agreement 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; Electronic Signatures** This Agreement 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 Agreement. 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, the parties agree that this Agreement may be executed electronically and that electronic (email) counterparts of this Agreement shall be deemed for all purposes as an original. The parties agree to deliver counterparts of this Agreement containing original signatures if requested as soon as possible.

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

31. **No Survival** Unless expressly stated otherwise in this Agreement, or unless the context of any particular situation clearly dictates otherwise, all terms and conditions of this Agreement shall be deemed merged into the Deeds and shall not survive Closing.

32. **Use of Name** Buyer acknowledges and agrees that the name "Weyerhaeuser" (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 advertisements; EXCEPT THAT, Buyer may use the name "Weyerhaeuser" in meetings of the Buying Entities pre-closing (whether public or private) discussing the purchase and in post-closing notices announcing the purchase.

33. **Complete Agreement** This Agreement contains the entire agreement of the parties with respect to the subject matters hereof and there are no representations, inducements or other provisions other than those expressed in writing herein.

34. **Amendment** This Agreement may not be modified or amended except by the written agreement of the parties.

35. **No Personal Liability** No officer, director, shareholder, manager, member, employee or partner of Buyer or Seller shall have any personal liability with respect to this Agreement whatsoever.



**36. Offer and Acceptance** This instrument shall be regarded as an offer by Buyer (“**Offer**”) which shall remain open for acceptance by Seller and subject to certain internal corporate reviews and approvals. Upon acceptance of this Offer by Seller, the resulting agreement shall be binding upon the parties.

**37. Governing Law** This Agreement shall be construed and enforced in accordance with the law of the State of Florida.

**38. Public Roads** Buyer acknowledges and accepts that roads which may exist leading to the Property may not be public roadways and therefore may not be maintained by a governmental authority and/or may not be open for use by the public or use by Buyer. Buyer shall be solely responsible for investigating access to the Property.

**39. OFAC; CFIUS** None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the “**USA Patriot Act**”). Buyer certifies that neither Buyer nor any person owning an interest in Buyer, is or will become a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control (“**OFAC**”) of the Department of Treasury (including those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action, nor has Buyer previously been indicted for or convicted of any USA Patriot Act offenses. Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification. This certification and agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

The Committee on Foreign Investment in the United States (“**CFIUS**”), organized under the U.S. Department of the Treasury, is an inter-agency body of the U.S. federal government that has the authority to review, in relevant part, foreign acquisitions of certain real estate to ascertain whether the transaction threatens to impair U.S. national security. Buyer represents and warrants to Seller that Buyer is not a “foreign person” as defined in 31 CFR § 802.221 and, thus, the Transaction is not subject to CFIUS jurisdiction. From and after Closing, Buyer shall indemnify Seller, including, its directors, officers, shareholders, members, employees, successors and assigns, as applicable (collectively, “**Seller’s Indemnified Persons**”), and hold Seller and such Seller’s Indemnified Persons harmless from and against any and all Losses incurred or suffered by a Seller and Seller’s Indemnified Persons resulting from or arising out of any breach or inaccuracy made by Buyer relating to the representation that Buyer is not a “foreign person” for the purposes of determining CFIUS jurisdiction, as provided in this Section.



**40. Covenant** Buyer acknowledges that the Property conveyed herein is or may be adjacent to or near Seller's or its affiliates' timberlands and may be subject to certain conditions resulting from Seller's or its affiliates' off-site commercial forestry operations and mineral operations on said adjacent or nearby lands. Such conditions experienced on the Property would arise from operations on Seller's adjacent lands, such as the management and harvesting of timber; disposal of slash (including, without limitation, slash burning and other controlled burning); reforestation; application of chemicals; road construction and maintenance; transportation of forest products; and other accepted and customary forest management activities and commercial exploitation of mineral resources, including all methods of developing, producing, extracting or removing mineral resources therefrom conducted in accordance with federal, state, and local laws. Said forest management activities and mineral operations ordinarily and necessarily produce noise, dust, smoke, appearance and other conditions which may conflict with Buyer's use of the Property. Buyer, its heirs, successors and assigns hereby waives all common law rights to object to (a) normal, customary, necessary, and non-negligent forest management activities and mineral operations legally conducted on Seller's or its affiliates' adjacent property or nearby property; and (b) the legal application of chemicals, including, without limitation, pesticides and herbicides, on Seller's or its affiliates' adjacent or nearby property; PROVIDED that, in Seller's exercise of said activities in (a) and (b), no toxic, hazardous, deleterious, injurious, or other harmful chemical, element, or condition gathers on or materially and adversely impacts the Property in violation of any applicable laws. It is intended and agreed this covenant shall be hereafter a part of the Deeds, and of the public record and forever remain a covenant with the Property now or hereafter adjacently acquired by Buyer, and any party acquiring an interest in said Property shall be bound by the terms of the covenant.

**41. Intentionally Omitted**

**42. Special Provisions** The parties acknowledge this Section contains special provisions for this transaction. If any inconsistency exists between the terms of this Section below and the general terms of this Agreement, the terms of this Section shall prevail to the extent of such inconsistency.

(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) **Flood Zone.** Buyer is advised to verify by survey, with its lender (if any), and with appropriate government agencies or departments which flood zone the 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 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 Property.

(d) Timber Reservation. Seller shall reserve in the Deed ownership of and rights to harvest and remove timber on a portion of the Property (the “**Reserved Timber**”), which is designated as Stands No. 57 and No. 92 in Alachua County and Stands No. 5 and No. 7 in Putnam County as depicted on Exhibits B-1 and B-2 attached hereto and made a part hereof. Seller and Buyer shall enter a mutually agreeable “**License to Cut Timber**” (attached as Exhibit C and made a part hereof). The following reservations shall appear in the Deeds:

GRANTOR RESERVES unto itself, its successors and assigns, ownership of, and rights to harvest or otherwise remove, all forest products including, without limitation, timber of all species and grades, standing or down, situated on those portions of the Alachua Property designated as Stand No. 57 and Stand No. 92; and on those portions of the Putnam Property designated as Stand No. 5 and Stand No. 7 on the attached Exhibit B (“**Reserved Timber**”) for a period of twelve (12) months from the date of the recording of the Deed, with one (1) option to extend the term no more than six (6) months in the event GRANTOR is unable to harvest due to inclement weather or other such condition, after which term all of said timber rights herein reserved by GRANTOR automatically and immediately will terminate, lapse, and become null and void, and the Property will forever be quieted and freed from any foregoing right, title, claim, or interest of GRANTOR.

GRANTOR FURTHER RESERVES all access rights to, from, and across the Property to facilitate exercise of its rights hereunder; provided that such access rights shall terminate concurrently with the termination of the above rights to the Reserved Timber. All harvesting operations will be conducted in conformance with all applicable state Best Management Practices. GRANTEE acknowledges that GRANTOR intends to harvest the Reserved Timber through the harvesting operations outlined above and that GRANTEE is not relying on any comments, remarks or discussions by GRANTOR as to the condition of the Real Property following completion of harvesting activities.

(e) Disclosure of Beneficial Interests. Pursuant to FS 286.23, Seller will provide Alachua County a completed written disclosure of beneficial interests no later than ten (10) days prior to the Closing materially in the form attached hereto as Exhibit E; provided that Seller may reasonably revise the form given Seller’s status as the affiliate of a publicly traded entity.

(f) Alachua County Forever Land Conservation Program. Within ten (10) days of the Effective Date, Seller will reasonably complete the Land Acquisition Project Nomination Form attached hereto as Exhibit F (“**Nomination Form**”) and provide the same to Buyer. The



Nomination Form is intended for internal Buyer use and is not intended to modify the terms of this Agreement. If anything in the Nomination Form in any way contradicts any portion of the remainder of this Agreement, the latter shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS, WHEREOF, each party has executed this Agreement as of the date set forth beneath their signature below.

**BUYER:**

**ALACHUA COUNTY, FLORIDA,**

a charter county and political subdivision of the State of Florida

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

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

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

Date of Execution: \_\_\_\_\_

APPROVED AS TO FORM:

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

**ALACHUA CONSERVATION TRUST, INCORPORATED**

a Florida Not for Profit Corporation

By: Tom Kay

Name: Tom Kay

Title: Executive Director

Date of Execution: 6-30-2025



IN WITNESS, WHEREOF, each party has executed this Agreement as of the date set forth beneath their signature below.

**SELLER:**

**WEYERHAEUSER FOREST HOLDINGS, INC.,**

a Delaware corporation

By:  Diane M. Meyers  
A79BD727F3914AB...

Name: Diane M. Meyers

Title: Vice President

Date of Execution: 6/27/2025

**WEYERHAEUSER NR COMPANY,**

a Washington corporation

By:  Scott Dahlquist  
0A2CEFE1634B42D...

Name: scott dahlquist

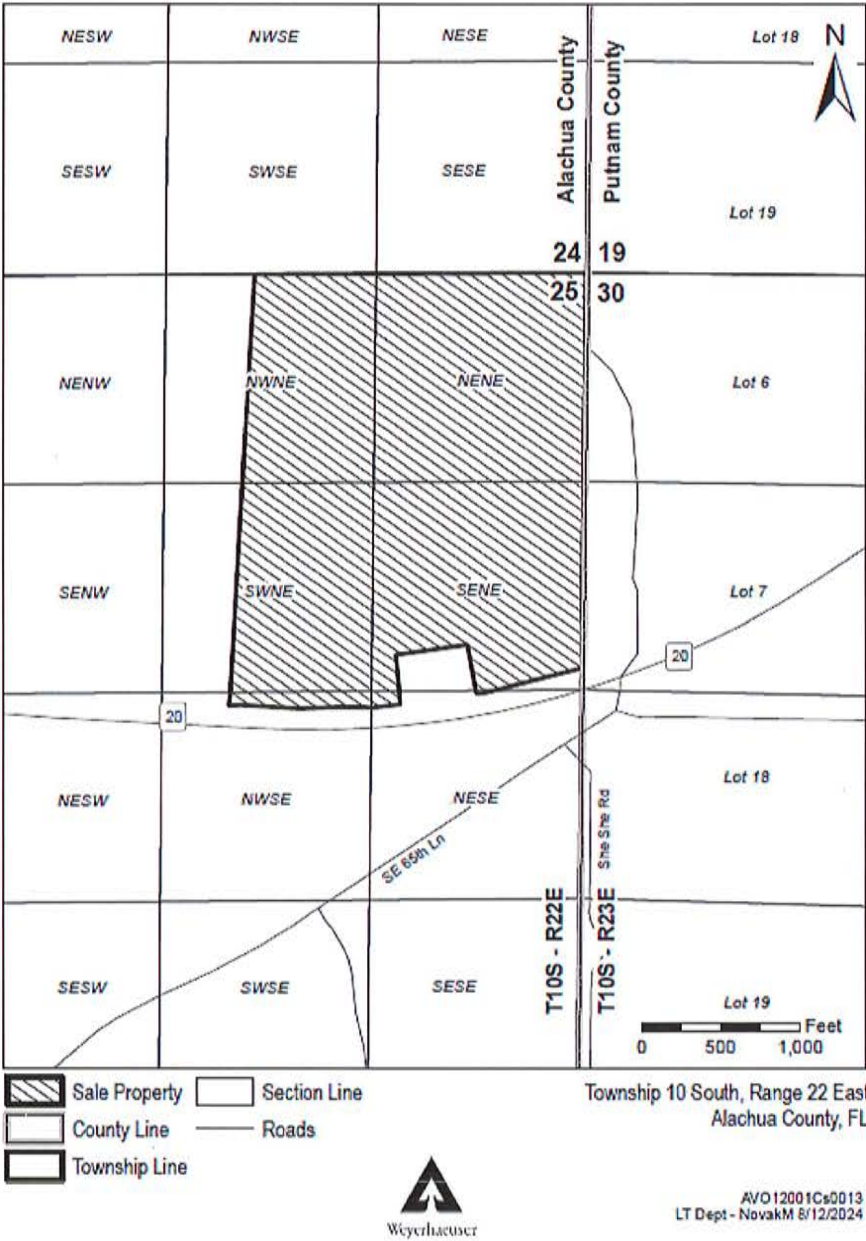
Title: Vice President

Date of Execution: 6/27/2025

Exhibit A-1  
Alachua County, Florida

Being that certain tract or parcel of real estate, together with the improvements thereon and the easements and appurtenances thereunto belonging, which is a part of that which was acquired by the Seller by Deed Book 2393, Page 1657, a portion of Section 25 of Township 10 South, Range 22 East, Alachua County, Florida, containing approximately 133.99 acres, more or less. For tax assessment identification purposes, the property is Tax Parcel #19315-000-000.

Final legal description to be provided prior to closing upon receipt of title commitment or survey.





## Exhibit A-2

### Putnam County, Florida

Being that certain tract or parcel of real estate, together with the improvements thereon and the easements and appurtenances thereunto belonging, which is a part of that which was acquired by the Seller by Deed Book 872, Page 841, a portion of Section 30 of Township 10 South, Range 23 East, Putnam County, Florida, containing approximately 83.26 acres, more or less. For tax assessment identification purposes, the property is Tax Parcel #30-10-23-0000-0040-0000.

Final legal description to be provided prior to closing upon receipt of title commitment or survey.

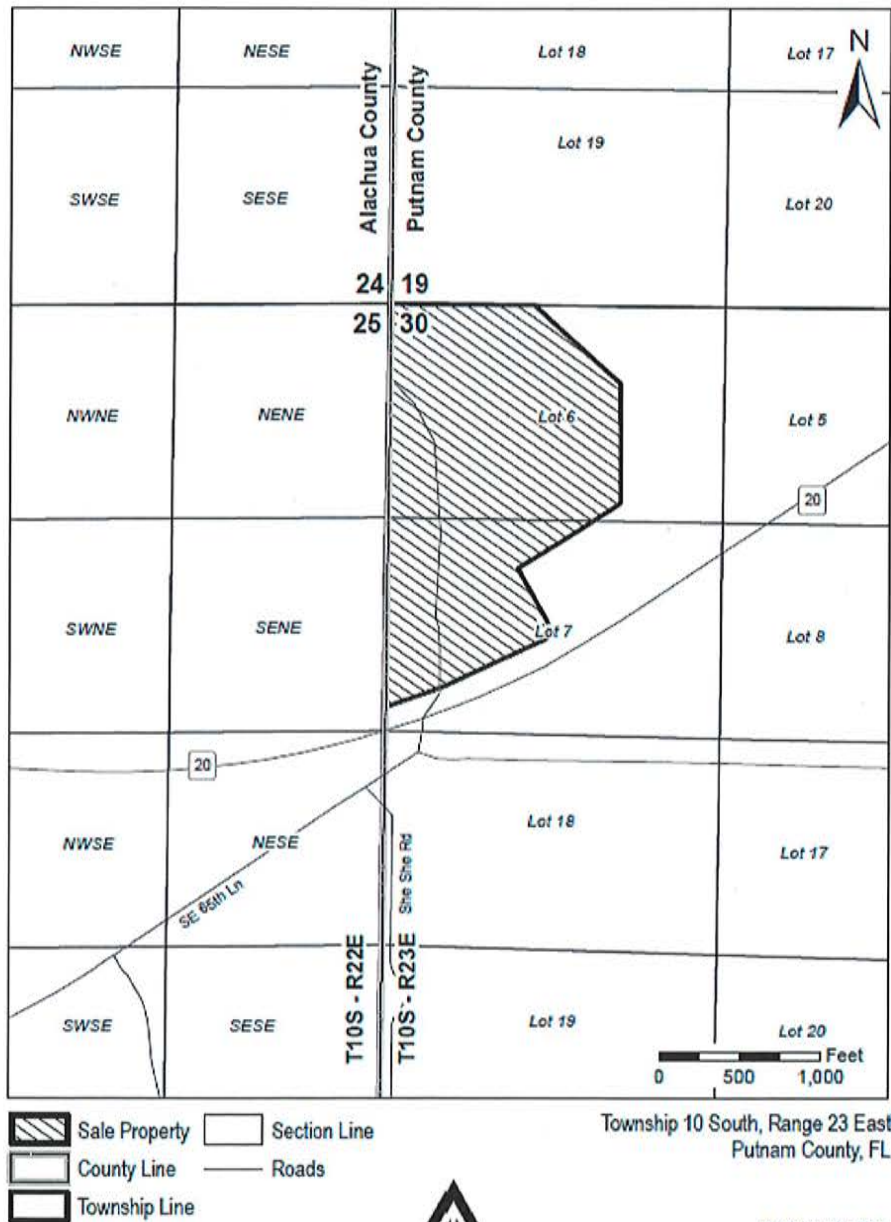


Exhibit B-1  
Alachua County, Florida

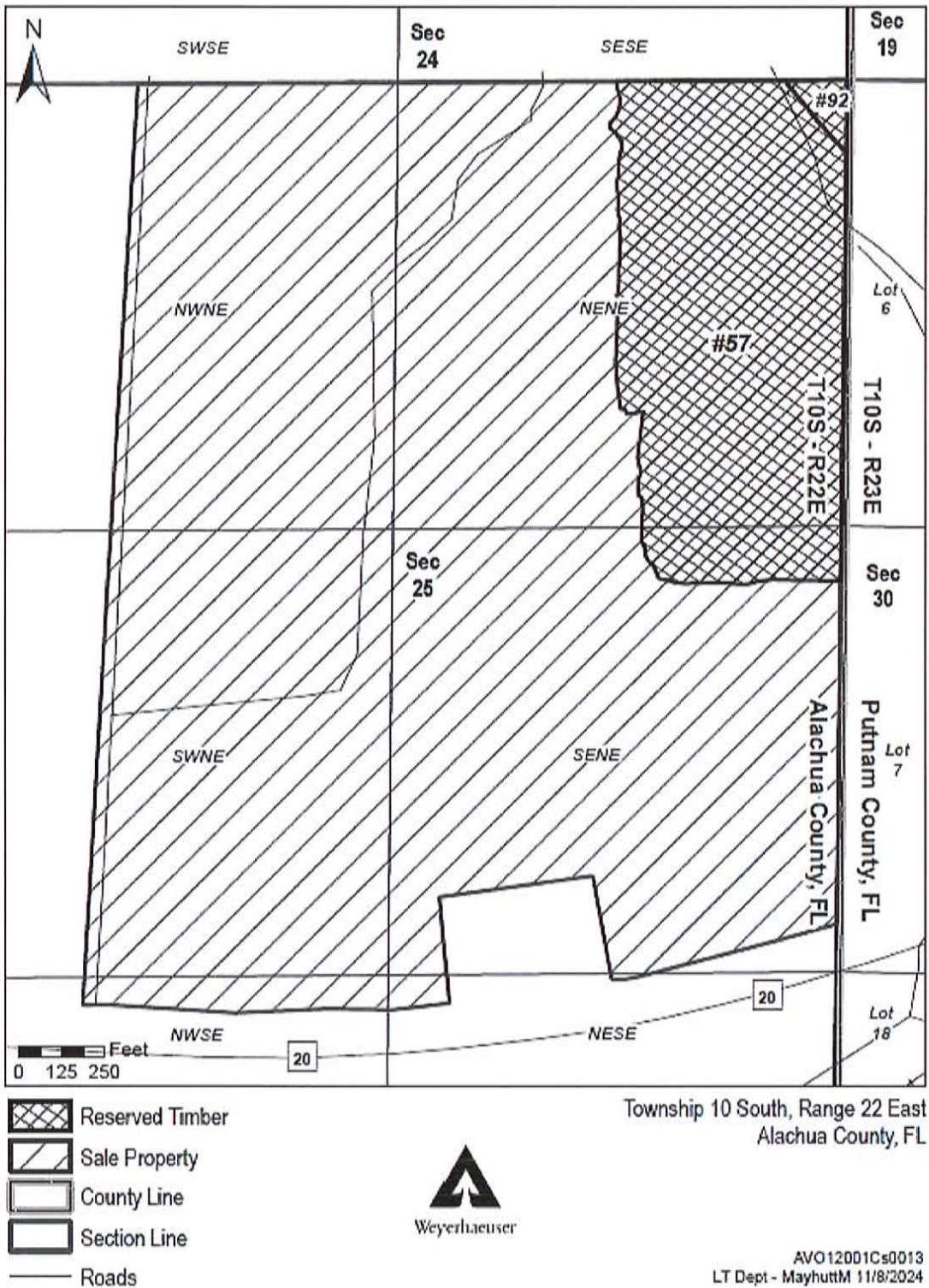
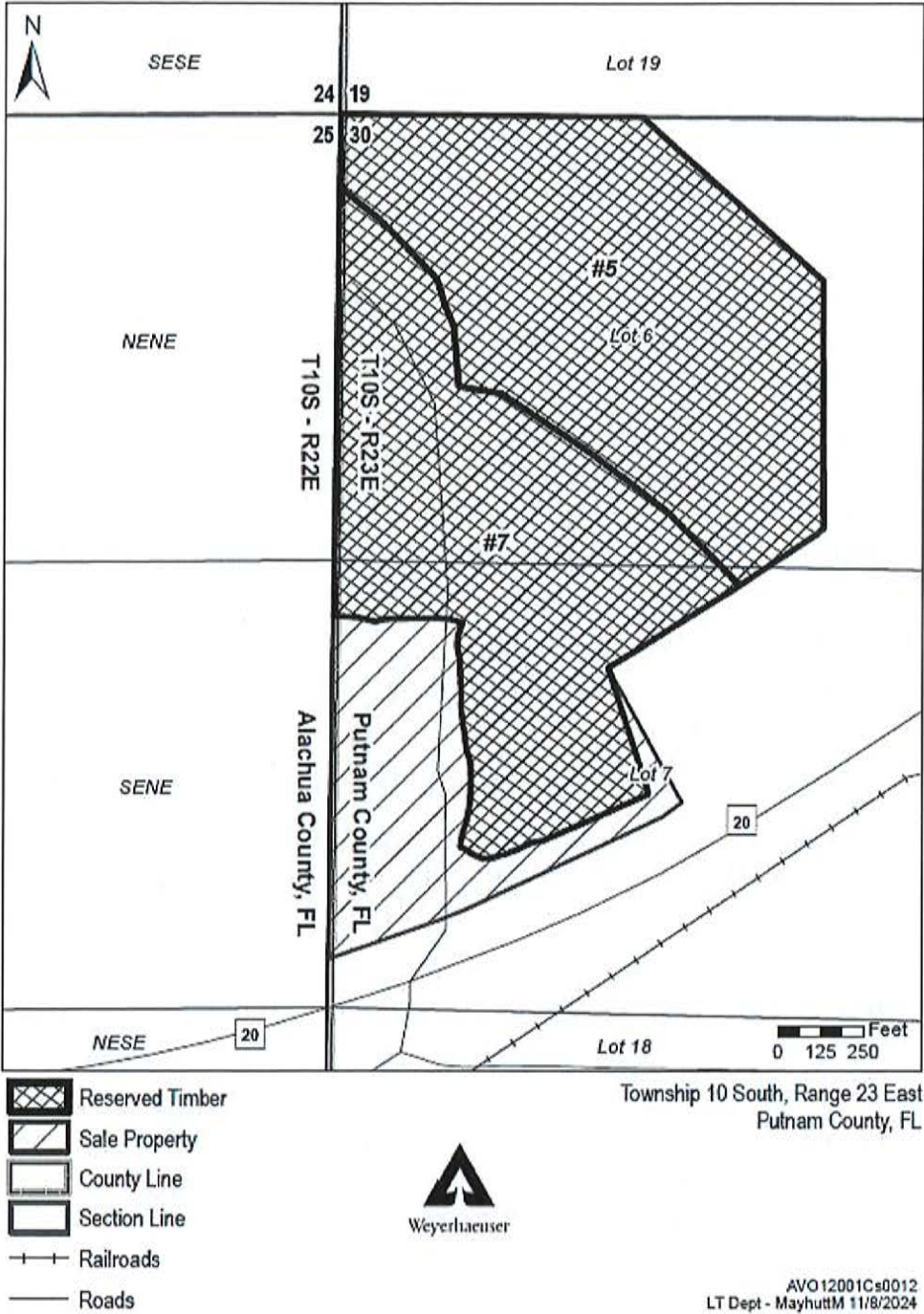




Exhibit B-2  
Putnam County, Florida



**EXHIBIT C**  
**LICENSE TO CUT TIMBER**

**THIS LICENSE TO CUT TIMBER ("License")**, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between **ALACHUA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("Alachua County") and **ALACHUA CONSERVATION TRUST, INCORPORATED**, a Florida not for profit corporation ("ACT") (each a Licenser entity and collectively referred to as "Licenser") and **WEYERHAEUSER FOREST HOLDINGS, INC.**, a Delaware corporation ("WFHI") and **WEYERHAEUSER NR COMPANY**, a Washington corporation ("WNR") (each a Licensee entity and collectively referred to as "Licensee"). Licenser and Licensee shall be collectively referred to as "Parties" and individually as a "Party".

**WHEREAS**, Licensee sold certain Property to Alachua County and ACT shown in **EXHIBIT "A"** of this License (the "Property") pursuant to a prior transaction ("Prior Transaction"), and Licensee reserved rights to cut and remove timber from certain timber stands on the Property as depicted in **EXHIBIT "B"** attached hereto and incorporated herein (the "Stands"); and

**WHEREAS**, more specifically, Licensee reserved the right to cut and remove timber from each Stand identified in the map shown on **EXHIBIT "B"** (the "Reserved Timber") through the Term listed below; 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 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, Licenser 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 \_\_\_\_\_ acres, more or less, which are hereinafter referred to as the "Property", for the purpose of cutting and removing the Reserved Timber.

**2. Term of License.** The term of this License shall be for a period of twelve (12) months from the date hereof (hereinafter sometimes referred to as "Term"), except that Licensee shall have one (1) option to extend the Term for no more than six (6) months in the event Licensee is unable to harvest due to inclement weather or other such environmental or "act of God" condition, as reasonably determined by Licensee, in its sole discretion as set forth in Paragraph 5(m) below.



3. **Access and Coordination.** Licensors 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) In exercising the rights granted hereunder, Licensee may utilize the existing roads, trails, and roadways, over, and across the Property.

(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 of Licensors's 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 for rights of way used for accessing the foregoing.

(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 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 and immediately transfer to the Licensors upon the termination of this License, or the date as extended under Paragraph 5(m) 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 roadways free of brush, debris, logs, limbs, and tops resulting from Licensee's work under this License, and Licensee shall repair and restore promptly to its original condition, at Licensee's expense, any roadway 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) Licensor and Licensee shall mutually agree on the location of skid trails.
- (e) All of Licensee's operations on the Property may be suspended by Licensor 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 Licensor, 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. Licensee may enter into timber deeds and timber sale agreements regarding the Reserved Timber with another party.
- (h) During the Term, Licensor 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, Licensor 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 thirty (30) days after receiving written notice (by email or U.S. Certified Mail) from the Manager of Alachua County's Land Conservation and Management Program. During the Term, Licensor shall have possession of and full use of the Property, other than to the Reserved Timber and the rights granted to Licensee under this License.
- (i) Before Licensee cuts or removes Reserved Timber from any Stand, Licensee must give Licensor 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 Licensor within fifteen (15) 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 Licensor shall then have the right to replant and manage such harvested area. In exercising Licensor's rights under this subparagraph, Licensor 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 Licenser or which are not 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 acknowledges that there may be active Gopher Tortoise burrows within the harvest area. Licenser will make reasonable efforts to locate and delineate the burrows with plastic flagging prior to harvesting. Licensee shall take all efforts necessary to avoid and otherwise protect the identified burrows; however, if an unmarked burrow is encountered, the Licensee shall avoid that area and promptly notify the Licenser of same and provide the location of the unmarked burrow area.

(m) Licensee may in its sole discretion extend the Term of this License for one period of up to six (6) months in the event Licensee reasonably determines it cannot complete its harvest due to inclement weather or other such environmental or "act of God" condition. After such extended term, this License and any and all timber rights of Licensee in the Reserved Timber and the Property automatically and immediately will terminate, lapse, and become null and void. To exercise the extension option, Licensee must give notice to Licenser in the event of inclement weather or other such environmental or "act of God" condition at least ten (10) days prior to the expiration of this License. The original version of this License shall be maintained by the Alachua County Land Conservation and Management Program.

(n) 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 Licensee 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 Licenser, 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 Paragraph 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 in a safe and approved manner in accordance with all laws regulations, and requirements for such use, handling, and storage of the Environmental Substances 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 Licensor 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 LICENSOR 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 LICENSOR. 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; Alachua County's Board of County Commissioners, Constitutional Officers, employees, volunteers, representatives, attorneys, agents and assigns; and Alachua Conservation Trust's board of directors, officers, employees, 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: (a) the execution, performance, or exercise of any right, privilege, or uses allowed or granted in this License; (b) Licensee’s entry onto or use of the Property; (c) 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 (d) 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 gross 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 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 Licensor at least 15 calendar days prior to entering the Property. The Licensee agrees to provide Licensor 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 Licensor with the COI shall be grounds for Licensor 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:

Licensors: Alachua County, Florida  
Land Conservation & Management Program  
Attn: Andi Christman  
14 NE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Email: [achristman@alachuacounty.us](mailto:achristman@alachuacounty.us)  
Phone: 352-264-6803

AND

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

AND

Alachua Conservation Trust, Inc.  
Attn: Tom Kay  
7204 SE County Road 234  
Gainesville, FL 32641  
Email: [act.tkay@gmail.com](mailto:act.tkay@gmail.com)  
Phone: 352-737-1078

Licensee: Weyerhaeuser NR Company  
Attn: Tyler Pope  
205 Perry Lane Rd  
Brunswick, GA 31525  
Email: [Tyler.Pope@weyerhaeuser.com](mailto:Tyler.Pope@weyerhaeuser.com)  
Phone: 912-289-5894  
AND

Weyerhaeuser NR Company  
Attn: Senior Legal Counsel  
220 Occidental Avenue South  
Seattle, WA 98104

12. **Assignment.** Omitted.

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]



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

**LICENSOR:**

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

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

Charles S. Chestnut IV

Chair, Alachua County Board of County  
Commissioners

**APPROVED AS TO FORM:**

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

Alachua County Attorney's Office

**ALACHUA CONSERVATION TRUST,  
INC.**, a Florida Not for Profit Corporation

By: Tom Kay

Tom Kay

As its Executive Director

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

**LICENSEE:**  
**WEYERHAEUSER FOREST**  
**HOLDINGS, INC.**, a Delaware corporation

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

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

As its: \_\_\_\_\_

**WEYERHAEUSER NR COMPANY**, a  
Washington corporation

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

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

As its: \_\_\_\_\_

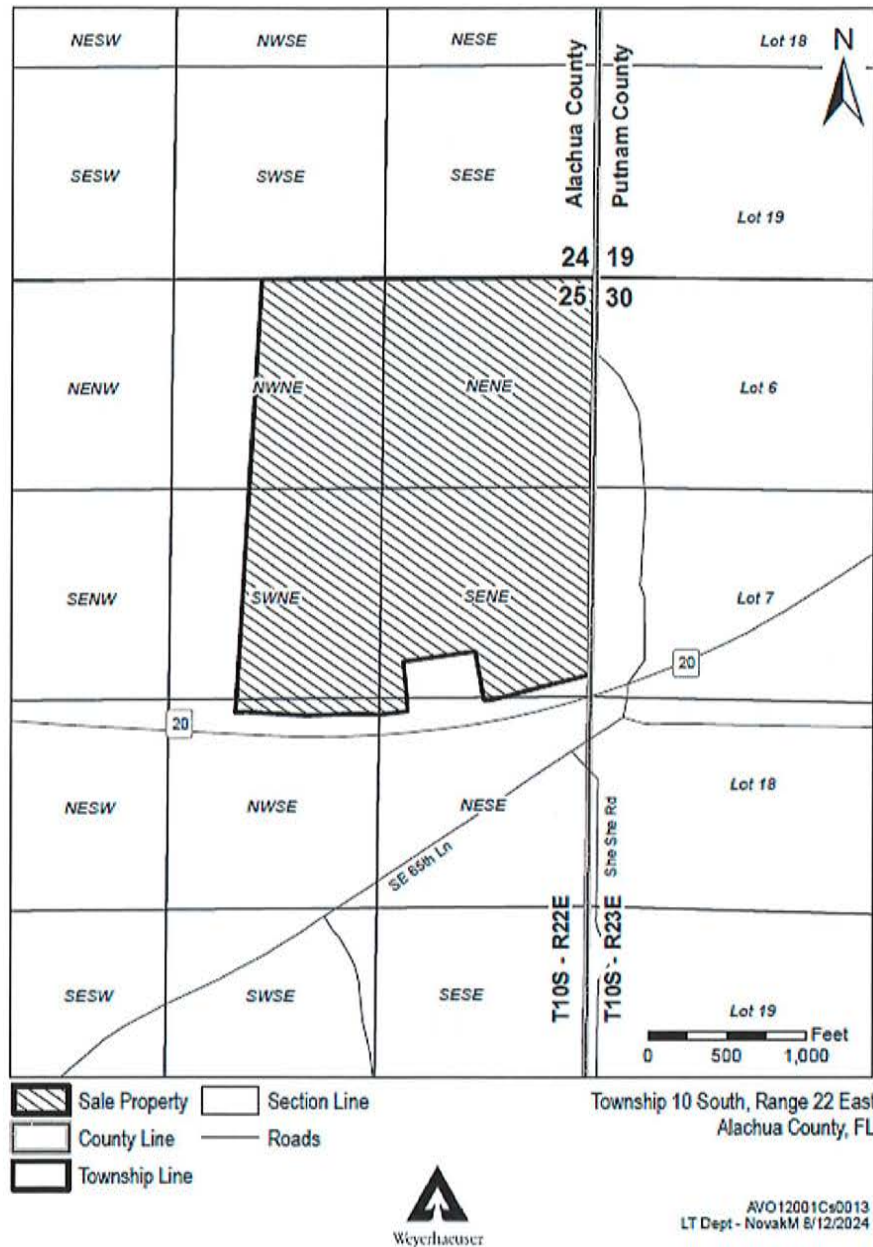
**IF LICENSOR OR LICENSEE IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION UNLESS SUCH DOCUMENT WAS PROVIDED DURING THE PRIOR TRANSACTION.**

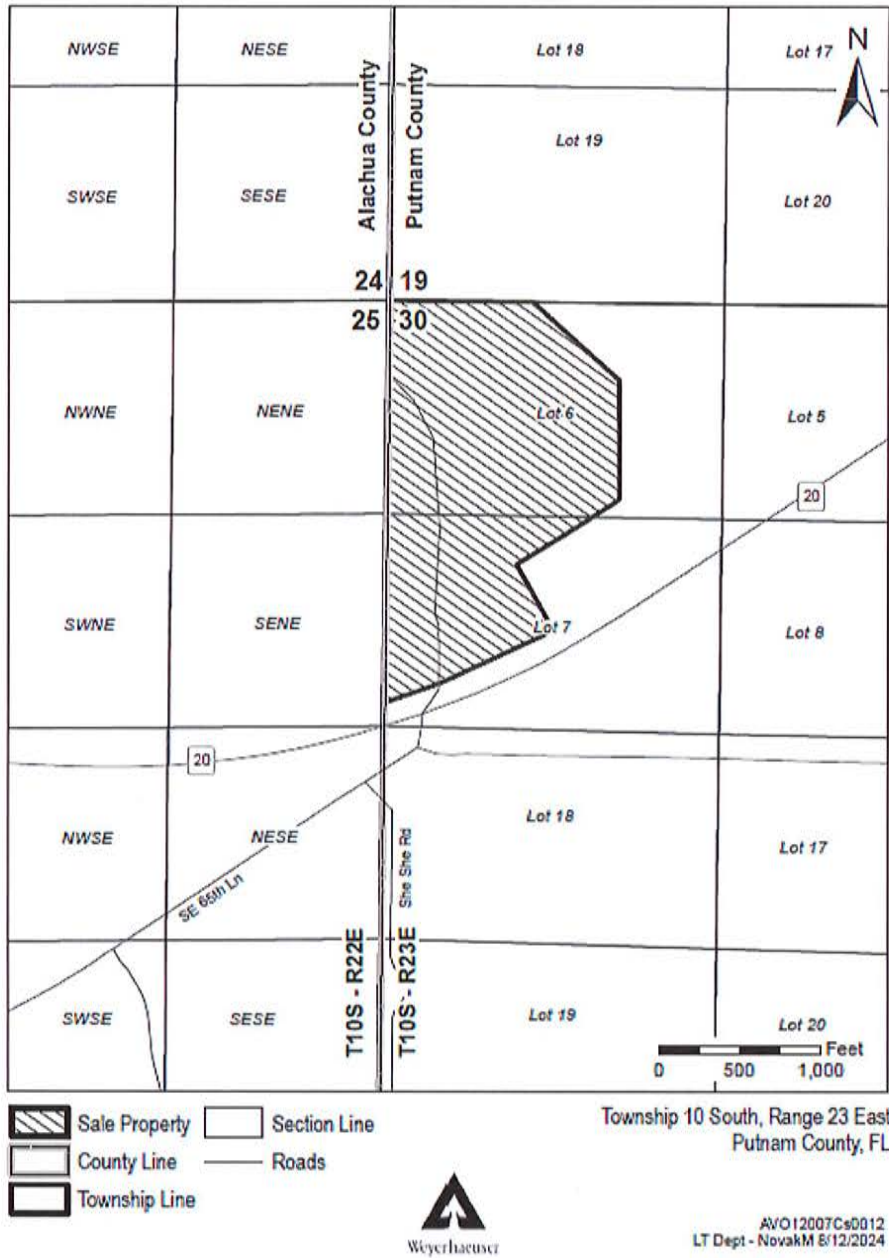


EXHIBIT "A"

LEGAL DESCRIPTION

[LEGAL DESCRIPTION TO BE PROVIDED UPON COMPLETION OF SURVEY]

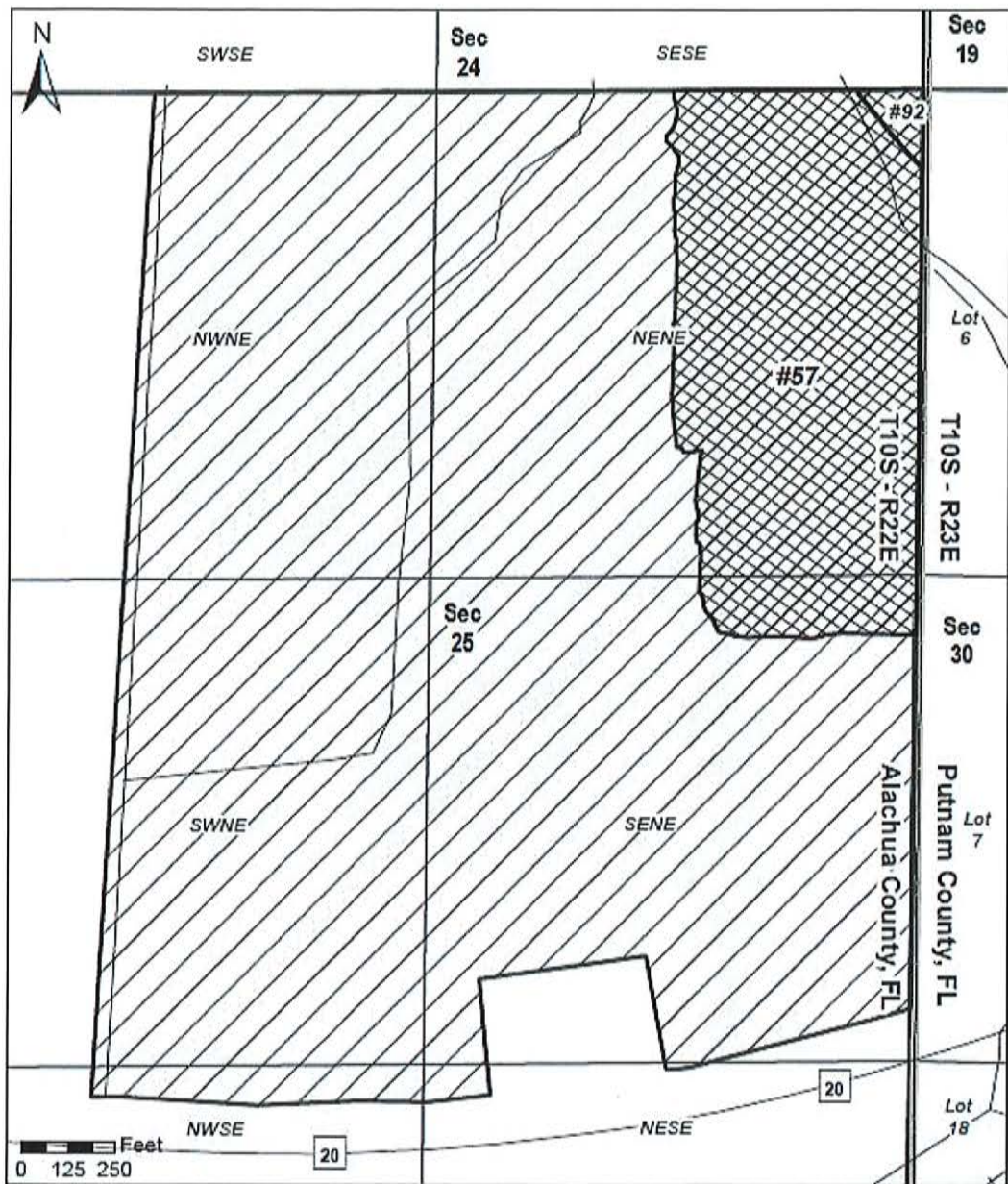






# EXHIBIT "B"

## WEYERHAEUSER RESERVED TIMBER



- Reserved Timber
- Sale Property
- County Line
- Section Line
- Roads



Township 10 South, Range 22 East  
Alachua County, FL

AVO12001Cs0013  
LT Dept - MayhuttM 11/8/2024

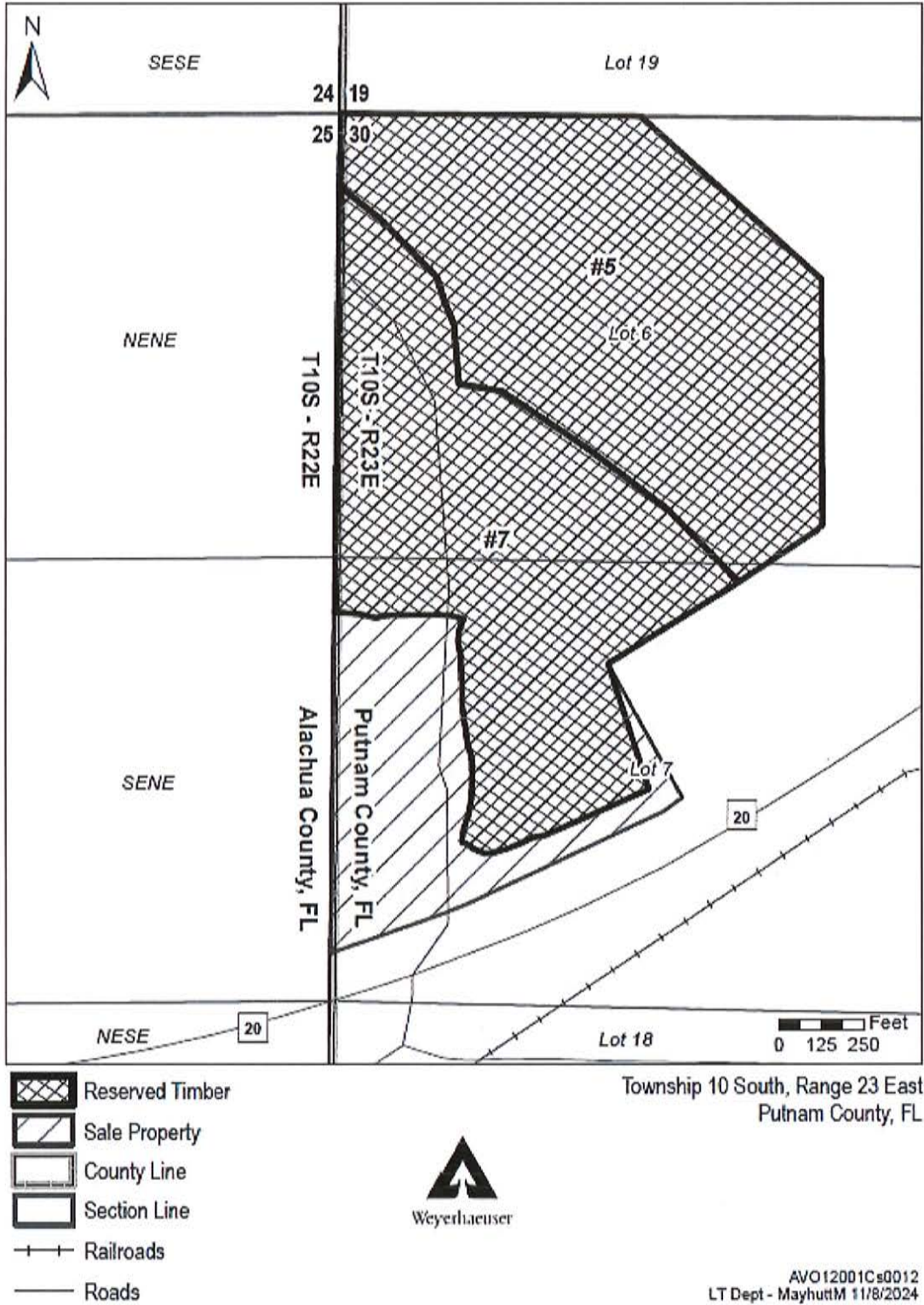


EXHIBIT "C"



## **TYPE "G" INSURANCE REQUIREMENTS**

Licensee's Ins.

**Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.**

### **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, \$100,000 Fire Damage Liability and \$5,000 Medical Expense.

### **AUTOMOBILE LIABILITY** (While Operating Vehicles on County Owned Property)

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** (While on County owned Property)

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.

### **OR:**

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may choose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to works' compensation benefits.

### **LIQUOR LIABILITY** (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence.

### **OTHER INSURANCE PROVISIONS**

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

#### **I Commercial General 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 Licensee and premises owned, leased or used by the Licensee.

b. The Licensee's insurance coverage shall be 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 Licensee's insurance and shall be non-contributory.

#### **III All Coverages**

The Licensee shall provide a Certificate of Insurance to the County with a 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 a claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

### **SUBCONTRACTORS, VENDORS, CONCESSIONAIRES**

Licensee shall include all subcontractors as insureds under its policies. All coverages for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.



**CERTIFICATE HOLDER:**        **Alachua County Board of County Commissioners**  
   **Alachua Conservation Trust, Inc.**

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT D  
FORM DEED

This Instrument Prepared by:  
Weyerhaeuser Forest Holdings, Inc.  
220 Occidental Avenue South  
Seattle, Washington 98104  
Attention: \_\_\_\_\_  
File No. Txxxxxxxxx

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

SPECIAL WARRANTY DEED

THIS INDENTURE, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by WEYERHAEUSER FOREST HOLDINGS, INC., a Delaware 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 called the "Grantor," to \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_, 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, sell, alien, remise, release, convey and confirm unto the Grantee that certain real property situated in \_\_\_\_\_ 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 Forest Holdings, Inc. from Weyerhaeuser Company by Deed dated \_\_\_\_\_, and recorded in the Records of \_\_\_\_\_ County, Florida in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_.

**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. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE, FOR ITSELF AND ITS SUCCESSORS AND OR 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 it has good right and lawful authority to sell and convey the property; that it hereby fully warrants the title to the property and will defend the same against the lawful claims of all persons owning, holding, or claiming by, through or under Grantor; and that the property is free of all encumbrances done or suffered by Grantor; provided, however, that this conveyance is made subject to, and there are hereby excepted from the covenants and warranties hereinabove set forth, the matters set forth in **Exhibit "B"** attached hereto and made a part hereof.

Grantee acknowledges that the Real Property conveyed herein is or may be adjacent to or near Grantor's or its affiliates' timberlands and may be subject to certain conditions resulting from Grantor's or its affiliates' off-site commercial forestry operations and mineral operations on said adjacent or nearby lands. Such conditions experienced on the Real Property would arise from operations on Grantor's adjacent lands, such as the management and harvesting of timber; disposal of slash (including, without limitation, slash burning and other controlled burning); reforestation; application of chemicals; road construction and maintenance; transportation of forest products; and other accepted and customary forest management activities and commercial exploitation of mineral resources, including all methods of developing, producing, extracting or removing mineral resources therefrom conducted in accordance with federal, state, and local laws. Said forest management activities and mineral operations ordinarily and necessarily produce noise, dust, smoke, appearance and other conditions which may conflict with Grantee's use of the Real Property. Grantee, its heirs, successors and assigns hereby waives all common law rights to object to (a) normal, customary, necessary, and non-negligent forest management activities and mineral operations legally conducted on Grantor's its affiliates' adjacent property or nearby property; and (b) the legal application of chemicals, including, without limitation, pesticides and herbicides, on Grantor's or its affiliates' adjacent or nearby property; PROVIDED that, in Grantor's exercise of said activities in (a) and (b), no toxic, hazardous, deleterious, injurious, or other harmful chemical, element, or condition gathers on or materially and adversely impacts the Real Property in violation of any applicable laws . It is intended and agreed this covenant shall be hereafter a part of the Deed, and of the public record and forever remain a covenant with the Real Property now or hereafter adjacently acquired by Grantee, and any party acquiring an interest in said Real Property shall be bound by the terms of the covenant.

[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 FOREST HOLDINGS,  
INC.  
a Delaware corporation**

Name: \_\_\_\_\_  
220 Occidental Avenue South  
Seattle, WA 98104

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

SECOND WITNESS:

Name: \_\_\_\_\_  
220 Occidental Avenue South  
Seattle, WA 98104

ACKNOWLEDGEMENT

STATE OF WASHINGTON       )  
  )ss  
COUNTY OF KING        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me by means of ☐ physical presence or ☐ online notarization, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Weyerhaeuser Forest Holdings, Inc., a Delaware corporation, 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**

**Exhibit to Exhibit D**

**LEGAL DESCRIPTION**

[To be provided pursuant to Section 2c]

**EXHIBIT B**

**[Exhibit to Exhibit D]**

**PERMITTED EXCEPTIONS**

- a) Liens for taxes, assessments and other governmental charges which are not yet due and payable as of the date hereof.
- b) All land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Real Property.
- c) Any rights of the United States of America, the State of Florida 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.
- d) 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.
- e) Any claim or dispute caused by or arising from the indefinite location of any creek, river, stream, slough, or other body of water within or around the Real Property, or any shifts or changes in the course of any of the same (whether before or after the date hereof), or any changes in the boundaries of the Real Property resulting from accretion or avulsion.
- f) All easements, rights-of-way, licenses and other encumbrances or matters of record affecting the Real Property.
- g) All existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities.
- h) 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.
- i) All mining claims and all prior reservations or conveyances of mineral rights or mineral leases of every kind and character.
- j) All Indian tribal codes and regulations and all Indian treaty and aboriginal rights and claims, including without limitation, easements or equitable servitudes.
- k) Any loss or claim due to lack of access to any portion of the Real Property.
- l) Any loss or claim due to any indefiniteness or uncertainty in the legal description of the Real Property.



## EXHIBIT E

### Disclosure of Beneficial Interest Form

This instrument prepared by:

David E. Menet, Esq.

Salter Feiber, P.A.

3940 NW 16<sup>th</sup> Blvd., Bldg. B

Gainesville, Florida 32605

352-376-8201

File No.: 19-0592.7 KN

### AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF WASHINGTON

COUNTY OF KING

Before me, the undersigned authority, personally appeared TERESA TILLMAN who was sworn and makes the following statements:

1. Affiant has personal knowledge of the facts contained herein.
2. Affiant makes this affidavit concerning the following described property located in Alachua County, Florida ("**Alachua Property**") and property located in Putnam County, Florida ("**Putnam Property**") and collectively with the Alachua Property, the "**Property**", subject to the Permitted Exceptions, as defined in that certain Contract of Sale between WEYERHAEUSER FOREST HOLDINGS INC., a Delaware corporation and WEYERHAEUSER NR COMPANY, a Washington corporation ("**Owner**") and ALACHUA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("**Alachua County**") and ALACHUA CONSERVATION TRUST, INCORPORATED, a Florida Not For Profit Corporation ("**ACT**", and collectively with Alachua County, the "**Buyer**") dated as of \_\_\_\_\_, 2025 (and subsequent amendments thereto):

See **Exhibit "A"** attached hereto.

3. The sole beneficial interest holder of Owner is WEYERHAEUSER COMPANY, a Washington corporation ("**Weyerhaeuser**"). Weyerhaeuser is a publicly traded company. Affiant is employed by Owner as a Real Estate Paralegal and is authorized to make the statements contained in this affidavit on the behalf of Owner and Weyerhaeuser.

4. I make this affidavit pursuant to the entity disclosure requirements listed in §286.23, Florida Statutes concerning real property conveyed to a public agency.

5. The following are the names and addresses of all parties having any beneficial interest in the Owner: Weyerhaeuser Company, whose address is 220 Occidental Avenue South, Seattle, Washington 98104.

Further Affiant Sayeth Naught.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Teresa Tillman

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me by means of [ ] physical  
presence or [ ] online notarization by DAVID CUTLER who is ☐ personally known to me or ☐ produced  
\_\_\_\_\_ as identification.

Sign: \_\_\_\_\_

{S E A L}

Print: \_\_\_\_\_






**EXHIBIT A**  
**Exhibit to Exhibit E**  
**LEGAL DESCRIPTION**

[To be provided pursuant to Section 2c]

# EXHIBIT F

## Nomination Form

 <b>Alachua County Forever</b> <b>Land Conservation Program</b> <u>Land Acquisition Project Nomination Form</u>	
<b>1 Applicant Information</b>	
Applicant Name: _____	
Street Address: _____	
City: _____	State: FL Zip: _____
Phone: _____	Fax: _____ Email: _____
Applicant Signature: _____ Date: ____/____/____	
<b>2 Property Owner Verification</b>	<b>3 Access Authorization</b>
Does the Applicant have any property ownership interest in the project? (Please check one)	
No <input type="checkbox"/> Skip to #4      Yes <input type="checkbox"/> Please sign and date #3	
<b>4 Property Owner Information</b>	<b>5 Owner's Authorized Agent (if applicable)</b>
Owner Name: _____	Agent's name: _____
Street Address: _____	Street Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____	Phone: _____ Fax: _____
Email: _____	Email: _____
<b>6 Project Information</b>	
General Location (address, intersection, etc.): _____	
Check box if this is <u>this</u> a Conservation Easement or Purchase of Development Rights Projects. <input type="checkbox"/>	
Tax Parcel Acreage (if known): _____	Proposed Project Acreage (if known): _____
Tax Parcel Number (if known): _____	Please check here if this is a multiparcel project (A map outlining the project area or a list of the additional parcel numbers would assist staff's evaluation of the project) <input type="checkbox"/>
Section/Township/Range (if known): _____	
Future Land Use Map Designation (if known): _____	Zoning Designation (if known): _____
<b>7 Project Description</b> Describe the property's ecological significance, natural resources, scenic beauty, wildlife habitat etc.	
_____ _____ _____	
Please Do Not Write Below This Line. Staff Use Only	
Time/Date Stamp	<b>Please Return This Form to:</b> <b>Alachua County Land Conservation &amp; Management Program</b> 14 NE 1st Street, Gainesville, FL 32601 phone: (352) 264 6800 <a href="http://www.alachuacountyforever.us">http://www.alachuacountyforever.us</a>
Received by:	<b>Questions?</b> Contact the Land Conservation staff at the address above or by our email: <b>LandConservation@alachuacounty.us</b>
	<h1 style="font-size: 2em;">Thank you!</h1>
	



## Additional Information (Optional)

In addition to this form, up to 15 pages of text, maps, etc. may be attached for consideration. Providing supplemental information is optional, but may assist Staff with the evaluation of the property.

### Examples:

- ★ A location map with the property outlined and any other important features (i.e. access points, roads, water bodies, landmarks, etc. )
- ★ A topographic quadrangle map (U.S.G.S. with boundaries of property sketched in )
- ★ Photographs or video representing the characteristics of the property
- ★ Estimate of the market value (This can be documented with a property appraisal, if available, or asking price ).
- ★ Documentation of owner(s) willingness to sell
- ★ Description and analysis of environmental resources and features

Alachua County Forever was established to protect the finest examples of Alachua County's natural communities, endangered species, and rich biological diversity. The citizens of Alachua County authorized the Alachua County Forever program by public referendum on November, 2000. The referendum provided ad valorem revenues to support \$29 million in bond funds for the acquisition and management of environmentally significant lands. Voters re-authorized funding for the program through Wild Spaces and Public Places by surtax referendums in 2008, 2016, and 2022. Public access, passive recreation and environmental education are addressed as components of the overall acquisition and conservation objectives of the program.

The Land Conservation Board (LCB) is the citizen board authorized by the Board of County Commissioners to review property for possible acquisition for the protection of environmentally significant land in Alachua County. All proposed purchases must be submitted to the Board of County Commissioners for final approval prior to initiating a contract purchase.

